



Rickey Williams, Jr., Mayor

**NOTICE AND AGENDA
DANVILLE CITY COUNCIL
**to be held via teleconference
Tuesday, September 15, 2020 – 6:00 PM**

1. Call to Order – Roll Call
2. Invocation – Alderman Brenda Brown
3. Pledge of Allegiance
4. Approval of Minutes
5. Approval of Agenda
6. Report from Mayor Williams
 - A. Proclamations
 - B. Board/Committee/Personnel Appointments
 1. Appoint Robert D. “Doug” Knapp to the Public Building Commission (term 09/2025)
 - C. Reports of Boards, Agencies, Commissions
 - D. Items of Information
7. Petitions, Communications, Audience Comments
8. Zoning Petitions
 - A. Ordinance: Amending Zoning Ordinance and Map to Approve Rezoning Petition #279 for 204 Eastgate Drive *
9. Approval of Payrolls *
10. Approval of Vouchers Payable *
11. Public Works Committee Report
 - A. Resolution: Awarding Bid #653 for Purchase of ADA Paratransit Service *
 - B. Resolution: Awarding Bid #654 for Fleet Liability Insurance *
 - C. Resolution: Approving FTA Public Transportation Agency Safety Plan (PTASP) *
 - D. Resolution: Authorizing Disposal of Automated Garbage Truck *
 - E. Resolution: Authorizing Budget Amendment to Storm and Sanitary Sewer (Fund 402) and Awarding Bid #658 for Northwest Sanitary Sewer Service Area Reconstruction *
 - F. Resolution: Approving Professional Services Agreement for Construction Engineering Services for the Northwest Sanitary Sewer Service Area Reconstruction *
 - G. Items of Information
12. Public Services Committee Report
 - A. City Clerk’s Report
 1. Approval of Licenses *

CITY COUNCIL AGENDA
PAGE – 2 –
SEPTEMBER 15, 2020

- B. Resolution: Approving Memorandum of Understanding with ONI Risk Partners *
- C. Resolution: Authorizing Budget Amendment to Community Development Block Grant (106) *
- D. Resolution: Amending Community Development Block Grant Annual Action Plan and Consolidated Plan for Plan Years 2020-2025 *
- E. Resolution: Authorizing Application to Illinois Housing Development Authority for Funds for Securing, Maintaining and Demolishing Abandoned Properties *
- F. Resolution: Approving Contract for Fire Services to VA Illiana Healthcare Facilities *
- G. Items of Information

13. Items of Information

14. Closed Session

15. Adjournment

(* paperwork included)

*****Public Input and live meeting audio streaming for the September 15, 2020 City Council meeting:***
Anyone may listen to the meeting via YouTube live audio streaming services. The link for live audio streaming will be provided on the City of Danville website's home page: www.cityofdanville.org. We ask that you submit your public comments via email to cityclerk@cityofdanville.org by 4:30PM on Tuesday, September 15, 2020. These public comments will be read during audience comments per City Council rules and time limits.

We are committed to making our best efforts during this difficult time to be compliant with the Open Meetings Act. We appreciate your patience. The audio recording will be posting on the City's website following the meeting.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE
AND ACCOMPANYING MAP THERETO,

WHEREAS, The petitioner, Danville Development LLC, is requesting that the property of 204 Eastgate Drive be rezoned from I2- General Industrial to B3- General Business to allow for a casino to be located on the parcel, and;

WHEREAS, the Danville Area Planning & Zoning Commission, after conducting a public hearing on Thursday, September 3rd, 2020 recommended Denial of the petition by a vote of 5-1.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Danville, Illinois as follows:

SECTION 1: That the Zoning Ordinance of the City Council of the City of Danville, Illinois, and accompanying map thereto, as amended, are hereby further amended insofar as the same relates to certain parcels of land known and described as

74 EASTGATE SUB E2 L11 & ALL L12

by changing the classification of the subject tracts from I2 – General Industrial to B3 – General Business

SECTION 2: This amendatory Ordinance shall take effect upon its passage and approval.

PASSED this 15th day of September, 2020, by _____ ayes, _____ nays and _____ absent.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Re-Zoning Petition # 279

Danville Development LLC

204 Eastgate Drive

FILED

AUG 12 2020

Lisa K. Monson, City Clerk
Danville, Illinois

Per: 09/03/20
cc: 09/15/20

	PETITION FOR REZONING	
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Zoning Petition # 279

Before the Planning & Zoning Commission of the City of Danville, Illinois:

1. Name of Petitioner(s): Danville Development, LLC
2. Address of Petitioner: 1265 Scottsville rd. Rochester, NY 14618
3. Phone number of Petitioner: 585-464-9400
4. Name and Address of Owner(s) (if different from petitioner) and other persons who have any interest in the property:
N/A
5. Legal Description of Property (attach additional sheets if necessary):
23-12-451-043 74 Eastage Sub E2 L11 & ALLL12
6. Common Address of Property: 204 eastgate drive, Danville, IL 61834
7. Present use of Property: Distribution/Storage Warehouse
8. Length of such Use: Approximately 5 years
9. Current Zoning Classification: I-2 General Industrial District
10. Proposed use of Property: Gaming and Entertainment Facility
11. Requested Zoning Classification: B-3 General Business District

Wherefore, the petitioner prays that this petition be heard by the Danville Planning & Zoning Commission and the request for change of zoning be granted.

I hereby certify that the above listed information is true and correct and that I understand, and will follow the rules and regulations set forth in the Danville Zoning Ordinance if the petition is approved by the Planning & Zoning Commission and the City Council of the City of Danville, Illinois.


Signature of Petitioner

Subscribed and Sworn to before me
this 12th day of August, 2020

Sharlene A. Buckingham
Notary Public

Fee Paid?: \$200 8/13/20

SHARLENE A. BUCKINGHAM
No. 01BU4812880
Notary Public, State of New York
Qualified in Genesee County
My Commission Expires Aug. 31, 2021

**Site Plan Overview for Request for Zoning and New Use
at 204 Eastgate Drive, Danville, IL 61834**

Pursuant to the latest Illinois Gaming Expansion, we are proposing to locate the gaming facility awarded to the City of Danville (Phase I) within one of the existing structures located at the 204 Eastgate Drive parcel. This submission and site review are submitted to seek approval to rezone this parcel as B-3 General Business District to accommodate the change in use.

This property was originally used as a manufacturing facility. Most recently, it has been used as a distribution/storage warehouse for a local manufacturer. The developed parcel consists of approximately 8.5 acres with three existing structures totaling 110,000 sf currently erected on the parcel. One of the existing pre-engineered metal buildings of approximately 60,000 sf, will be utilized as the building structure for the gaming facility. The remaining 50,000 sf of existing structures are to be demolished. Other than a proposed porte cochere, no other substantial changes to the remaining structure are anticipated.

The Porte Cochere will be added to the front entrance of the structure, along with landscaping and decorative lighting. The exterior of the existing pre-engineered metal building will be renovated to a neat, like-new appearance. Onsite parking will be provided for the patrons as well as employees and will consist of approximately 690 parking spaces conveniently located to the main and employee entrances. Site development will include all site utilities, asphalt paved parking areas, site lighting, landscaping, and monument sign at the gaming facility entrance. An additional curb cut may be required to facilitate the traffic circulation on Eastgate Drive and Eastgate Court.

The adjoining adjacent property owners are limited to a metal recycler, a truck terminal and a bank branch office. We anticipate no issues with them related to the proposed gaming facility. However, notices will be sent to these property owners. The notification for today's meeting was published on _____ and the certificate of publication will be provided if requested.

The gaming facility hours of operation will be 24 hours a day, 7 days a week. Construction of the gaming facility will take nine months from the close of financing.

The request is consistent with all applicable provisions of the Comprehensive Plan as it is compatible with the existing or allowable uses of the adjacent properties. Proposed location is ideally situated adjacent to the Northern Hotel District just off the Lynch Rd exit of 74, with over 500 hotel rooms within walking distance or a short drive to the proposed development. Eastgate Drive consists of a mixture of commercial properties such as the hotels, banking and retail as well as industrial properties such as the metal recyclers and distribution/storage warehouses. Therefore, not only will the gaming facility preserve the existing character of the vicinity, it will actually compliment the character, which should be welcomed by the City of Danville.

There are no concerns with the health or safety of the public from the proposed use. Given the absence of any residences in the immediate vicinity, it will have little, if any, impact on any living conditions. There are no concerns or adverse effects on the natural environment. The majority of the 8.5 acre parcel is impervious, covered by buildings, driveways and parking areas. However, a drainage study will be

completed and proper site drainage constructed for any increase in impervious areas. Any light spill from the parking lot lighting will be minimized and will have no adverse effect on the adjoining property owners or those in the immediate vicinity.

A traffic study will be prepared to identify any potential traffic impacts. As part of the agreement with the City of Danville, the petitioner will be responsible for funding and constructing any traffic mitigation measures recommended by the Traffic Engineer.

