RESOLUTION NO. 2015-01-13-A

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, the County, along with the Fayette County Sheriff, has previously entered into Equitable Sharing Agreement and Certification with the federal government for the use of federally forfeited cash, property, proceeds and any interest earned thereon, which are equitably shared with participating law enforcement agencies; and,

WHEREAS, the Fayette County Sheriff, Chris Smith, wishes to continued to participate in such program at no expense to the County; and

WHEREAS, it is in the best interest of Fayette County to participate in program as stated in the Equitable Sharing Agreement and Certification that is attached hereto; and

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. Recitals.

The County Board hereby finds that the recitals contained in the preambles to this Resolution are true and correct and does incorporate them into this Resolution by reference.

SECTION 2. Approval of Recommendation.

The County hereby approves the Equitable Sharing Agreement and Certification.

SECTION 3. Authorization to Officers.

The Fayette County Board Chairman is authorized, empowered and directed to execute the Equitable Sharing Agreement and Certification in the name of Fayette County. The County Clerk is hereby authorized empowered and directed to attest the signature of the Chairman on such Agreement. Upon passage and signing of this Resolution, the County Clerk shall file a certified copy of such executed documents.

SECTION 4. Severability.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.
PASSED by the County Board of the Fayette County, Illinois on the 13th day of January, 2015, upon yea and nay vote as follows:

JEAN B. FINLEY
JAKE HARRIS
JOHN C. DANIELS, JR.
STEPHEN L. KNEBEL
JEFFREY BECKMAN
GLEN W. DANIELS
JOHN BLYTHE
DEAN J. BERNHARDT
KEITH COLE
DARRELL SCHAAL
JOE E. KELLY
GLENN GURTNER
TROY L. PATTILLO
WADE WILHOUR

APPROVED by the Chairman of the Fayette County Board, Illinois on the 13th day of January, 2015.

[Signature]
Stephen Knebel, Chairperson
Fayette County Board, Illinois

ATTEST:

[Signature]
Vicky Conder
Fayette County Clerk

(SEAL)
Equitable Sharing Agreement and Certification

- Police Department
- Sheriff's Office
- Task Force (Complete Table A)
- Prosecutor's Office
- National Guard Counterdrug Unit
- Other

*Please fill in each required field. Hover mouse over any fillable field for pop-up instructions.*

Agency Name: Fayette County Sheriff's Office

NCIC/ORI/Tracking Number: 1102600000

Mailing Address: 221 South Seventh Street

City: Vandalia

Finance Contact: First: Chris

Phone: 618-283-2141

E-mail: fayettecountysheriff@gmail.com

State: IL

Zip: 62471

Preparer: First: Teresa

Phone: 618-283-2141

E-mail: tdbrn.fcso@gmail.com

Last FY End Date: 11/30/2014

Independent Public Accountant: E-mail: dwendell@croxfordpc.com

Agency Current FY Budget: $1,817,979.00

New Participant: Read the Equitable Sharing Agreement and sign the Affidavit.

Existing Participant: Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Amended Form: Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

Annual Certification Report

Summary of Equitable Sharing Activity

<table>
<thead>
<tr>
<th></th>
<th>Justice Funds $</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)</td>
<td>$1,166.56</td>
</tr>
<tr>
<td>2</td>
<td>Federal Sharing Funds Received</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table A)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Other Income</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Interest Income Accrued</td>
<td>Non-Interest Bearing</td>
</tr>
</tbody>
</table>

6 Total Equitable Sharing Funds (total of lines 1 - 5) | $1,166.56 | $0.00 |

7 Federal Sharing Funds Spent (total of lines a - m below) |  | $0.00 |

8 Ending Balance (difference between line 7 and line 6) | $1,166.56 | $0.00 |

Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

Page 1 of 5

October 2012

Version 2.1
### Summary of Shared Funds Spent

<table>
<thead>
<tr>
<th></th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Total spent on salaries under permitted salary exceptions</td>
<td></td>
</tr>
<tr>
<td>b</td>
<td>Total spent on overtime</td>
<td></td>
</tr>
<tr>
<td>c</td>
<td>Total spent on informants, &quot;buy money&quot;, and rewards</td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Total spent on travel and training</td>
<td></td>
</tr>
<tr>
<td>e</td>
<td>Total spent on communications and computers</td>
<td></td>
</tr>
<tr>
<td>f</td>
<td>Total spent on weapons and protective gear</td>
<td></td>
</tr>
<tr>
<td>g</td>
<td>Total spent on electronic surveillance equipment</td>
<td></td>
</tr>
<tr>
<td>h</td>
<td>Total spent on buildings and improvements</td>
<td></td>
</tr>
<tr>
<td>i</td>
<td>Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)</td>
<td></td>
</tr>
<tr>
<td>j</td>
<td>Total spent on other law enforcement expenses (To populate, complete Table D)</td>
<td></td>
</tr>
<tr>
<td>k</td>
<td>Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)</td>
<td></td>
</tr>
<tr>
<td>l</td>
<td>Total Windfall Transfers (To populate, complete Table F)</td>
<td></td>
</tr>
<tr>
<td>m</td>
<td>Total spent on matching grants (To populate, complete Table G)</td>
<td></td>
</tr>
<tr>
<td>n</td>
<td><strong>Total</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td>o</td>
<td>Did your agency receive non-cash assets? ☐ Yes ☐ No</td>
<td></td>
</tr>
</tbody>
</table>

If yes, complete Table H.

Please fill out the following tables, if applicable.

#### Table A: Members of Task Force

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>NCIC/ORI/Tracking Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

#### Table B: Equitable Sharing Funds Received from other Agencies

<table>
<thead>
<tr>
<th>Transferring Agency Name, City, and State</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name:</td>
<td></td>
<td></td>
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<tr>
<td>NCIC/ORI/Tracking Number:</td>
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<td></td>
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</tbody>
</table>

#### Table C: Equitable Sharing Funds Transferred to Other Agencies

<table>
<thead>
<tr>
<th>Receiving Agency Name, City, and State</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NCIC/ORI/Tracking Number:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Table D: Other Law Enforcement Expenses

<table>
<thead>
<tr>
<th>Description of Expense</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table E: Expenditures in Support of Community-Based Programs

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Justice Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Table F: Windfall Transfers

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</table>

Table G: Matching Grants

<table>
<thead>
<tr>
<th>Matching Grant Name</th>
<th>Justice Funds</th>
<th>Treasury Funds</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

Table H: Other Non-Cash Assets Received

<table>
<thead>
<tr>
<th>Source</th>
<th>Description of Asset</th>
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<tbody>
<tr>
<td>Justice ☐</td>
<td></td>
</tr>
<tr>
<td>Treasury ☐</td>
<td></td>
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</tbody>
</table>

Table I: Civil Rights Cases

<table>
<thead>
<tr>
<th>Name of Case</th>
<th>Type of Discrimination Alleged</th>
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<tr>
<td></td>
<td>□ Race □ Color □ National Origin □ Gender</td>
</tr>
<tr>
<td></td>
<td>□ Disability □ Age □ Other</td>
</tr>
</tbody>
</table>

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.
Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide), and the Department of the Treasury's Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide).

4. Transfers. Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the Justice Guide and the Treasury Guide, including the requirement in the Justice Guide to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the Justice or Treasury Guides, depending on the source of the funds/property.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.
Affidavit - Existing Participant

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the Equitable Sharing Agreement and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Justice and/or Treasury guides during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice Implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?  ○ Yes  ○ No

If you answered yes to the above question, complete Table I

---

Agency Head

Signature: [Signature]

Name: Chris Smith

Title: Sheriff

Date: [Date]

E-mail: fayettecountysheriff@gmail.com

---

Governing Body Head

Signature: [Signature]

Name: Stephen Knebel

Title: Fayette County Board Chairman

Date: [Date]

E-mail: fayettecountyclerk@gmail.com

---

Subscribe to Equitable Sharing Wire:
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

---

Final Instructions:
Step 1: Click to save for your records
Step 2: Click to save in XML format
Step 3: Email the XML file to aca.submit@usdoj.gov
Step 4: Scan & email this Affidavit to aca.affidavit@usdoj.gov
(Email subject line must include Agency NCIC/ORI Code)

---

FOR AGENCY USE ONLY

Entered by [Signature]
Entered on [Date]

○ FY End: 11/30/2014

○ NCIC: IL0260000  Agency: Fayette County Sheriff's Office  Phone: 618-283-2141

○ State: IL  Preparer: Teresa Durbin  E-mail: tdrbn.fcsso@gmail.com

Page 5 of 5  October 2012

Version 2.1
STATE OF ILLINOIS
JOINT PURCHASING PROGRAM
PARTICIPATION RESOLUTION

Pursuant to the rules promulgated by the Illinois Department of Central Management Services ("Department") in furtherance of the Illinois Governmental Joint Purchasing Act,

BE IT HEREBY RESOLVED BY THE

Fayette County, Illinois
Name of Governmental Unit

That said governmental unit does hereby agree on a voluntary basis to participate in the Joint Purchasing Program administered by the Department from the date of this resolution until such time as the Department is given written notice this resolution is revoked.

BE IT FURTHER RESOLVED THAT Chris Smith, Fayette Co. Sheriff
Name and Title of Contact Person

Is hereby authorized and directed to execute on behalf of the governmental unit all necessary forms, applications, requisitions, and other documents related to this program.

DATE OF PASSAGE ________________________

OFFICER OF GOVERNMENTAL UNIT (BOARD MEMBER)

Name: Stephen L. Knebel Title: County Board Chairman

Signature: ____________________________

Attest: ____________________________

Signature and Title of Clerk or other appropriate official of governing body

Contact Information:

Mailing Address: 221 South 7th Street

City/Zip Code: Vandalia, Illinois 62471

County: Fayette

E-Mail: csmith@fayettecountyillinois.org

Phone: (618) 283-2141

Fax: (618) 283-5014

Return to: Joint Purchasing Coordinator
Department of Central Management Services
804 Stratton Office Building
Springfield, IL 62706
JOINT PURCHASING MANUAL

Government Units Reducing Costs Through Centralized Procurement

Pat Quinn, Governor
State of Illinois

CMS ILLINOIS
Department of Central Management Services
Malcolm Weems, Acting Director
# TABLE OF CONTENTS

## STATE OF ILLINOIS JOINT PURCHASING CONTRACTS

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Services</td>
<td>4</td>
</tr>
<tr>
<td>Maintenance</td>
<td>5</td>
</tr>
<tr>
<td>Office</td>
<td>7</td>
</tr>
<tr>
<td>Personal Use / Safety</td>
<td>8</td>
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<tr>
<td>Vehicles &amp; Parts</td>
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## SECTION 1

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>What is the Joint Purchasing Program?</td>
<td>10</td>
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<tr>
<td>What is a Joint Purchasing Entity?</td>
<td>10</td>
</tr>
<tr>
<td>Advantages</td>
<td>11</td>
</tr>
<tr>
<td>Prerequisites</td>
<td>11</td>
</tr>
<tr>
<td>Expansion of Joint Purchasing Contracts</td>
<td>11</td>
</tr>
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<td>Joint Purchasing Mailing List</td>
<td>11</td>
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## SECTION 2

<table>
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<tr>
<td>Obligations of Participating Governmental Units</td>
<td>12</td>
</tr>
<tr>
<td>Guidelines for Ordering from Open-End State Contracts</td>
<td>12</td>
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## SECTION 3

<table>
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<tr>
<td>Contracts Requiring a Joint Purchasing Requisition:</td>
<td>14</td>
</tr>
<tr>
<td>- Liquid Salt and Liquid Calcium Chloride</td>
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<tr>
<td>- Rock Salt</td>
<td>14</td>
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<tr>
<td>- Traffic Paint and Glass Beads</td>
<td>15</td>
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<tr>
<td>Procedures for Submitting Joint Purchasing Requisitions</td>
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<td>Factors to Consider Prior to Filing a Requisition with the State</td>
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## SECTION 4

<table>
<thead>
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<tr>
<td>Contract Information on the Internet</td>
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<td>E-Mail Notification of Contract Awards</td>
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## SECTION 5

<table>
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<tr>
<td>Questions and Answers</td>
<td>20</td>
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<td>Contact Information</td>
<td>24</td>
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## GOVERNMENTAL JOINT PURCHASING ACT

## PARTICIPATION RESOLUTION

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
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</thead>
<tbody>
<tr>
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<td>26</td>
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<th>Page</th>
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<tbody>
<tr>
<td></td>
<td>28</td>
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</table>
STATE OF ILLINOIS

JOINT PURCHASING CONTRACTS

To view contracts on the Internet, go to the Illinois Procurement Bulletin web page,

http://www.purchase.state.il.us

Select MASTER CONTRACTS, then select JOINT PURCHASING and view the alphabetized list of contracts. You can scroll down the list find a contract title or enter the contract’s “T Number” (shown below next to each contract title) in the SEARCH box and then select the SEARCH button.


EMERGENCY SERVICES

T0240 Ammunition
T0245 Analyzer, Motorola Astro Digital
T1120 Blood/Urine Test Kits
T0500 Brake Pads for Police Pursuit Vehicles
T1260 Breath Analysis Instruments
T7100 Collection Cups for Random Drug Testing
T2130 Defibrillators
T2415 Dry Gas, Evidential Standards
T4970 DuoDote Nerve Agent Antidote Kit
TE010 IWIN Equipment
T4055 Laboratory Supplies & Chemicals
T4160 Laser Speed Detectors
T4240 Leather Jackets
T4280 Light Bars, Police Vehicles
T6720 Radar, Mobile Moving

Radio Equipment -

T0245 Analyzer, Motorola Astro Digital
T0250 Microwave Parts, Andrew Corp.
T5660 Radio Antennas, Batteries, Parts
T5670 Radio Equipment, Low Band/Hi Band
T5666 Radio, Starcom 21 Equipment & Supplies
T5660 VHF Interoperable Mobile Radio

T5850 Respirators, Gas Masks
T6110 Shotguns
T7200 Vehicles, Police Pursuit
T5360 Video System, Patrol Car
MAINTENANCE