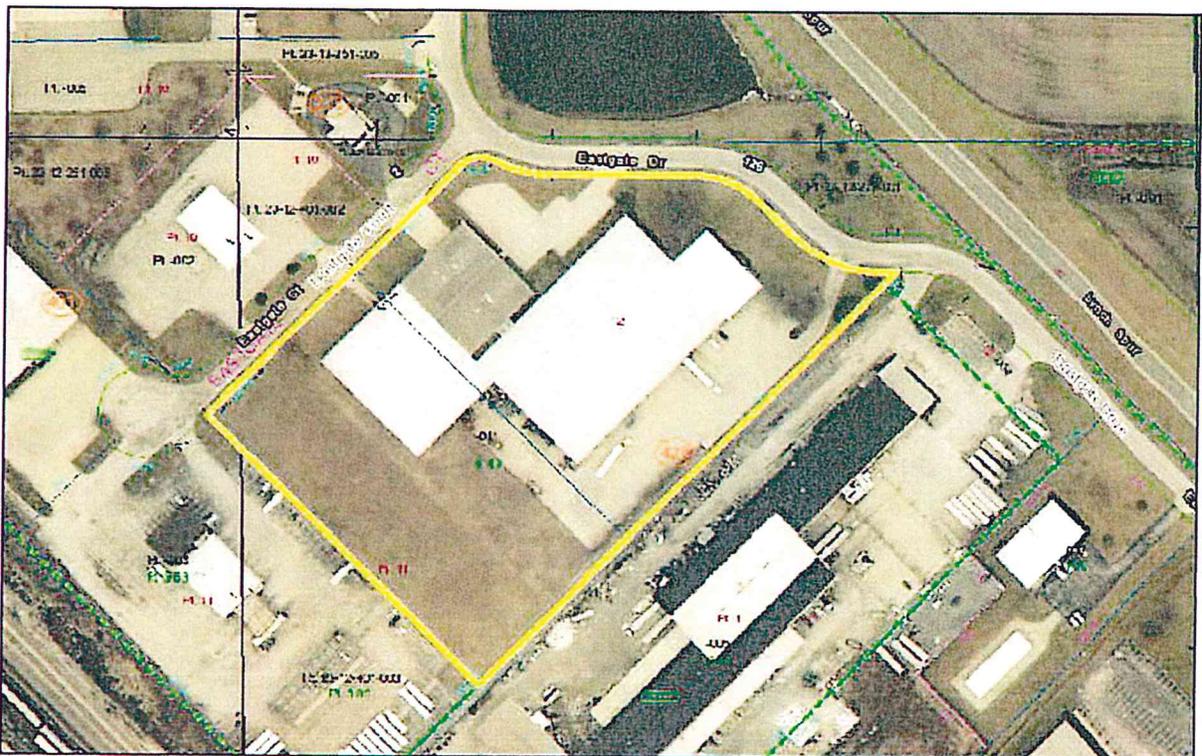
Adequate public facilities exist or will exist to serve the proposed development. The City Engineer has has been provided forecasted water demands and sewage flows. Adequate public water supply is available and sufficient sanitary sewer capacity is available to open the facility and operate in the interim. However, there is project currently under design to increase the long-term capacity, which is scheduled to be completed in 2021. The upgrade will be completed prior to the late fall 2021 start of operations of the gaming facility. As part of the agreement with the City of Danville, the petitioner will be responsible for contributing funds toward the construction of sanitary capacity upgrade.

We respectfully request this change in use be granted by committee and be forwarded on to the full City Council for a vote to rezone this area as B-3 General Business District.

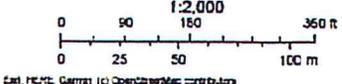
PLAT MAP

Borrower: N/A
Property Address: 204 Eastgate Dr.
City: Danville
Lender: Sherry Rostami

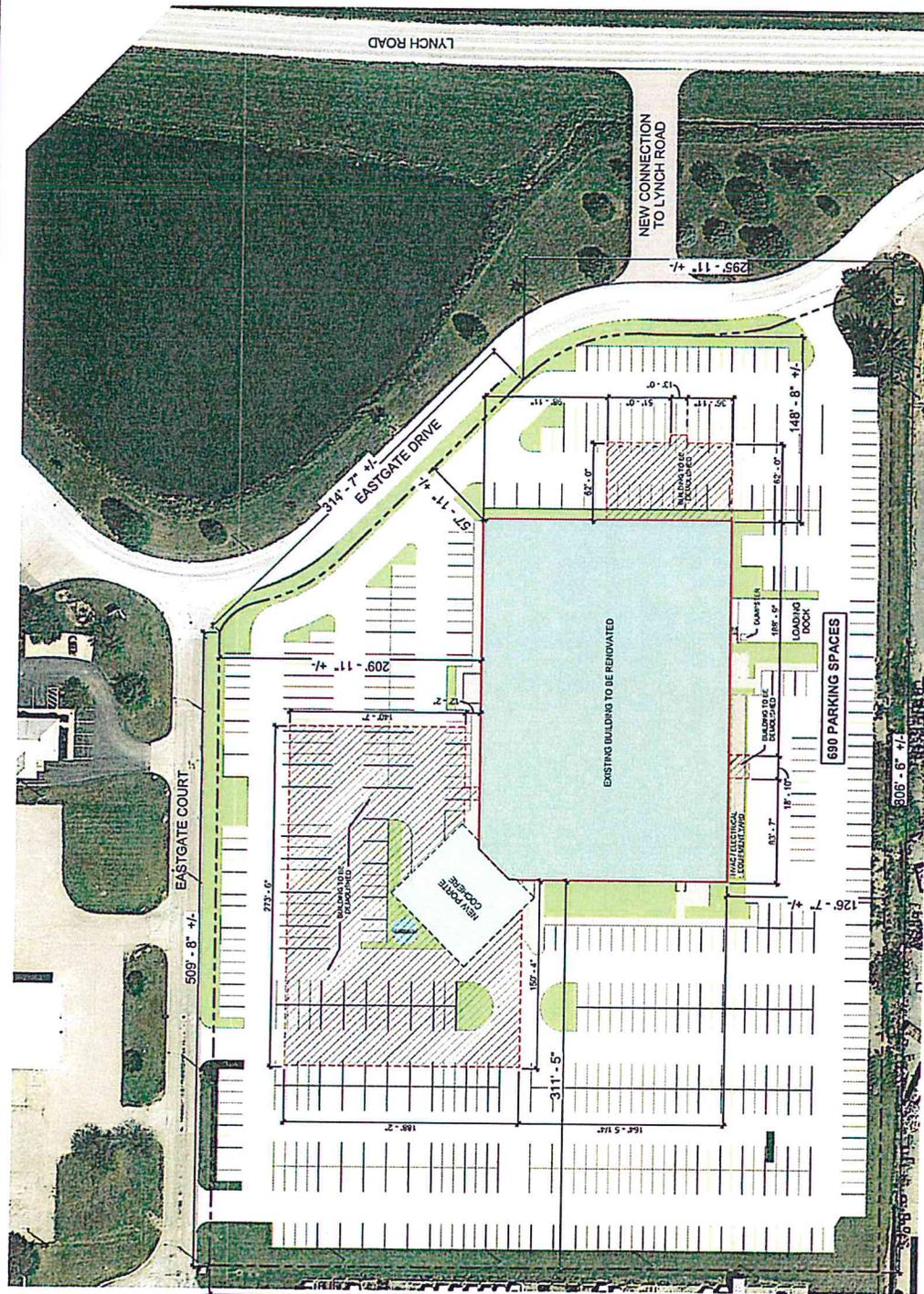
File No.: 204EASTGATE
Case No.: 02/20B
State: IL
Zip: 61832



February 1, 2020



Copyright 2017 Vermilion County, IL and Bruce Harris and Associates



D1.1

HAVEN GAMING

PHASE 1 CASINO

DANVILLE CASINO
 07/09/20
 200014001



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The Porte Cochere will be added to the front entrance of the structure, along with landscaping and decorative lighting. The exterior of the existing pre-engineered metal building will be renovated to a neat, like-new appearance. Onsite parking will be provided for the patrons as well as employees and will consist of approximately 690 parking spaces conveniently located to the main and employee entrances. Site development will include all site utilities, asphalt paved parking areas, site lighting, landscaping, and monument sign at the gaming facility entrance. An additional curb cut may be required to facilitate the traffic circulation on Eastgate Drive and Eastgate Court.

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There are no concerns with the health or safety of the public from the proposed use. Given the absence of any residences in the immediate vicinity, it will have little, if any, impact on any living conditions. There are no concerns or adverse effects on the natural environment. The majority of the 8.5 acre parcel is impervious, covered by buildings, driveways and parking areas. However, a drainage study will be

**FINDING OF FACT AND FINAL DETERMINATION
of the Danville Area Planning & Zoning Commission**

ZONING PETITION #: 279

HEARING DATE: September 3, 2020

DESCRIPTION OF REQUEST: The petitioner, Danville Development, LLC. is requesting that the property commonly known as 204 Eastgate Drive be rezoned from I2– General Industrial to B3 – General Business to allow for the use a Casino to be located on the property.

DOCUMENTS OF RECORD

1. Petition for Rezoning received on 08/12/2020
2. Proof of Publication filed on 08/18/2020
3. Preliminary Staff Report dated 08/18/2020
4. Petition Hearing Date on 09/03/2020

WITNESSES

1. Number of persons, other than the Petitioner, to testify on behalf of the request: **0**
2. Number of persons signing a petition in favor of the request: **0**
3. Number of persons objecting to the request at the hearing: **1**
4. Number of persons filing a written objection or signing a petition opposed to the request: **0**

COMMISSION’S FINDINGS OF FACT SUPPORTING RECOMMENDATION

From the documents of record and the testimony received at the public hearing conducted on August 6th, 2020, the Planning & Zoning Commission of the City of Danville finds that:

1. The proposed amendment **IS NOT** consistent with the goals, objectives and policies of the City’s Comprehensive Plan and **IS** in general conformity with the designations delineated on the Future Land Use Map.
2. The proposed amendment **IS NOT** consistent with the spirit, purpose and intent of the Zoning Ordinance.
3. The development allowed by the proposed amendment **WILL NOT** be compatible with existing uses and existing zoning classifications of property within the general area.
4. The proposed amendment **WILL NOT** constitute an entering wedge and **DOES NOT** create an isolated, unrelated zoning district.
5. The development allowed by the proposed amendment **WILL NOT** preserve the essential character of the neighborhood in which it is located.
6. The land use pattern of the area **HAS NOT** changed since the present zoning was applied to the subject property.
7. The proposed amendment **WILL NOT** adversely affect the health, safety or welfare of the public.
8. The proposed amendment **WILL NOT** adversely influence living conditions in the immediate vicinity.
9. The development allowed by the proposed amendment **WILL NOT** be injurious to the use and enjoyment of adjacent properties.
10. The proposed amendment **WILL NOT** adversely impact existing traffic patterns.
11. The proposed amendment **DOES NOT** appear to meet the LaSalle Case criteria.

FINAL DETERMINATION

The Danville Planning & Zoning Commission determines that, based upon the application, testimony, and other evidence received, that the requirements of the Zoning Code have been met and pursuant to the authority granted by Chapter 150 of the City of Danville Code of Ordinances recommends that:

1. Zoning Petition #279 be **approved** and the following modifications to the Danville Zoning Ordinance/Map be made: **the property commonly known as 204 East Gate Drive be rezoned from I2 – General Industrial to B3 – General Business.**

VOTE OF THE COMMISSION

Concurring with the Recommendation: Pete Goodwin

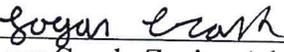
Not Concurring: Ted Vacketta, Tracy Taylor, Michael Hall, Troy Savalick, & Justin Fleming

Not Voting: Adam Brown

Absent:

MOTION DENIED

The foregoing is a complete and accurate record of the findings and determination of the Planning and Zoning Commission of the City of Danville.



Logan Cronk, Zoning Administrator



FILED

SEP 04 2020

Lisa K. Monson, City Clerk
Danville, Illinois

Lisa Monson
City Clerk
City of Danville

Dear Ms. Monson:

As the adjacent property owner to 204 Eastgate Drive, Mervis Industries objects to the petition to change the zoning of 204 Eastgate Drive. We own in excess of 20% of the frontage immediately adjoining 204 Eastgate Drive.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Mervis', followed by a horizontal line.

Michael Mervis

Cc: Danville Development

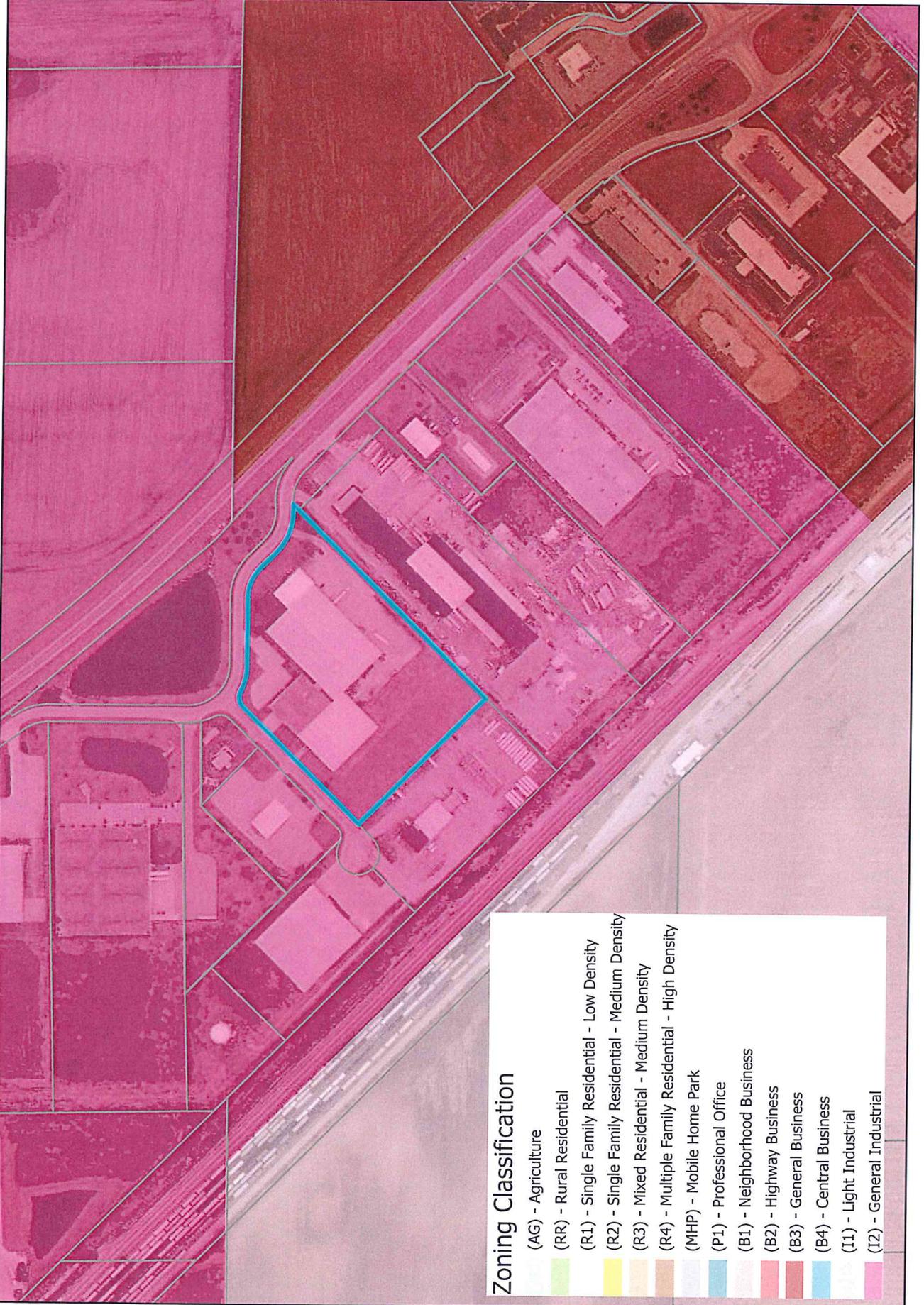
3295 East Main Street
PO Box 827
Danville, Illinois 61832
217.442.5300



Zoning Map For:

204 Eastgate Dr.

Date: 8/13/2020



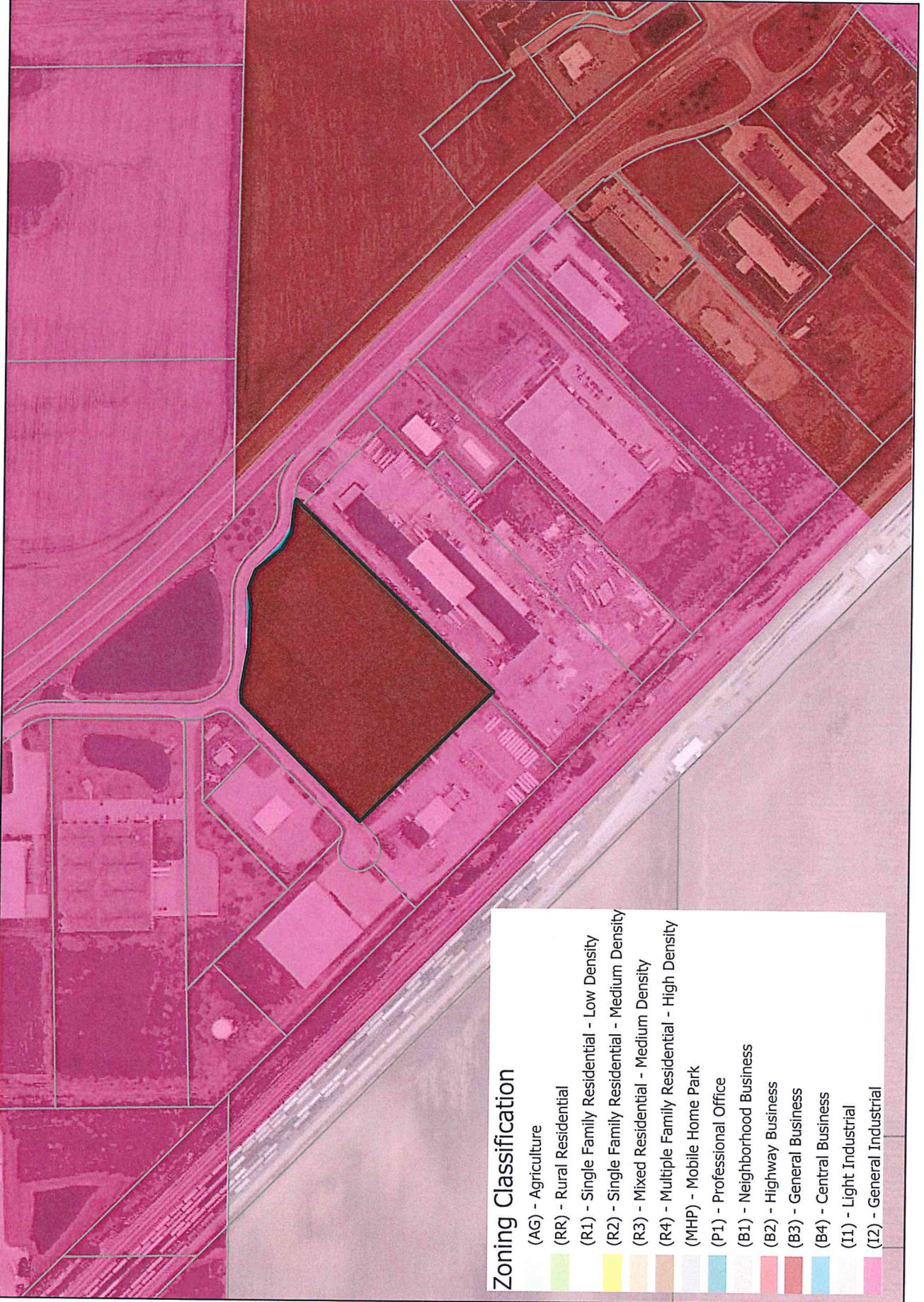
Zoning Classification

- (AG) - Agriculture
- (RR) - Rural Residential
- (R1) - Single Family Residential - Low Density
- (R2) - Single Family Residential - Medium Density
- (R3) - Mixed Residential - Medium Density
- (R4) - Multiple Family Residential - High Density
- (MHP) - Mobile Home Park
- (P1) - Professional Office
- (B1) - Neighborhood Business
- (B2) - Highway Business
- (B3) - General Business
- (B4) - Central Business
- (I1) - Light Industrial
- (I2) - General Industrial



Zoning Amendment Map For: 204 Eastgate Dr.

Date: 8/13/2020



Zoning Classification	
(AG) - Agriculture	[Light Green]
(RR) - Rural Residential	[Light Yellow]
(R1) - Single Family Residential - Low Density	[Light Orange]
(R2) - Single Family Residential - Medium Density	[Light Red]
(R3) - Mixed Residential - Medium Density	[Light Purple]
(R4) - Multiple Family Residential - High Density	[Light Blue]
(MHP) - Mobile Home Park	[Light Cyan]
(P1) - Professional Office	[Light Teal]
(B1) - Neighborhood Business	[Light Blue-Gray]
(B2) - Highway Business	[Light Blue]
(B3) - General Business	[Light Blue-Gray]
(B4) - Central Business	[Light Blue]
(I1) - Light Industrial	[Light Blue]
(I2) - General Industrial	[Light Blue]

PAYROLL REPORT					
WEEKLY & MONTHLY					
FOR PERIOD ENDING:	9/1/2020	CHECK DATE	9/4/2020		
	REGULAR		OVERTIME		TOTAL
DEPARTMENT	PAY		PAY		PAY
CENTRAL VEHICLE MAINTENANCE	3,394.04		-		3,394.04
PUBLIC AFFAIRS - MONTHLY	3,150.00				3,150.00
ENVIRONMENTAL CODE ENFORCEMENT	-		-		-
POLICE DEPARTMENT	957.06		291.60		1,248.66
STREETS DEPARTMENT	10,684.40		462.35		11,146.75
PARKS & PUBLIC PROPERTY	10,425.13		322.02		10,747.15
MUNICIPAL POOL	2,690.50		-		2,690.50
MASS TRANSIT	19,082.43		4,710.71		23,793.14
HARRISON PARK	2,113.59		-		2,113.59
SANITARY SEWER	13,615.65		87.61		13,703.26
SOLID WASTE	13,904.57		77.66		13,982.23
GROUP INSURANCE INCENTIVE					-
TOTAL	80,017.37		5,951.95		85,969.32
<u>BREAKDOWN OF PARKS OT:</u>					
REGULAR OVERTIME - 51002	322.02				
Maintenance of Buildings - 52011	-			TOTAL	85,969.32
TOTAL PARKS OT	322.02				

**PAYROLL REPORT
BI-WEEKLY & WEEKLY PAY**

9

FOR PERIOD ENDING:	9/8/2020	CHECK DATE	9/11/2020	
	REGULAR		OVERTIME	TOTAL
DEPARTMENT	PAY		PAY	PAY
FINANCE	9,959.33		-	9,959.33
CENTRAL VEHICLE MAINTENANCE	3,394.04		252.35	3,646.39
PUBLIC AFFAIRS	4,799.11		-	4,799.11
ENVIRONMENTAL CODE ENFORCEMENT	4,836.09		53.21	4,889.30
CITY TREASURER	1,730.77		-	1,730.77
LEGAL SERVICES	5,400.22		-	5,400.22
CITY CLERK	3,305.20		-	3,305.20
PERSONNEL & HUMAN RELAT.	2,397.81		-	2,397.81
INFORMATION SYSTEMS	5,611.04		-	5,611.04
POLICE DEPARTMENT	199,465.40		9,776.04	209,241.44
FIRE DEPARTMENT	138,415.41		32,980.16	171,395.57
STREETS DEPARTMENT	12,945.45		81.36	13,026.81
PARKS & PUBLIC PROPERTY	17,857.35		198.69	18,056.04
POOL	2,159.50		-	2,159.50
COMM. DEVEL. BLOCK GRANT	5,924.45		-	5,924.45
COMMUNITY DEVELOPMENT	11,686.04		257.06	11,943.10
MASS TRANSIT	33,875.60		4,899.89	38,775.49
DATS	2,561.73		-	2,561.73
HARRISON PARK	3,904.94		103.04	4,007.98
SANITARY SEWER	24,064.97		408.14	24,473.11
SOLID WASTE	19,914.37		-	19,914.37
GROUP INSURANCE INCENTIVE	(104.16)		-	(104.16)
TOTAL	514,104.66		49,009.94	563,114.60
BREAKDOWN OF POLICE OT:				
REGULAR OVERTIME (02)	6,052.34			
COURT-TIME (03)	993.40			
CONTRACT OVERTIME (05)	1,935.85			
JAG GRANT (27)	-			
KIDS CAN'T BUY 'EM HERE (29)	-			
STEP GRANT (26)	248.47			
US MARSHAL SERVICE (02)	545.98			
TOTAL	9,776.04			
BREAKDOWN OF FIRE OT:				
RECALL FIRE	3,448.17			
RECALL HAZMAT TRAINING CLASS	-			
RECALL INVESTIGATIONS	668.36			
RECALL MANNING	28,410.80			
ABOVE RANK OVERTIME	459.46			
OT ADJUSTMENT	(6.63)			
TOTAL	32,980.16			
BREAKDOWN OF PARKS OT:				
REGULAR OVERTIME	198.69			
Maintenance of Buildings	-			
TOTAL	198.69			
TOTAL POLICE, POLICE/ARRA, FIRE, PARKS OT	42,954.89			

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR SEPTEMBER 3, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
606-606-00-54099 - Other Expenditures	1193 - RAHN EQUIPMENT COMPANY	16 CAMERA INSTALLS - SHOP LABOR	09/03/2020	128591	\$ 2,880.00
Grand Total					2,880.00

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF

VOUCHERS PAYABLE

SUMMARY

September 8, 2020

DISTRIBUTIONS

General Fund (001)		\$	59,228.96
Central Vehicle Maint. (012)	\$	1,083.82	
Code Enforcement (014)	\$	185.81	
General City Government (015)	\$	376.92	
City Clerk (018)	\$	25.00	
Information Technology (020)	\$	67.00	
Police (021)	\$	5,352.89	
Fire (022)	\$	2,705.08	
Streets (031)	\$	36,157.43	
Parks & Public Property (051)	\$	12,471.68	
Pool (052)	\$	75.80	
Engineering & Urban Services (060)	\$	727.53	
Motor Fuel Tax (103)	\$	7,060.30	
State Narcotics Forfeiture (104)	\$	270.97	
Community Development Block Grant - CDBG (106)	\$	38,616.37	
Infrastructure Development (107)	\$	172,497.60	
Danville Mass Transit (113)	\$	10,116.14	
Capital Improvements (302)	\$	5,713.58	
Community Reinvestment (310)	\$	25,000.00	
Harrison Park Golf Course (400/401)	\$	40.41	
Sanitary Sewer (402)	\$	8,910.34	
Solid Waste Management (405)	\$	7,189.70	
Police Secure Funds (606)	\$	2,852.89	
Total		\$	337,497.26