Building

T0140 Air Conditioners, Window
T0160 Air Filters (HVAC)
T3180 Ballasts, Fluorescent & HID Lighting
T0925 Batteries, Dry Cell, All-Purpose
T1600 Carpet
T1700 Chains & Accessories
T1860 Clocks
T2240 Disinfectants, Institutional
T2500 Electrical Supplies, Wiring Devices
T3040 Fire Extinguishers
T3140 Flags
T1460 Garbage Can Liners
T3820 Hydraulic Hoses & Fittings
T3840 Hydraulic Pumps and Clutch
T3980 Janitorial Supplies (includes environmentally friendly green cleaning solutions)
T4080 Lamps, Large (Incandescent, Fluorescent)
T4200 Laundry Bags, Non-Pinned
T4180 Laundry Chemicals, Institutional
T4390 Locks & Lock Parts
T4870 Maintenance, Repair & Operations
T5220 Paint
T5960 Salt for Water Softener
T5300 Toilet Tissue

Tools -

T3540 Hand Tools
T3560 Hand Tools, Power
T7360 Wrenches, Pneumatic

T7280 Water Cooler, Electric
T7340 Wiping Rags

Grounds

T0370 ATV, Utility and Golf Course Work Vehicles
T1680 Chain Saws, Trimmers, Blowers & Accessories
T3630 Herbicides

Ice Removal Compounds -

T1380 Calcium Chloride Liquid; also, Pellets in 50 lb. Bags
T4380 Liquid Salt Solution
T5920 Rock Salt, Bulk, Delivered in Full Truckloads

T4510 Mosquito Larvicides

Mowers & Parts -

T4840 Mower Parts, Bomford
T4860 Mowers, Turf maintenance Vehicles and Parts
T6640 Tractors and Heavy Duty Equipment
**Road**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>T0120</td>
<td>Aggregates</td>
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<tr>
<td>T0360</td>
<td>Attenuators, Crash Cushions</td>
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<tr>
<td>T0920</td>
<td>Barricades, Warning Lights &amp; Warning Sign Standards</td>
</tr>
<tr>
<td>T1060</td>
<td>Bituminous Mixtures</td>
</tr>
<tr>
<td>T2045</td>
<td>Crack Sealer</td>
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<tr>
<td>T2540</td>
<td>Engineering Field Supplies &amp; Survey Equipment</td>
</tr>
<tr>
<td>T3420</td>
<td>Fusees, Highway Warning Flares</td>
</tr>
<tr>
<td>T6640</td>
<td>Heavy Duty Equipment</td>
</tr>
<tr>
<td></td>
<td>(backhoes, dozers, excavators, graders, skid steers, track and wheel loaders)</td>
</tr>
<tr>
<td>T3630</td>
<td>Herbicides</td>
</tr>
<tr>
<td><strong>Ice Removal Compounds</strong> -</td>
<td></td>
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<tr>
<td>T1380</td>
<td>Calcium Chloride Liquid; also, Pellets in 50 lb Bags</td>
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<tr>
<td>T4380</td>
<td>Liquid Salt Solution</td>
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<tr>
<td>T5920</td>
<td>Rock Salt, Bulk, Delivered in Full Truckloads</td>
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<tr>
<td>T0300</td>
<td>Liquid Asphalt</td>
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<tr>
<td>T4510</td>
<td>Mosquito Larvicides</td>
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<td>T5020</td>
<td>Nuclear Moisture Density Gauge</td>
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<td>T6340</td>
<td>Posts, Steel Sign</td>
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<td>T5800</td>
<td>Reflective Sheeting</td>
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<tr>
<td>T6280</td>
<td>Salt Spreader, Under the Tailgate</td>
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<tr>
<td>T6240</td>
<td>Salt Spreader Repair Parts (Flink, Monroe, Swenson)</td>
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<tr>
<td>T6130</td>
<td>Snowplows</td>
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<tr>
<td>T6680</td>
<td>Solar-Powered Traffic Control Arrow Panel, Message Board</td>
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<tr>
<td>T6660</td>
<td>Traffic Cones &amp; Barrels</td>
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<tr>
<td><strong>Traffic Marking Paint &amp; Glass Beads</strong> -</td>
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<tr>
<td>T3450</td>
<td>Glass Beads for Traffic Marking Paint</td>
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<tr>
<td>T5220</td>
<td>Traffic Marking Paint</td>
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<td>T6760</td>
<td>Traffic Signal Components</td>
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OFFICE

Equipment & Supplies

T0080  Addressing & Mailing Equipment
T0245  Analyzer, Motorola Astro Digital Radio
T0380  Audio/Visual Equipment
T0925  Batteries, Dry Cell, All-Purpose
T1400  Calendars
TT001  Cellular Telephone Service and Equipment
TE010  Computers, Desktop and Laptop
T2920  Facsimile Equipment
T2940  Facsimile Supplies
TS034  Government Travel Charge Card
T5005  Imprinted Pencils
TE010  Information Technology – Hardware and Software
T5420  Lamp Bulbs, Photo-Audio/Visual
T4120  Laser Printer Toner Cartridges, Refurbished
T4460  Magnetic Cartridge Tape
T4660  Microfilm Supplies, Kodak
T4680  Microfilm, AHU, Silver Com & Vesicular Films
TS023  Moving Services (Chicago and Springfield areas)
T5080  Office Supplies
T5300  Paper, Foam & Plastic Supplies
TX012  Paper, Xerographic & Bond
TX064  Paper & Envelopes, Small Purchases
T5005  Pencils, Imprinted
T5380  Pens, Ballpoint
T5480  Photocopy Equipment & Supplies
T5500  Photographic Supplies & Chemicals
T1916  Printers
T3400  Property Storage Boxes, Lockable

Radio Equipment -

T0245  Analyzer, Motorola Astro Digital
T0250  Microwave Parts, Andrew Corp.
T5600  Radio Antennas, Batteries, Parts
T0250  Radio Equipment, Low Band/Hi Band
T5660  Starcom 21 Equipment & Supplies
T5660  VHF Interoperable Mobile Radio

T6112  Shredders, Paper
T6530  Tape Media, Audio-Video-CD-DVD
T7240  Video Equipment & Cameras

Furniture

T4520  File Cabinets, Metal
T3220  Folding Tables, Stack Chairs & Classroom Furniture
T3600  Haworth Proprietary Modular System
T3640  Herman Miller Proprietary Modular System
T3400  Injection Molded Furniture & Cluster Seating
T4006  Knoll Proprietary Modular Furniture