COMPTROLLER

DATE

MAYOR

DATE

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR SEPTEMBER 8, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-012-00-52016 - Maintenance of Other Equipment	1151 - WATSON GENERAL TIRE INC	LAWN TIRE REPAIR FOR TORO ZERO TURN	08/26/2020	128696	\$ 15.00
001-012-00-52016 - Maintenance of Other Equipment	2465 - DANVILLE RUBBER GROUP	CYLINDER REBUILD FOR STREET TRAILER	08/31/2020	128632	\$ 334.75
001-012-00-52099 - Other Contractual Services	258 - ALLERTON TEST LANE	STATE TRUCK TESTS FOR MULTIPLE UNITS	05/11/2020	128608	\$ 62.00
001-012-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	STOCK FUSES FOR ALL UNITS	08/28/2020	128676	\$ 34.95
001-012-00-53015 - Materials to Maintain Vehicles	2700 - MENARDS - DANVILLE	PLUG & CABLE TO INSTALL FIRECOM SYSTEM IN ALL UNITS	08/26/2020	128668	\$ 35.92
001-012-00-53016 - Materials to Maintain other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	LAMP KIT FOR STREETS TRAILER	08/27/2020	128676	\$ 11.36
001-012-00-53016 - Materials to Maintain other Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	Mount for Streets Trailer	08/27/2020	128676	\$ 2.43
001-012-00-53016 - Materials to Maintain other Equipment	76 - B & D SALES AND SERVICE	GASKET & OIL DRAIN FOR LEEBOY GRADER	09/01/2020	128623	\$ 85.20
001-012-00-53017 - Small Tools & Equipment	1217 - NAPA AUTO PARTS OF DANVILLE	PARTS FOR PARKS TRIMMERS	08/26/2020	128615	\$ 47.23
001-012-00-53024 - Gasoline	630 - ILLINI FS INC	SHOP TRANSFER PUMP	08/31/2020	128676	\$ 56.97
001-012-00-53099 - Other Commodities	340 - DEPKO WELDING SUPPLIES INC	FUEL FOR PW	08/31/2020	128658	\$ 168.30
001-014-00-53024 - Gasoline	630 - ILLINI FS INC	CYLINDER RENTAL FOR SHOP & SERVICE TRUCKS	08/24/2020	128638	\$ 229.71
001-015-00-52001 - Advertising	73 - INDIANA MEDIA GROUP	FUEL FOR PW	08/31/2020	128658	\$ 185.81
001-015-00-53002 - Central Purchasing	5723 - FROGGY'S FOG	PICNIC SHELTER ELLSWORTH PARK	08/31/2020	128658	\$ 136.92
001-018-00-46178 - Misc. Permits	6491 - SCHIRO AND THERMER LAW OFFICE	5 gallons Hand Sanitizer	09/02/2020	128652	\$ 240.00
001-020-00-52009 - Computer Service and Supplies	267 - CTS COMPUTER CENTER	REFURGE OF PERMIT 200151	08/31/2020	128684	\$ 25.00
001-021-00-52002 - Printing and Binding	855 - KELLY PRINTING CO INC	MERGE EMAIL FOR MAYOR ACCOUNT	08/31/2020	128629	\$ 67.00
001-021-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	TOWN IN REPORT, 3X5 CARDS	08/25/2020	128663	\$ 317.00
001-021-00-52015 - Maintenance of Vehicles	1151 - WATSON GENERAL TIRE INC	CAR 124 - 2 WHEEL ALIGNMENT	08/26/2020	128696	\$ 55.00
001-021-00-52015 - Maintenance of Vehicles	1193 - RAHN EQUIPMENT COMPANY	CAR 137 REPLACE 4 TIRES	08/26/2020	128696	\$ 660.32
001-021-00-52099 - Other Contractual Services	2891 - DISH	Squad 101 - Spotlight	09/08/2020	128680	\$ 415.00
001-021-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	HD Receivers	08/18/2020	128640	\$ 121.04
001-021-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	KYOCERA 3252CI	09/08/2020	128644	\$ 39.72
001-021-00-52099 - Other Contractual Services	4306 - DATA MANAGEMENT SHREDDING	KYOCERA 4003I	09/08/2020	128644	\$ 30.19
001-021-00-52099 - Other Contractual Services	481 - MICKEY'S LINEN	Record Shredding Service	09/08/2020	128635	\$ 150.00
001-021-00-52099 - Other Contractual Services	481 - MICKEY'S LINEN	SHOP TOWELS, UNIFORMS	08/27/2020	128670	\$ 40.00
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	08/13/20 SERVICES	09/08/2020	128670	\$ 40.00
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 124 OUTER TIE ROD, SWAY BAR REPAIR KIT	08/18/2020	128676	\$ 107.22
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 124 A/C COMPRESSOR, COOLING FAN	08/20/2020	128676	\$ 592.27
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 124 DURA 2 FLUSH	08/24/2020	128676	\$ 36.98
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 124 RACK PINION	08/21/2020	128676	\$ 390.38
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 124 RELAY	08/26/2020	128676	\$ 9.22
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	CAR 124 SLIM LINE WASHER	08/25/2020	128676	\$ 3.80
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Squad 122 - Alternator	09/08/2020	128676	\$ 274.65
001-021-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Squad 122 - Radiator Cap	09/08/2020	128676	\$ 5.94
001-021-00-53015 - Materials to Maintain Vehicles	3157 - BOTT'S LOCKSMITH	Key for Squad 124	09/08/2020	128617	\$ 35.00
001-021-00-53015 - Materials to Maintain Vehicles	6171 - AUTO-WARES GROUP	Perfect View	09/08/2020	128620	\$ 19.98
001-021-00-53026 - Clothing	702-RAY O'HERRON	Freon	08/25/2020	128614	\$ 89.99
001-021-00-53026 - Clothing	702-RAY O'HERRON	Armorskin - Chris Comrie	09/08/2020	128682	\$ 197.96
001-021-00-53026 - Clothing	702-RAY O'HERRON	Chelsey Miller - Boots	09/08/2020	128682	\$ 116.99
001-021-00-53026 - Clothing	702-RAY O'HERRON	D MILLER - 3 STAR PIN	09/08/2020	128682	\$ 17.10
001-021-00-53026 - Clothing	702-RAY O'HERRON	Shelton - Pants	09/08/2020	128682	\$ 67.49
001-021-00-53026 - Clothing	702-RAY O'HERRON	SNYDER - VEST	08/28/2020	128682	\$ 775.00
001-021-00-53026 - Clothing	702-RAY O'HERRON	SPAIN - TLR LIGHT	08/27/2020	128682	\$ 153.99
001-021-00-53029 - Copy Machine Supplies	60 - ARNOLDS OFFICE SUPPLY	TALBOTT - FLASHLIGHT CASE	08/27/2020	128682	\$ 11.69
001-022-00-51015 - Tuition Reimbursement	310(A) INK CARTRIDGES	3 90(A) INK CARTRIDGES	08/25/2020	128611	\$ 578.97
001-022-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	Meals for ICS-300 and ICS-400	08/31/2020	128642	\$ 60.87
001-022-00-52041 - Telephone	42 - AT&T	UTILITY BILLING FOR JULY 2020	08/31/2020	128633	\$ 59.70
		POOL/ PARK/ DMT/ FIRE	08/31/2020	128613	\$ 40.43