Office Seating -

T3365  Zone 1 – Downstate
T3370  Zone 2 – Northern
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<tr>
<td>T0900</td>
<td>Barber &amp; Beauty Supplies</td>
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<tr>
<td>T1120</td>
<td>Blood/Urine Test Kits</td>
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<tr>
<td>T1260</td>
<td>Breath Analysis Units</td>
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<tr>
<td>T1280</td>
<td>Breathing Apparatus <em>(Dust Masks)</em></td>
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<td>T7100</td>
<td>Collection Cups for Random Drug Testing</td>
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<tr>
<td>T2035</td>
<td>Cots</td>
</tr>
<tr>
<td>T2130</td>
<td>Defibrillators</td>
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<tr>
<td>T2200</td>
<td>Dinnerware, Plastic</td>
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<td>T2220</td>
<td>Dishwashing Supplies</td>
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<tr>
<td>T2420</td>
<td>Dry Goods <em>(Blankets, Sheets, Towels, etc)</em></td>
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<td>T8023</td>
<td>Fingerprinting</td>
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<tr>
<td>T3240</td>
<td>Food Supplements and Thickeners</td>
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<tr>
<td>T3260</td>
<td>Footwear, Casual &amp; Uniform</td>
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<tr>
<td>T3460</td>
<td>Gloves, Exam, Nitrile &amp; Vinyl</td>
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<tr>
<td>T2240</td>
<td>Hand Sanitizer</td>
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<td>T3780</td>
<td>Hospital Supplies</td>
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<td>T3920</td>
<td>Incontinent Briefs &amp; Underpads</td>
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<td>L4055</td>
<td>Laboratory Supplies and Chemicals</td>
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<td>T4240</td>
<td>Leather Jackets</td>
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<tr>
<td>T4475</td>
<td>Meals Ready To Eat <em>(MRE)</em></td>
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<td>T4920</td>
<td>Napkin &amp; Condiment Kits</td>
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<tr>
<td>T5300</td>
<td>Paper, Foam &amp; Plastic Supplies; Paper Plates</td>
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<tr>
<td>T5400</td>
<td>Personal Protection/Safety Items; ANSI Safety Garments</td>
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<td>T5520</td>
<td>Pillows</td>
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<td>T5850</td>
<td>Respirators <em>(Gas Masks)</em></td>
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<td>T5980</td>
<td>Sanitary Napkins</td>
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<td>T5300</td>
<td>Toilet Tissue</td>
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<td>T6620</td>
<td>Toothpaste &amp; Toothbrushes</td>
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<tr>
<td>T8023</td>
<td>Translation &amp; Interpretation Services</td>
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<td>T7300</td>
<td>Wearing Apparel</td>
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<td>Description</td>
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<tr>
<td>T0370</td>
<td>ATV, Utility &amp; Golf Course Work Vehicles</td>
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<tr>
<td>T4320</td>
<td>Auto Auxiliary Lighting</td>
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<td>T0460</td>
<td>Auto Belts, Hoses &amp; Related Items</td>
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<tr>
<td>T0500</td>
<td>Auto Brake Pads for Police Pursuit Vehicles</td>
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<td>T0540</td>
<td>Auto Filter Elements</td>
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<td>T0510</td>
<td>Auto Glass Service</td>
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<td>T0620</td>
<td>Auto Lamps &amp; Flashers</td>
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<td>T0640</td>
<td>Auto Maintenance Chemicals</td>
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<td>T0740</td>
<td>Auto Tires</td>
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<tr>
<td>T7260</td>
<td>Auto Warning Lights &amp; Parts, Amber</td>
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<tr>
<td>T0800</td>
<td>Auto Windshield Wiper Arms, Blades &amp; Accessories</td>
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<tr>
<td>T6640</td>
<td>Heavy Duty Equipment</td>
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<tr>
<td>TS035</td>
<td>Fleet Fuel Card</td>
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<td>T4940</td>
<td>Navistar OEM Parts</td>
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<td>T5340</td>
<td>Paratransit Converted Minivan</td>
</tr>
<tr>
<td>T1360</td>
<td>School Buses</td>
</tr>
<tr>
<td>T6130</td>
<td>Snowplows</td>
</tr>
<tr>
<td>T6240</td>
<td>Spreader Repair Parts <em>(Flink, Monroe, Swenson)</em></td>
</tr>
<tr>
<td>T6640</td>
<td>Tractors - Compact, Utility Agriculture</td>
</tr>
<tr>
<td>T7160</td>
<td>Vehicles, Passenger, includes Hybrid Vehicles</td>
</tr>
<tr>
<td>T7170</td>
<td>Vehicles, Passenger &amp; Cargo Vans</td>
</tr>
<tr>
<td>T7200</td>
<td>Vehicles, Police Pursuit</td>
</tr>
<tr>
<td>T6840</td>
<td>Vehicles, Trucks, Light Duty - Cargo van, pickup truck, SUV</td>
</tr>
<tr>
<td>T6860</td>
<td>Vehicles, Trucks, Medium Duty, includes large Dump Trucks</td>
</tr>
</tbody>
</table>
SECTION 1

What is the Joint Purchasing Program?

The following explanation of the procedures to be followed by local governmental units wishing to participate in the State of Illinois Joint Purchasing Program has been prepared by the Department of Central Management Services Bureau of Strategic Sourcing (BOSS). As necessity dictates, changes, additions or deletions will be made to this publication.

The Governmental Joint Purchasing Act authorizes certain governmental units to purchase personal property and supplies jointly with the State of Illinois (30 ILCS 525/0.01 et seq.). A copy of the legislation may be found on page 26 of this manual.

The State of Illinois, through BOSS, will establish all rules, regulations and procedures in accordance with its policies and the law. It reserves the right to refuse any request for purchase if, in its opinion, pooling of a particular item or items is not beneficial or workable.

The concept of joint purchasing is not new. Volume buying and centralized procurement have meant lower prices for groups ranging from private clubs to the biggest corporations. In recent years joint purchasing by separate governmental legal entities has gained considerable prominence as a means by which local governments can secure a greater return for the expenditure of public funds. In essence, the program extends the promise of benefits of centralized procurement beyond the normal limits. This enables the smaller user to secure the price advantage of larger volume purchasing.

It should be clearly understood that this is a voluntary program. Within the framework of these procedures, each governmental unit determines the extent of its participation.

The State of Illinois does not become the purchasing agent for any governmental unit and has no intention to make sales directly to governmental units. All contracts are placed directly with business firms. Each governmental unit must issue its own purchase orders, accept its own deliveries, and make its own payments. Participation in one purchase or contract does not require participation in other State contracts.

What is a Joint Purchasing Entity?

Joint Purchasing entities are the State of Illinois, any public authority which has the power to tax, any other public entity created by statute, and any not-for-profit agency which qualifies under the State Use Law. For the purposes of this manual, a Joint Purchasing entity shall be referred to as a "governmental unit."
Advantages

In most cases, cooperative purchasing results in reduced costs derived from large scale centralized purchasing, improved specifications and increased price competition. Advantages are not limited to actual dollar savings on goods. Indirect savings are also realized by eliminating administrative duplication, thus saving time and manpower, in such ways as:

- Processing requisitions for bids;
- Writing and updating specifications;
- Taking, reading, and evaluating bids and making awards; and
- Gaining the knowledge and experience of professional buyers with greater technical research.

Prerequisites

Factors that contribute to the success of the Joint Purchasing Program:

- The program must start with a determination to promote the best interest of taxpayers without prejudice or favor.

- For a program of this nature to be successful, there must be an agreement to approach the development of standards and specifications with an open mind. Actual usage requirements, rather than a brand or vendor preferences, must be considered. Without such an approach, there is no sound basis for an agreement to abide by the bid results.

Expansion of Joint Purchasing Contracts

Governor Quinn is committed to maximizing the benefits of this program. Governmental units are invited to suggest items they would like to see covered by State contracts. When sufficient interest is expressed for items that can be purchased in volume, the State will consider entering into such contracts, whenever possible.

Governmental units are also encouraged to join together in joint purchase of common use items as permitted by the Governmental Joint Purchasing Act.

Joint Purchasing Mailing List

BOSS will limit mailings to one location for each governmental unit. In those instances where more than one official or department has need for the information, it is suggested that the local governmental unit make copies of the mailing for local distribution.
SECTION 2

Obligations of Participating Governmental Units

For the benefit of governmental units wishing to participate in joint purchasing, procedures have been established with the intention of maintaining good vendor relations and confidence in the program. These procedures result in better prices, services and delivery:

- Legal authority must exist for governmental units to make purchases from contracts issued by the State of Illinois. Official action must have been taken by the governing body of the unit authorizing its purchasing officials to participate in such a program.

- The ordinance or resolution passed by the governing body of the governmental unit MUST be sent to the Joint Purchasing Coordinator, Department of Central Management Services, 804 Stratton Office Building, 401 South Spring Street, Springfield, IL 62706. The official action shall be held in force until such time as it is withdrawn in writing. A sample resolution is included on Page 28 of this manual for your use.

- The governmental unit shall make all purchases under State contracts for public use only. Purchases through the contracts for the personal use or consumption by any individual or public employee or official are prohibited.

Guidelines for Ordering From Open-End State Contracts

1. Any governmental unit having a pre-existing contract shall complete that contract before participating in joint purchasing.

2. Governmental units should carefully read the Joint Purchasing Master Contract, as posted on the Illinois Procurement Bulletin issued by Central Management Services on the Internet at [http://www.purchase.state.il.us](http://www.purchase.state.il.us), as it may pertain to catalogs and price lists. In some instances, suppliers furnish these items on request. Every effort is made to keep supplier costs at a minimum so governmental entities can enjoy the lowest prices possible.

3. Orders shall be placed with the supplier directly by the governmental unit using its own purchase order forms. The purchase order must reference the State contract number, description of the item, brand and/or model number, unit of measure, unit price and price extension.

4. Purchase orders should not be issued for less than the minimum quantities shown on the Joint Purchasing Master Contract. A violation of this requirement results in loss of bidders and higher prices to the State and other participating governmental units on future contracts. Vendors are not required to deviate from the terms of their contract.
5. All items delivered under contracts awarded by BOSS should be inspected immediately for compliance with the contract specifications. Governmental units should seek replacement of any items not meeting specifications. Failure of suppliers to comply should be called to the immediate attention of BOSS. These calls should be directed to the attention of the buyer shown on the Joint Purchasing Master Contract, as posted on the Illinois Procurement Bulletin website http://www.purchase.state.il.us.

6. In the event of a dispute between the local governmental unit and a contract holder, the dispute shall be resolved by the disputing parties. In exceptional cases, however, the State may offer its services in the resolution of a dispute.

7. Governmental units making purchases from a State contract shall accept responsibility for direct payment to the vendor in accordance with the terms and conditions of the contract.
SECTION 3

Contracts Requiring a Joint Purchasing Requisition

- **Liquid Salt and Liquid Calcium Chloride**

  Firm quantity contracts for the purchase of Liquid Salt and Liquid Calcium Chloride are issued in the month of August each year.

  Prior to going out for bid, participating governmental units are surveyed to establish their liquid salt and liquid calcium chloride requirements for the upcoming period. The survey, mailed in May of each year, consists of a CMS Memorandum explaining the major terms of the contract and the definite time for returning the enclosed Joint Purchasing Requisition Form.

  It will be the sole responsibility of the governmental unit to inform BOSS prior to the established deadline of its intention to participate in the purchase of Liquid Salt and Liquid Calcium Chloride with the State.

- **Rock Salt**

  Open-End Guaranteed Order Minimum-Maximum Furnish type contracts for the purchase of bulk Rock Salt used on roads and highways during the winter season are issued in the month of September each year.

  Prior to enacting the contract, participating governmental units are surveyed to establish their salt requirements for the upcoming winter season. The survey, mailed in February of each year, consists of a CMS Memorandum explaining the major terms of the contract and the definite time for returning the enclosed Joint Purchasing Requisition Form.

  It will be the sole responsibility of the governmental unit to inform BOSS by the established deadline of its intention to participate in the purchase of Bulk Rock Salt with the State.
**Traffic Marking Paint and Glass Beads**

Firm quantity contracts for the purchase of White and Yellow Traffic Paint, in bulk and in 55-gallon drums, and Glass Beads are issued in the month of **December** each year.

Prior to enacting the contracts, participating governmental units are surveyed to establish their traffic paint and glass beads requirements for the upcoming traffic-painting period. The survey, mailed in **August** of each year, consists of a CMS Memorandum explaining the major terms of the contract and the definite time for returning the enclosed Joint Purchasing Requisition Form.

It will be the sole responsibility of the governmental unit to inform BOSS by the established deadline of its intention to participate in the purchase of Traffic Paint and Glass Beads with the State.

**Procedures for Submitting Joint Purchasing Requisitions**

All governmental units are required to submit an Illinois Joint Purchasing Requisition Form for the calcium chloride, liquid salt, rock salt, traffic marking paint and glass beads contract items. A single copy of the Joint Purchasing Requisition Form, signed by the authorized official or agent of the governmental unit, is all that is required.

To be placed on the mailing list to receive requisition information, contact the CMS Bureau of Strategic Sourcing at (217) 782-8091 or (217) 782-2001.

Upon completion of the purchase, the vendor award will be recorded on the Joint Purchasing Requisition Form and returned to the governmental unit at the address shown on the requisition. It will then be the responsibility of the governmental unit to issue the contract vendor a purchase order.

**Factors to Consider Prior to Filing a Requisition with the State**

1. No subsequent bids covering the same items should be solicited by any governmental unit filing a requisition. The State issues an award based on the requirements covered by requisitions and this quantity must be ordered regardless of whether or not lower prices may be offered locally. The State does not take bids to obtain estimated prices. Withdrawal of a requisition after subsequent solicitation for bids has been made shall not be permitted.

The practice of withdrawing a requisition could destroy the good faith of the State’s bid and might lead to price manipulation with State prices used to “beat down local prices.” Such a practice would be detrimental to the interest and integrity of the contracts and to the State’s entire purchasing program.
2. Overlapping time periods must be identified on the Joint Purchasing Requisition Form so there will be no misunderstanding as to whether or not existing commitments will be honored or as to the date a future commitment will begin.

3. It should be clearly understood that the governmental unit has delegated its authority to purchase items covered by the requisition. Immediately following the award, the governmental unit shall be notified of the contractor and the quoted price.

4. Only specifications established in the invitation for bid shall be accepted.
SECTION 4

Contract Information on the Internet

BOSS publishes Joint Purchasing Program contract information on the Illinois Procurement Bulletin, located on the Internet at http://www.purchase.state.il.us. A detailed user manual is available in this area. You are not required to be a registered user of the Illinois Procurement Bulletin in order to access contract information. There is no cost to use this service.

A link is available to BOSS’s standard terms and conditions, as well as those of the CMS Printing Division. You will also find a link to general ordering instructions. Some Joint Purchasing Master Contracts have very specific ordering instructions or may recently have been amended. Therefore, the user should review each contract on-line carefully to ensure up-to-date contract information prior to placing an order.

To view contract details, go to the web page and select the link entitled Master Contracts. From the Master Contracts page, select the Joint Purchasing link to view the alphabetized list of contracts available to governmental units. Select the blue arrow next to the contract name, then select a contract number, and then select the Contract File Attachment to download the contract.