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001-022-00-52099 - Other Contractual Services	295 - DTI OFFICE SOLUTIONS	Monthly Copier Rental	09/02/2020	128644	\$ 66.28
001-022-00-53016 - Materials to Maintain other Equipment	6093 - ALEXIS FIRE EQUIPMENT CO.	Kochek Gauges	09/02/2020	128607	\$ 69.55
001-022-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL FOR FIRE STATION #3 GENERATOR	08/11/2020	128659	\$ 253.78
001-022-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL FOR PW	08/31/2020	128658	\$ 1,891.40
001-022-00-53043 - Hazmat Equipment & Supplies	1217 - NAPA AUTO PARTS OF DANVILLE	Oil Dry for Hazmat	09/02/2020	128676	\$ 136.37
001-022-00-53043 - Hazmat Equipment & Supplies	877 - INTERSTATE ALL BATTERY CTR	2CR1/3N Battery	09/02/2020	128661	\$ 8.65
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	Hose Nozzle, Drill bits, Screws, Silicone, D Batteries	09/02/2020	128667	\$ 76.39
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	TruFuel, Blue Shop Towels	09/02/2020	128667	\$ 41.68
001-031-00-52031 - Electricity	777 - AMEREN	ELECTRIC SERVICE STREETS/DMT	08/31/2020	128609	\$ 22,297.81
001-031-00-52031 - Electricity	777 - AMEREN	STREET DEPT SUMMARY BILLING	08/31/2020	128609	\$ 1,471.32
001-031-00-52053 - Maintenance of Street	469 - MILLERS TREE SERVICE	EMERGENCY REMOVAL OF FALLEN TREE IN ALLEY @ 1504 N FRANKLIN	08/24/2020	128673	\$ 2,500.00
001-031-00-52099 - Other Contractual Services	393 - EXPRESS PACKAGING SERVICE	SHIPPING FOR MMUJ'S FOR REPAIR	08/31/2020	128645	\$ 26.61
001-031-00-53007 - Materials to Maintain Streets	1386 - SHERWIN WILLIAMS	CROSSWALK PAINT	08/20/2020	128685	\$ 75.00
001-031-00-53007 - Materials to Maintain Streets	966 - DANIEL L RIBBE TRUCKING INC	STOCK DURAPATCH ROCK	08/26/2020	128631	\$ 1,805.40
001-031-00-53018 - Traffic Control Supplies	5133 - DECKER SUPPLY CO	SIGN POSTS FOR SIGN SHOP	08/26/2020	128637	\$ 1,803.25
001-031-00-53018 - Traffic Control Supplies	71 - MOBOTREX, INC	MMUJ LCD MALFUNCTION MANAGEMENT	08/26/2020	128674	\$ 1,470.00
001-031-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL FOR PW	08/31/2020	128658	\$ 4,680.08
001-031-00-53099 - Other Commodities	6116 - STOCK & FIELD	STOCK WATER JUGS TO BE USED FOR BROKEN JUGS	08/25/2020	128689	\$ 27.96
001-051-00-52007 - Elevator Maintenance	537 - KONE INC	MUNICIPAL BUILDING ELEVATOR ANNUAL MAINTENANCE	07/01/2020	128666	\$ 3,819.12
001-051-00-52031 - Electricity	777 - AMEREN	COVERAGE	08/31/2020	128609	\$ 157.85
001-051-00-52035 - Sanitary Sewer Tax	310 - DANVILLE SANITARY DISTRICT	SUMMARY BILLING PARKS AND PUBLIC PROPERTIES	08/31/2020	128633	\$ 208.54
001-051-00-52036 - Officials and Instructors	2905 - MICHAEL MILLER	UTILITY BILLING FOR JULY 2020	08/31/2020	128669	\$ 85.00
001-051-00-52036 - Officials and Instructors	5606 - FRANCIS KEENAN	UMPIRE 5 GAMES WEEK OF 8/18/20	08/31/2020	128651	\$ 102.00
001-051-00-52036 - Officials and Instructors	6343 - FELIX, ERIC	UMPIRE 6 GAMES THE WEEK OF 8/25/20	08/31/2020	128648	\$ 51.00
001-051-00-52041 - Telephone	42 - AT&T	UMPIRE 3 GAMES WEEK OF 8/25/20	08/31/2020	128613	\$ 235.49
001-051-00-52088 - Rentals	340 - DEPKE WELDING SUPPLIES INC	POOL/ PARK/ DMT/ FIRE	08/31/2020	128638	\$ 17.98
001-051-00-52088 - Rentals	53 - ARAMARK UNIFORM SERVICES INC	GAS CYLINDER RENTAL	08/24/2020	128610	\$ 7.00
001-051-00-52099 - Other Contractual Services	310 - DANVILLE SANITARY DISTRICT	Floor Mats	08/24/2020	128633	\$ 4.38
001-051-00-52099 - Other Contractual Services	400 - FAULSTICH PRINTING COMPANY	UTILITY BILLING FOR JULY 2020	08/31/2020	128633	\$ 398.00
001-051-00-52099 - Other Contractual Services	400 - FAULSTICH PRINTING COMPANY	PARKING VIOLATION NOTICE BOOKS	08/25/2020	128647	\$ 263.12
001-051-00-53011 - Materials to Maintain Buildings	1028 - SPRINGFIELD ELECTRIC SUPPLY CO.	ELECTRICAL ITEMS FOR CITY HALL COUNCIL CHAMBER & STOCK	08/17/2020	128688	\$ 2,102.33
001-051-00-53011 - Materials to Maintain Buildings	243 - CONNOR COMPANY	RESTROOM PARTITIONS FOR FIRE STATION #3	08/25/2020	128643	\$ 107.18
001-051-00-53011 - Materials to Maintain Buildings	316 - DP SUPPLY INC	FOAM SOAP FOR WINTER PARK	08/19/2020	128664	\$ 29.68
001-051-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	OUTLET JACK FOR MAYORS CONFERENCE ROOM	08/24/2020	128646	\$ 95.80
001-051-00-53011 - Materials to Maintain Buildings	888 - KIRBY RISK CORPORATION	WIRE FOR ADDITIONAL OUTLETS @ FIRE STATION #3	08/20/2020	128689	\$ 28.99
001-051-00-53017 - Small Tools & Equipment	399 - FASTENAL COMPANY	SANDING DISKS FOR ANGLE GRINDER	08/25/2020	128689	\$ 17.99
001-051-00-53017 - Small Tools & Equipment	6116 - STOCK & FIELD	BOOTS FOR CONCRETE POUR	08/21/2020	128683	\$ 2,115.00
001-051-00-53017 - Small Tools & Equipment	6116 - STOCK & FIELD	LEATHER GLOVES FOR E. KINSEY	08/26/2020	128658	\$ 2,572.42
001-051-00-53022 - Horticultural Supplies	1269 - RIVER BOTTOM FARMS INC	SCREENED TOP SOIL FOR ELLSWORTH PARK - OSLAD	08/31/2020	128643	\$ 33.24
001-051-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL FOR PW	08/31/2020	128613	\$ 75.80
001-051-00-53099 - Other Commodities	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES FOR PW FACILITY	08/27/2020	128611	\$ 10.67
001-052-00-52041 - Telephone	42 - AT&T	POOL/ PARK/ DMT/ FIRE	08/31/2020	128658	\$ 608.75
001-060-00-53003 - Office Supplies	60 - ARNOLDS OFFICE SUPPLY	OFFICE SUPPLIES	08/21/2020	128643	\$ 108.11
001-060-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL FOR PW	08/31/2020	128643	\$ 3,607.50
001-060-00-53099 - Other Commodities	316 - DP SUPPLY INC	Other Commodities	08/27/2020	128678	\$ 3,452.80
103-103-00-600GM - General Maintenance	4061 - OPEN ROAD ASPHALT COMPANY LLC	MATERIALS FOR SEAL COAT PREP	08/26/2020	128678	\$ 3,452.80
103-103-00-600GM - General Maintenance	4061 - OPEN ROAD ASPHALT COMPANY LLC	MATERIALS FOR SEAL COAT PREP	08/27/2020	128678	\$ 3,452.80