If your governmental unit is not a member of the Joint Purchasing Program and attempts to order from a posted contract, it could be violating the purchasing laws of your governmental unit. If you are unsure, please contact Dennis Smith, Joint Purchasing Coordinator, at (217) 785-6935 or Dennis.Smith@illinois.gov.

E-Mail Notification of Contract Awards

You may subscribe for automated e-mail notifications when new or revised contracts have been awarded. Select the “New Subscription” link on the left navigation pane of the Illinois Procurement Bulletin. The initial subscription page provides general information regarding the automated e-mail notifications.

After reviewing the general information and disclaimer, complete the “Log In/New Subscriber” page. Enter the e-mail address that you will use to receive Joint Purchasing Master Contract e-mail notifications and select “Continue.” This same e-mail address will be used when sending automated notifications for new or revised Joint Purchasing Master Contracts, confirming the subscription process and updating your subscription.

When creating a new subscription, the next step is to select the contracts for automated e-mail notifications. Each Joint Purchasing Master Contract has a "T" number. You will only receive e-mail notification for the Joint Purchasing master contracts that match the "T" number(s) you select on your subscription. You must select at least one "T" number to complete this subscription then select the “Add” button to display the "T" number list box.

Save your subscription form by selecting the “Submit” button.
After saving your subscription, you will immediately receive an automatic e-mail notification instructing you to confirm your subscription. The e-mail will contain a link used to complete the confirmation. When you select the link, the Subscription Confirmation page will display. **Your subscription will not be active and you will not receive automated e-mail notifications until you have confirmed your account using the link in the e-mail.**

Select the “Confirm” button to complete the confirmation. Your account will be activated and you will begin receiving automated e-mail notifications within one business day.

**NOTE:** If you access Joint Purchasing Master Contracts frequently, you may choose not to receive e-mail notifications. However, remember to always carefully review the contract on-line immediately before you place an order.

**Help Desk**

Should you need assistance with the Internet information or procedures, please contact:

**Illinois Procurement Bulletin Contract Information Help Desk**

Email:  [webmaster@purchase.state.il.us](mailto:webmaster@purchase.state.il.us)

Phone:  (217) 557-5695
SECTION 5

Questions and Answers

Q. What is joint purchasing with the State of Illinois?

A. Joint purchasing is the pooling of State of Illinois procurement requirements with those of local governmental units. It offers local governmental units the opportunity to share with the State the benefits of large scale centralized purchasing.

Q. How much will governmental units save?

A. No one can say exactly. Administrative costs in processing requisitions, taking bids and making awards will be eliminated, while the services of professional buyers and other technical personnel will be available at no cost.

Q. How much will it cost governmental units to participate?

A. There is no cost for this service. The Department of Central Management Services reserves the right, however, to review this policy at the end of each year.

Q. What does the State get out of joint purchasing?

A. It is a fundamental purchasing principle that increased volume generally causes a reduction in prices. When high quality standards are maintained and a reduction in cost is still obtained, both the State and its governmental units will profit. The real purpose of the Joint Purchasing Program, however, is that the State can be of help to the various local governmental units, which may or may not have established purchasing departments for procurement functions. As a result, reductions can be made in administrative costs incurred in preparation of specifications, solicitation and evaluation of bids, making awards, and availability of professional engineering and testing.

Q. What items seem to be potentially suitable for joint purchasing?

A. Suitable items must possess the following characteristics:

2. Similar end uses with identical specifications.
3. Procurement in sufficient quantities with anticipated savings great enough to merit the added time and expense of a joint bid.
Q. What if an item is not listed as being available for joint purchasing, yet readily appears to be an item suitable for inclusion in the program?

A. If there are questions concerning items that are not listed but which the unit of government feels could be purchased jointly with the State, contact the Joint Purchasing Coordinator at telephone number (217) 785-6935.

Q. Can other governmental units recommend names of bidders?

A. Yes. BOSS is always glad to receive names of local bidders interested in bidding on any or all of its requirements. However, in order to be eligible, all prospective bidders must be prequalified to do business with the State. To learn how to become a State vendor and download the necessary forms, go to the “CMS Selling to Illinois” web page, http://www.sell2.illinois.gov/

Q. Will preference be given to local suppliers because “they are taxpayers in the community”?

A. Only in the case of tie bids “when all other things are equal” and the award would not increase the cost to the taxpayers. Illinois vendors receive awards over out-of-state vendors in these instances. To do otherwise becomes a matter of discrimination in which one small group of taxpayers is given an advantage at the expense of other taxpayers.

Q. Will the State purchase specialties or items not listed in the procurement schedule used by State agencies?

A. Not unless special circumstances exist. Inquiries on such items may be made, by letter, to BOSS which will make decisions on the basis of individual evaluation.

Q. If a government unit chooses not to enter into joint purchasing, will the State extend other services?

A. Yes. The services of BOSS are available, on written request, in matters dealing with specifications or prices being paid for commodities or equipment. Lists of qualified bidders for various items will also be made available.

Q. How will government units be notified of State joint purchasing contracts?

A. An automated e-mail notification service is available for governmental units wishing to receive notification when new or revised contracts have been added to the Joint Purchasing section of the Master Contracts system. Please go to Section 4: E-Mail Notification of Contract Awards, located on page 18 of this publication, to review the steps necessary to subscribe for this service.
Q. Are there contracts that permit purchases by governmental units without requiring units to submit requisitions for fixed requirements?

A. Yes. Most centralized State contracts covering estimated quantities contain a price extension clause permitting local governmental units to participate therein. When such a clause is contained in the contract, agencies may use the contract by placing an order directly with the firm. See Section 2: Guidelines For Ordering From Open-End State Contracts, located on page 12, for information regarding placing orders.

Q. What if the governmental unit changes its mailing address, contact person, telephone number, fax number or e-mail address?

A. The governmental unit is responsible for notifying BOSS of all changes in mailing address, contact person, telephone or fax number and e-mail address. This is necessary to ensure that program information is directed to the appropriate person. Please send updated information to the Joint Purchasing Coordinator at the mailing address, fax number or email address shown on Page 24.

Q. Does the State have joint purchasing contracts with minority- and female-owned businesses?

A. Yes. Each Joint Purchasing Master Contract will show a five (5) alpha Business Class Code near the name of the vendor on the Contract Vendors page. This code will identify the ownership and also indicates if the vendor is classified as a small business or a large business. The following is an explanation of each position of the codes:

**Position one**

<table>
<thead>
<tr>
<th>Code</th>
<th>Business Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>Not-For-Profit Rehabilitation Agency for the Handicapped</td>
</tr>
<tr>
<td>F</td>
<td>Agencies of the Federal Government</td>
</tr>
<tr>
<td>G</td>
<td>Governmental Agencies from Other States</td>
</tr>
<tr>
<td>N</td>
<td>Not Applicable or Male Owned</td>
</tr>
<tr>
<td>O</td>
<td>Other</td>
</tr>
<tr>
<td>P</td>
<td>Pending BEP Certification</td>
</tr>
<tr>
<td>R</td>
<td>Rehabilitation Facility - Not DORS Certified</td>
</tr>
<tr>
<td>W</td>
<td>Women Owned</td>
</tr>
</tbody>
</table>