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104-104-00-54099 - Other Expenditures	702-RAY O'HERRON	OHERRONS DRUG KITS	08/28/2020	128682	\$ 110.97
104-104-00-54099 - Other Expenditures	1750 - TRANS UNION LLC	AUGUST 2020 TLO SEARCHES	09/08/2020	128693	\$ 160.00
106-106-19-54183 - Urgent Need Programs	5930 - CHARLOTTE PROPERTIES LLC	CV-SBA-30144	08/27/2020	128622	\$ 10,000.00
106-106-19-54183 - Urgent Need Programs	6451 - RAMSEY, KARL A	CV-SBA-30023	08/27/2020	128681	\$ 2,000.00
106-106-19-54183 - Urgent Need Programs	6489 - YARD CLEANING	CV-SBA-30196	08/27/2020	128700	\$ 10,000.00
106-106-19-54183 - Urgent Need Programs	6492 - DOMBROSKE, CHRISTINA	CV-RMV-30498	09/02/2020	128641	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6493 - FORMAN, JAIBRESHA	CV-RMV-30486	09/02/2020	128650	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6494 - JACKSON, NINA	CV-RMV-30017	09/02/2020	128662	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6495 - WILLIAMS, JALENA	CV-RMV-30467	09/02/2020	128698	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6496 - MOORE, LOLITA	CV-RMV-30487	09/02/2020	128675	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6497 - BROOKS, BRANDY	CV-RMV-30487	09/02/2020	128619	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6498 - WILEY, ALEESHA	CV-RMV-30482	09/02/2020	128697	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6499 - WILLIAMS, VONZILLE	CV-RMV-30466	09/02/2020	128699	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6500 - CORZINE, LYNZIE	CV-RMV-30484	09/02/2020	128626	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6501 - MILES, CANDACE	CV-RMV-30383	09/02/2020	128672	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6502 - BRAZILL, TAMI	CV-RMV-30458	09/02/2020	128618	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6503 - SIMMONS, TAWANSA	CV-RMV-30485	09/02/2020	128687	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6504 - CROSBY, KYNTASHA	CV-RMV-30318	09/02/2020	128628	\$ 1,185.00
106-106-20-53024 - Gasoline	630 - ILLINI FS INC	FUEL FOR PW	08/31/2020	128658	\$ 181.37
106-106-20-54037 - Blight Removal	2103 - DARREN OWENS EXCAVATING	CDBG Demo-2020 514 E Williams St	08/27/2020	128634	\$ 250.00
107-107-00-52022 - Engineering Services	508 - HANSON PROFESSIONAL SERVICES INC	DENMARK BRIDGE BEARING REPLACEMENT	08/30/2020	128655	\$ 9,500.00
107-107-00-52058 - Infrastructure Development	3959 - MIDWEST ASPHALT COMPANY	EDWARDS ST REHAB	09/01/2020	128671	\$ 162,997.60
113-113-21-52008 - Uniform Rental	6118 - CLEAN	UNIFORM MAINTENANCE	08/18/2020	128624	\$ 111.96
113-113-21-52008 - Uniform Rental	6118 - CLEAN	UNIFORM MAINTENANCE	08/04/2020	128624	\$ 117.26
113-113-21-52008 - Uniform Rental	6118 - CLEAN	UNIFORM MAINTENANCE	08/25/2020	128624	\$ 102.32
113-113-21-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	Uniforms	08/11/2020	128624	\$ 117.26
113-113-21-52009 - Computer Service and Supplies	5978 - CUMMINS SALES AND SERVICE	Adobe Creative Cloud	08/30/2020	128649	\$ 52.99
113-113-21-52011 - Maintenance of Building	671 - TERMINIX SERVICES INC	INSITE FOR MAINTENANCE LAPTOP	08/24/2020	128630	\$ 720.00
		INSPECTION AND TREATMENT	08/25/2020	128691	\$ 350.00
113-113-21-52015 - Maintenance of Vehicles	2250 - NEWTON'S CLEANING & RESTORATION, LLC	Clean and Disinfect Buses	08/29/2020	128677	\$ 1,500.00
113-113-21-52015 - Maintenance of Vehicles	258 - ALLERTON TEST LANE	IDOT Test 1636	08/31/2020	128608	\$ 41.50
113-113-21-52015 - Maintenance of Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	REPAIR MODULE 1633	08/27/2020	128627	\$ 107.36
113-113-21-52031 - Electricity	777 - AMEREN	ELECTRIC SERVICE STREETS/DMT	08/31/2020	128609	\$ 20.31
113-113-21-52041 - Telephone	777 - AMEREN	101 NORTH HAZEL CITY BUS TERMINAL	08/31/2020	128609	\$ 70.16
113-113-21-52079 - Lease and Rental - DMT	42 - AT&T	POOL/ PARK/ DMT/ FIRE	08/31/2020	128613	\$ 54.62
113-113-21-52079 - Lease and Rental - DMT	6000 - BEST-ONE OF CENTRAL IL	Mount/ Dismount and Counter Balance Lease	08/25/2020	128616	\$ 128.00
113-113-21-52099 - Other Contractual Services	6000 - BEST-ONE OF CENTRAL IL	Mount/ Dismount and Counter Balance Lease	08/28/2020	128616	\$ 64.00
113-113-21-53011 - Materials to Maintain Buildings	310 - DANVILLE SANITARY DISTRICT	UTILITY BILLING FOR JULY 2020	08/31/2020	128633	\$ 45.45
113-113-21-53011 - Materials to Maintain Buildings	6118 - CLEAN	UNIFORM MAINTENANCE	08/18/2020	128624	\$ 47.24
113-113-21-53011 - Materials to Maintain Buildings	6118 - CLEAN	UNIFORM MAINTENANCE	08/04/2020	128624	\$ 47.24
113-113-21-53011 - Materials to Maintain Buildings	6118 - CLEAN	UNIFORM MAINTENANCE	08/25/2020	128624	\$ 197.24
113-113-21-53015 - Materials to Maintain Vehicles	6118 - CLEAN	Uniforms	08/11/2020	128624	\$ 47.24
113-113-21-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	Bus Parts	08/27/2020	128627	\$ 154.24
113-113-21-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	Bus Parts	08/31/2020	128627	\$ 61.58
113-113-21-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	Bus Parts 1633	08/26/2020	128627	\$ 252.68
113-113-21-53015 - Materials to Maintain Vehicles	259 - COURTESY FORD LINCOLN MERCURY INC	Bus Parts 1636	08/27/2020	128627	\$ 158.55
113-113-21-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	08/18/2020	128654	\$ 470.61
113-113-21-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	08/19/2020	128654	\$ 85.39

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113-113-21-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	08/20/2020	128654	\$ 139.26
113-113-21-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	08/26/2020	128654	\$ 325.35
113-113-21-53015 - Materials to Maintain Vehicles	453 - GILLIG CORPORATION	Bus Parts	08/27/2020	128654	\$ 241.88
113-113-21-53015 - Materials to Maintain Vehicles	5585 - SUPREME RADIO COMMUNICATIONS INC	BUS PARTS 1126	08/20/2020	128654	\$ 568.12
113-113-21-53015 - Materials to Maintain Vehicles	5978 - CUMMINS SALES AND SERVICE	Renew FCC License	08/21/2020	128690	\$ 95.00
113-113-21-53015 - Materials to Maintain Vehicles	6171 - AUTO-WARES GROUP	Bus Parts & Shipping and Handling	08/24/2020	128630	\$ 768.64
113-113-21-53015 - Materials to Maintain Vehicles	630 - ILLINI FS INC	TRANS FLUID	08/28/2020	128614	\$ 59.31
113-113-21-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Brake Clear	08/27/2020	128657	\$ 70.20
113-113-21-53016 - Materials to Maintain other Equipment	6116 - STOCK & FIELD	AIR HOSE FOR SHOP	08/27/2020	128676	\$ 64.99
113-113-21-53017 - Materials to Maintain other Equipment	1746 - THERMO KING MIDWEST	Batteries for Hand Sanitizers	08/26/2020	128689	\$ 47.97
113-113-21-53017 - Small Tools & Equipment	630 - ILLINI FS INC	TOOLS AND FREIGHT	08/26/2020	128692	\$ 546.96
113-113-21-53024 - Gasoline	316 - DP SUPPLY INC	DIESEL EXHAUST FLUID	08/25/2020	128656	\$ 424.65
113-113-21-53041 - Cleaning Supplies	316 - DP SUPPLY INC	Cleaning Supplies	08/31/2020	128643	\$ 115.66
113-113-21-53041 - Cleaning Supplies	316 - DP SUPPLY INC	Bowl Cleaner	08/27/2020	128643	\$ 41.16
113-113-21-53099 - Other Commodities	1746 - THERMO KING MIDWEST	Foaming Dispensers and Alcohol Sanitizer	08/25/2020	128643	\$ 115.21
113-113-21-53099 - Other Commodities	5014 - FIRST BANKCARD	TOOLS AND FREIGHT	08/26/2020	128692	\$ 110.00
302-302-00-54013 - Lease Purchase	2084 - DE LAGE LANDEN PUBLIC FINANCE LLC	Wall Mount Automatic Gel Hand Sanitizer Soap	08/14/2020	128649	\$ 1,256.58
302-302-00-55017 - Computers	2581 - SHI INTERNATIONAL CORP	CITY TELEPHONE LEASE SEPT 2020	08/31/2020	128636	\$ 2,765.38
310-310-00-52006 - Vermilion Advantage	2635 - VERMILION ADVANTAGE NFP	MACBOOK PRO, APPLE CARE, AND USB-C ADAPTER	08/31/2020	128686	\$ 2,948.20
400-400-00-52041 - Telephone	42 - AT&T	2020 MEMBERSHIP SEMI ANNUAL PAYMENT	08/31/2020	128694	\$ 25,000.00
402-402-00-52031 - Electricity	777 - AMEREN	POOL/ PARK/ DMT/ FIRE	08/31/2020	128619	\$ 40.41
402-402-00-52041 - Telephone	42 - AT&T	SUMMARY BILLING PARKS AND PUBLIC PROPERTIES	08/31/2020	128609	\$ 84.19
402-402-00-52099 - Other Contractual Services	966 - DANIEL L RIBBE TRUCKING INC	H&L PUMP STATION	08/31/2020	128612	\$ 48.44
402-402-00-53010 - Materials to Maintain Sewers	2103 - DARREN OWENS OWENS EXCAVATING	TUCKING FOR MANHOLE REPLACEMENT @ 220 S STATE	08/26/2020	128631	\$ 1,976.25
402-402-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	FILL SAND FOR SINKHOLE REPAIR @ 220 S STATE	08/18/2020	128634	\$ 118.25
402-402-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	MATERIALS FOR CB & CURB REPAIR ON SOUTHGATE DR	08/26/2020	128679	\$ 209.00
402-402-00-53014 - Materials to Maintain Storm Water	1022 - PRAIRIE MATERIAL	MATERIALS FOR CB & SIDEWALK REPAIR @ 1513 EASTVIEW	08/24/2020	128679	\$ 436.00
402-402-00-53014 - Materials to Maintain Storm Water	892 - KIRCHNER BUILDING CENTERS	RIP RAP FOR SLURRY FAIRWAY DR DRAINAGE	08/25/2020	128665	\$ 22.23
402-402-00-53014 - Materials to Maintain Storm Water	892 - KIRCHNER BUILDING CENTERS	BOARDS FOR CURB ACCESS ALLEY INSTALL @ 432 E WILLIAMS	08/24/2020	128665	\$ 23.71
402-402-00-53014 - Materials to Maintain Storm Water	892 - KIRCHNER BUILDING CENTERS	FORMS FOR CURB/CB/SIDEWALK REPAIR @ 1513 EASTVIEW	08/25/2020	128665	\$ 30.07
402-402-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	FORMS FOR SOUTH GATE CB ADJUSTMENT	08/26/2020	128696	\$ 1,900.70
402-402-00-53024 - Gasoline	630 - ILLINI FS INC	TIRES FOR UNIT #84 - LIFT STATION TRUCK	08/31/2020	128658	\$ 2,104.83
402-402-00-53053 - Mat to Maintain Lift Station	1217 - NAPA AUTO PARTS OF DANVILLE	FUEL FOR PW	08/25/2020	128676	\$ 26.32
402-402-00-53099 - Other Commodities	2486 - DESLAURIERS INC	OIL FOR UNIT #84 - SEWER LIFT TRUCK	08/25/2020	128639	\$ 149.76
402-402-00-53099 - Other Commodities	316 - DP SUPPLY INC	MOLDED PADS FOR CONCRETE CYLINDERS FOR ENGINEERING	08/26/2020	128643	\$ 16.63
402-402-00-53099 - Other Commodities	6116 - STOCK & FIELD	CUSTODIAL SUPPLIES FOR PW FACILITY	08/25/2020	128689	\$ 27.96
405-405-00-52099 - Other Contractual Services	6507 - FULLEN, LEANN	STOCK WATER JUGS TO BE USED FOR BROKEN JUGS	08/31/2020	128653	\$ 10.00
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	REIMBURSE FOR APPLIANCE COLLECTION	08/31/2020	128696	\$ 339.78
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	TIRE FOR UNIT #93 - AUTOMATED	08/26/2020	128676	\$ 61.50
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	AIR FILTER FOR UNIT #10 - AUTOMATED	08/27/2020	128676	\$ 236.60
405-405-00-53015 - Materials to Maintain Vehicles	1231 - CIT TRUCKS	SWIVEL SELF LOCK FOR UNIT #27 - REAR LOADER	08/27/2020	128623	\$ 54.27
405-405-00-53015 - Materials to Maintain Vehicles	6171 - AUTO-WARES GROUP	TEMPERATURE SENSOR FOR UNIT #10 - AUTOMATED			
405-405-00-53015 - Materials to Maintain Vehicles	2465 - DANVILLE RUBBER GROUP	HINGES FOR CLEANOUT TRAP DOORS UNIT #92 & #92 - AUTOMATED	08/31/2020	128614	\$ 323.68
405-405-00-53024 - Gasoline	630 - ILLINI FS INC	PARTS FOR YARD WASTE WATER TRAILER	08/27/2020	128632	\$ 190.00
405-405-00-53038 - Solid Waste Containers	192 - CENTRAL INDIANA TRUCK EQUIPMENT	FUEL FOR PW	08/31/2020	128658	\$ 5,171.61
405-405-00-53099 - Other Commodities	316 - DP SUPPLY INC	CONTAINER PARTS FOR TOWER REPAIRS	08/24/2020	128621	\$ 785.63
		CUSTODIAL SUPPLIES FOR PW FACILITY	08/26/2020	128643	\$ 16.63