**Position two**

<table>
<thead>
<tr>
<th>Code</th>
<th>Business Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Oriental/Asian American</td>
</tr>
<tr>
<td>B</td>
<td>African American</td>
</tr>
<tr>
<td>H</td>
<td>Hispanic</td>
</tr>
<tr>
<td>I</td>
<td>American Indian/Alaskan Native</td>
</tr>
<tr>
<td>N</td>
<td>Non-Minority</td>
</tr>
<tr>
<td>O</td>
<td>Other</td>
</tr>
<tr>
<td>P</td>
<td>Pending BEP Certification</td>
</tr>
</tbody>
</table>
Position three  Business Size:
L = Large
P = Pending BEP Certification
S = Small

Position four  Business Type:
E = Commodities and Equipment
J = Commodities/Equipment/Services
K = Commodities/Equipment/Maintenance/Repair
M = Maintenance and Repair
O = Other
P = Professional and Artistic Services
R = Renovation/Rehabilitation/Construction
T = Services/Maintenance/Repair
U = Unqualified
V = Services (Contractual)

Position five  Disability Code:
N = Not applicable/Not Disabled
P = Person with a Disability
Q = Supported Employment Vendors

As an example, a business classified as WBSEN would be a Woman Owned, African American Owned, Small, Commodities and Equipment Business, whose owner is not a person with a Disability.

Q. **Does the State have joint purchasing contracts that include items made from recycled materials?**

A. It is the intent of the State of Illinois, whenever feasible, to encourage the maximum procurement of goods that are made from recovered materials by an ongoing program to include such products in State contracts.

Specifications of products with recycled material content are designated as such by use of the letter “R” in the first position of the Commodity Identification Number (CIN). An example follows:

5113-588-0000 Paper Products - (Virgin)
R113-588-0000 Paper Products - (Recycled)
Contact Information

Please contact the Joint Purchasing Coordinator for additional information. If you wish to visit the office, please do so by appointment. Direct communications to:

Dennis Smith, Coordinator
Joint Purchasing Program
Illinois Department of Central Management Services
804 Stratton Office Building
Springfield, IL 62706

Office: 217-785-6935
Fax: 217-558-1759
Email: Dennis.Smith@illinois.gov
(30 ILCS 525/) Governmental Joint Purchasing Act.

(30 ILCS 525/0.01) (from Ch. 85, par. 1600)
Sec. 0.01. Short title. This Act may be cited as the Governmental Joint Purchasing Act.
(Source: P.A. 86-1324.)
(30 ILCS 525/1) (from Ch. 85, par. 1601)
Sec. 1. For the purposes of this Act, "governmental unit" means State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.
(Source: P.A. 86-769.)
(30 ILCS 525/2) (from Ch. 85, par. 1602)
Sec. 2. Joint purchasing authority.
(a) Any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive bids as provided in Section 4 of this Act. The provisions of any other acts under which a governmental unit operates which refer to purchases and procedures in connection therewith shall be superseded by the provisions of this Act when the governmental units are exercising the joint powers created by this Act.

(a-5) The Department of Central Management Services may purchase personal property, supplies, and services jointly with a governmental entity of another state or with a consortium of governmental entities of one or more other states. Subject to provisions of the joint purchasing solicitation, the Department of Central Management Services may designate the resulting contract as available to governmental units in Illinois.

(b) Any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government, shall be eligible to participate in contracts established by the State.
(Source: P.A. 96-584, eff. 1-1-10.)
(30 ILCS 525/3) (from Ch. 85, par. 1603)
Sec. 3. Conduct of bid-letting. Under any agreement of governmental units that desire to make joint purchases pursuant to subsection (a) of Section 2, one of the governmental units shall conduct the letting of bids. Where the State of Illinois is a party to the joint purchase agreement, the Department of Central Management Services shall conduct the letting of bids. Expenses of such bid-letting may be shared by the participating governmental units in proportion to the amount of personal property, supplies or services each unit purchases.

When the State of Illinois is a party to the joint purchase agreement pursuant to subsection (a) of Section 2, the acceptance of bids shall be in accordance with the Illinois Procurement Code and rules promulgated under that Code. When the State of Illinois is not a party to the joint purchase agreement, the acceptance of bids shall be governed by the agreement.

When the State of Illinois is a party to a joint purchase agreement pursuant to subsection (a-5) of Section 2, the State may act as the lead state or as a participant state. When the State of Illinois is the lead state, all such joint purchases shall be conducted in accordance with the Illinois Procurement Code. When Illinois is a participant state, all such joint purchases shall be conducted in accordance with the procurement laws of the lead state; provided that all such joint procurements must be by competitive sealed bid. All resulting awards shall be published in the appropriate volume of the Illinois Procurement Bulletin as may be required by Illinois law governing publication of the solicitation, protest, and award of Illinois State contracts. Contracts resulting from a joint purchase shall contain all provisions required by Illinois law and rule.

The personal property, supplies or services involved shall be
distributed or rendered directly to each governmental unit taking part in the purchase. The person selling the personal property, supplies or services may bill each governmental unit separately for its proportionate share of the cost of the personal property, supplies or services purchased.

The credit or liability of each governmental unit shall remain separate and distinct. Disputes between bidders and governmental units shall be resolved between the immediate parties.

(Source: P.A. 96-584, eff. 1-1-10.)

(30 ILCS 525/4) (from Ch. 85, par. 1604)

Sec. 4. Bids. The purchases of all personal property, supplies and services under this Act shall be based on competitive, sealed bids. For purchases pursuant to subsection (a) of Section 2, bids shall be solicited by public notice inserted at least once in a newspaper of general circulation in one of the counties where the materials are to be used and at least 5 calendar days before the final date of submitting bids. Where the State of Illinois is a party to the joint purchase agreement, public notice soliciting the bids shall be inserted in the appropriate volume of the Illinois Procurement Bulletin. Such notice shall include a general description of the personal property, supplies or services to be purchased and shall state where all blanks and specifications may be obtained and the time and place for the opening of bids. The governmental unit conducting the bid-letting may also solicit sealed bids by sending requests by mail to prospective suppliers and by posting notices on a public bulletin board in its office.

All purchases, orders or contracts shall be awarded to the lowest responsible bidder, taking into consideration the qualities of the articles or services supplied, their conformity with the specifications, their suitability to the requirements of the participating governmental units and the delivery terms.

Where the State of Illinois is not a party, all bids may be rejected and new bids solicited if one or more of the participating governmental units believes the public interest may be served thereby. Each bid, with the name of the bidder, shall be entered on a record, which record with the successful bid indicated thereon shall, after the award of the purchase or order or contract, be open to public inspection. A copy of all contracts shall be filed with the purchasing agent or clerk or secretary of each participating governmental unit.

(Source: P.A. 96-584, eff. 1-1-10.)

(30 ILCS 525/4.1) (from Ch. 85, par. 1604.1)

Sec. 4.1. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly.

(Source: P.A. 84-731.)

(30 ILCS 525/4.2) (from Ch. 85, par. 1604.2)

Sec. 4.2. Any governmental unit may, without violating any bidding requirement otherwise applicable to it, procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures.

(Source: P.A. 87-960.)

(30 ILCS 525/5) (from Ch. 85, par. 1605)

Sec. 5. The provisions of this Act shall not apply to public utility services.

(Source: Laws 1961, p. 3382.)

(30 ILCS 525/6) (from Ch. 85, par. 1606)

Sec. 6.

The powers and authority conferred by this Act shall be construed as in addition and supplemental to powers or authority conferred by any other law and nothing in this Act shall be construed as limiting any other powers or authority of any public agency.

(Source: P. A. 76-641.)
AGENDA ITEMS
FAYETTE COUNTY HIGHWAY DEPARTMENT
January 13, 2015 BOARD MEETING

Motion To:

Approve the "Local Agency Agreement for Federal Participation" with the Illinois Department of Transportation to replace the bridge just west of Saint Peter, on 2100E, in Lone Grove Township. Section 12-07130-00-BR.

Resolution To:

Appropriate the local funding share (estimated to be $50,000: $40,000 TBP and $10,000 FAM) from the Township Bridge Program and the Federal Aid Matching Fund to replace the bridge just west of Saint Peter, on 2100E, in Lone Grove Township. Section 12-07130-00-BR.
This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name 2100E Road  
Route TR 476  
Length 0.085 m

Termini West of Saint Peter over Tributary to Lone Grove Branch

Current Jurisdiction Lone Grove Road District  
TIP Number  
Existing Structure No 025-3286

Project Description

This section involves the removal of the existing structure and construction of a new, single span bridge, consisting of PPC deck beams on pile bent abutments. The proposed bridge will have a through width of 24'-0" and a length of 67'-6 1/2" to back of abutments.

Division of Cost

<table>
<thead>
<tr>
<th>Type of Work</th>
<th>STP-Br</th>
<th>%</th>
<th>TBP</th>
<th>%</th>
<th>LA</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participating Construction</td>
<td>200,000</td>
<td>(80)</td>
<td>40,000</td>
<td>(16)</td>
<td>10,000</td>
<td>(4)</td>
<td>250,000</td>
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<td>Non-Participating Construction</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
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<tr>
<td>Preliminary Engineering</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
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<td>( )</td>
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<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
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<tr>
<td>Utilities</td>
<td>( )</td>
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<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
</tr>
<tr>
<td>Materials</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
<td>( )</td>
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<tr>
<td>TOTAL</td>
<td>$200,000</td>
<td>$52,000</td>
<td>$13,000</td>
<td>$265,000</td>
<td></td>
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</tr>
</tbody>
</table>

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

Local Agency Appropriation

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) ______________________ due by the ______________________ of each successive month.

METHOD B--- Monthly Payments of ______________________ divided by estimated total cost multiplied by actual progress payment.

METHOD C---LA's Share $50,000 ______________________ (See page two for details of the above methods and the financing of Day Labor and Local Contracts)
Agreement Provisions

THE LA AGREES:

(1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement. The LA will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to LA on this or any other contract. The STATE, at its sole option, upon notice to the LA, may place the debt into the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.

(11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval be the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and

(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

(c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.

(23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
(25) (Single Audit Requirements) That if the LA expends $500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA’s that expend less than $500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62704), within 30 days after the completion of the audit, but no later than one year after the end of the LA’s fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

(26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/portal/public/SAM#1.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA’s certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
   (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
   (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA’s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**
Local Agency

Mr. Stephen L. Knebel
Name of Official (Print or Type Name)

Fayette County Board Chairman
Title (County Board Chairperson/Mayor/Village President/etc.)

[Signature] 1/14/2015

The above signature certifies the agency’s TIN number is 37-6000800 conducting business as a Governmental Entity.

DUNS Number 055354604

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**APPROVED**
State of Illinois
Department of Transportation

Erica J. Borggren, Acting Secretary

By:
Aaron A. Weatherholt, Deputy Director of Highways

Omer Osman, Director of Highways/Chief Engineer

Michael A. Forti, Chief Counsel

Tony Small, Director of Finance and Administration

Printed on 1/7/2015
LOCATION MAP
TR 476 OVER TRIBUTARY TO LONE GROVE BRANCH
SECTION 12-07130-00-BR
FAYETTE COUNTY, ILLINOIS
JURISDICTIONAL ADDENDUM NO. 3

Fayette County
Lone Grove Road District
Section 12-07130-00-BR
Project BROS-0051(096)

Paragraph (4) on Page 2 under Local Agency Agrees is hereby revised to read "The Road District has current jurisdiction and will continue to retain jurisdiction of the completed improvement".

[Signature]
Highway Commissioner
RESOLUTION

WHEREAS; Fayette County desires to replace the existing structure over a Tributary to Lone Grove Branch, where the same is crossed by T.R. 476 (2100E), just west of Saint Peter, Structure No. 026-3286; and

WHEREAS; Federal Highway Funds are available to pay for 80% of the construction cost of said bridge; and

WHEREAS; the Illinois Department of Transportation will be receiving sealed bids for the construction of Str. No. 026-3462, Lone Grove Road District, Section 12-07130-00-BR; and

WHEREAS; the County Engineer recommends awarding a contract for the construction of the Lone Grove Road District bridge, Section 12-07130-00-BR, to the lowest responsible bidder.

NOW, THEREFORE BE IT RESOLVED; that the County Board shall obligate sufficient funds, from the Township Bridge Program and Federal Aid Matching Fund, in order to cover the local share of the construction cost, estimated to be $50,000, for said bridge; and

BE IT FINALLY RESOLVED; that the award of said construction contract shall be dependent on the concurrence of the Illinois Department of Transportation.

Stephen L. Knebel,
Fayette County Board Chairman

I, Vicky L. Conder, County Clerk, in and for Fayette County, Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution approved by the County Board of Fayette County at its meeting on the 14th day of January, 2015.

IN TESTIMONY WHEREOF; I have unto set my hand and seal, at my office, this 14th day of January, 2015.

Vicky L. Conder,
Fayette County Clerk
Ordinance

ORDINANCE NUMBER 2015-01-13-D
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN FAYETTE COUNTY, ILLINOIS for Fiscal year 2016, beginning on July 1, 2015 and ending on June 30, 2016.

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Fayette County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the Fayette County limits:

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of Fayette County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

Section 2. The County Clerk of the County of Fayette shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Fayette County a Grant Application to the Illinois Department of Transportation.

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of Fayette County all required Grant Agreements with the Illinois Department of Transportation.

APPROVED by the Chairman of the Fayette County Board, this 13th day of January 2015, and deposited and filed in the office of the Fayette County Clerk of said County on that date.

Elected Board Members _____

PRESENT ______

AYE ______

NAY ______

[Signature]
Clerk of Fayette County, Illinois

[Signature]
Chairman of Fayette County, Illinois
Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Douglas, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Douglas Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.

2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.

3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.

4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.

5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.

6. That the terms of this Agreement will be effective for the twelve-month grant period.

7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.

8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.
9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.

10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.

11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2015 to June 30, 2016 and will be submitted for approval annually.

COUNTY OF SHELBY, a body politic and corporate

By: ________________________________
Chairperson, Shelby County Board

ATTEST:

_______________________________
Shelby County Clerk

COUNTY OF FAYETTE, a body political and corporate

By: ________________________________
Chairperson, Fayette County Board

ATTEST:

__________________
Fayette County Clerk