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR SEPTEMBER 8, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
606-606-00-54099 - Other Expenditures	1121 - VERMILION CO EMERGENCY TELEPHONE SYSTEM BOARD	MOBILE DATA TERMINAL	08/27/2020	128695	\$ 2,852.89
Grand Total					337,497.26

City of Danville

DANVILLE, ILLINOIS

SCHEDULE OF

VOUCHERS PAYABLE

SUMMARY

September 15, 2020

DISTRIBUTIONS

General Fund (001)		\$	89,697.88
Central Vehicle Maint. (012)	\$	2,911.41	
General City Government (015)	\$	2,896.23	
Legal Services (017)	\$	2,191.60	
City Clerk (018)	\$	1,147.20	
Information Technology (020)	\$	327.16	
Police (021)	\$	9,090.36	
Fire (022)	\$	3,003.10	
Streets (031)	\$	2,602.27	
Parks & Public Property (051)	\$	63,639.45	
Pool (052)	\$	225.00	
Engineering & Urban Services (060)	\$	1,664.10	
Motor Fuel Tax (103)	\$	-	
Community Development Block Grant - CDBG (106)	\$	21,958.56	
Infrastructure Development (107)	\$	1,265.00	
Danville Mass Transit (113)	\$	22,727.08	
Danville Area Transportation Study - DATS (116)	\$	9,099.86	
Community Reinvestment (310)	\$	24.32	
Harrison Park Golf Course (400/401)	\$	2,245.34	
Sanitary Sewer (402)	\$	2,818.15	
Solid Waste Management (405)	\$	2,490.36	
Total		\$	786,335.58

COMPTROLLER

DATE

MAYOR

DATE

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR SEPTEMBER 15, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	CVM UNIFORMS	08/17/2020	128705	\$ 53.30
001-012-00-52008 - Uniform Rental	53 - ARAMARK UNIFORM SERVICES INC	CVM UNIFORMS	08/31/2020	128705	\$ 54.50
001-012-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES FOR FIRE DEPT E1	08/19/2020	128788	\$ 1,323.82
001-012-00-53015 - Materials to Maintain Vehicles	2200 - LAWSON PRODUCTS INC	Shop Supplies for All Units	08/27/2020	128748	\$ 457.47
001-012-00-53015 - Materials to Maintain Vehicles	2700 - MEMARDS - DANVILLE	SPRAY PAINT FOR AUTOMATED TRUCKS	09/03/2020	128756	\$ 42.70
001-012-00-53015 - Materials to Maintain Vehicles	30 - VERMILLION CHEVROLET - BUICK - GMC	ACTUATOR FOR UNIT #101 - URBAN SERVICES	09/03/2020	128783	\$ 45.39
001-012-00-53015 - Materials to Maintain Vehicles	6164 - VOMAC TRUCK SALES & SERVICE	BATTERY FOR UNIT #53 - ELECTRIC TRUCK	09/03/2020	128786	\$ 139.90
001-012-00-53015 - Materials to Maintain Vehicles	6171 - AUTO-WARES GROUP	DOOR ACTUATOR FOR UNIT #101 - URBAN SERVICES	09/03/2020	128711	\$ 132.18
001-012-00-53016 - Materials to Maintain other Equipment	1193 - RAHN EQUIPMENT COMPANY	BLADE, BLOTS & NUT FOR LEEBOY GRADER	08/31/2020	128769	\$ 157.74
001-012-00-53016 - Materials to Maintain other Equipment	1291 - MARTIN EQUIPMENT OF ILLINOIS INC	FILLER CAP FOR JD5310 PARKS TRACTOR	08/31/2020	128754	\$ 22.82
001-012-00-53016 - Materials to Maintain other Equipment	2200 - LAWSON PRODUCTS INC	Shop Supplies for All Units	08/27/2020	128748	\$ 457.47
001-012-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	LAMINATING POUCHES & NOTE PADS FOR OFFICE @ PW	09/02/2020	128706	\$ 24.12
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #3372	09/03/2020	128731	\$ 38.57
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #D2408	09/03/2020	128731	\$ 123.75
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #D2421	09/03/2020	128731	\$ 123.75
001-015-00-52003 - Copy Expense	295 - DTI OFFICE SOLUTIONS	COPIER CONTRACT #D2520	09/03/2020	128731	\$ 226.45
001-015-00-52099 - Other Contractual Services	6085 - PERSPECTIVES	EAP SEPT INVOICE	09/08/2020	128767	\$ 317.40
001-015-00-53002 - Central Purchasing	316 - DP SUPPLY INC	COVID CLEANING AND PROTECTION SUPPLIES	09/03/2020	128730	\$ 284.37
001-015-00-53002 - Central Purchasing	316 - DP SUPPLY INC	Roll Towels and Procell D Batteries for all stations	09/04/2020	128730	\$ 436.28
001-015-00-53002 - Central Purchasing	60 - ARNOLDS OFFICE SUPPLY	Toner for Jamie	09/03/2020	128706	\$ 65.50
001-015-00-54028 - Commission Expense	1739 - ASCENSION ST. VINCENT PUBLIC SAFETY MEDICAL	PRE-EMPLOYMENT MEDICAL EVALUATION FOR PROBATIONARY FIREFIGHTER	09/03/2020	128708	\$ 1,280.16
001-017-00-52020 - Administrative Adjudiciary	1968 - ARTHUR J. KAPPELLA	HEARING OFFICER FOR AUGUST, 2020	09/08/2020	128707	\$ 775.00
001-017-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD COMPANY FEE AUG 2020	09/03/2020	128716	\$ 1.60
001-017-00-52101 - Service of Summons	1042 - BRUCE STARK	SERVICE FEES	09/08/2020	128717	\$ 40.00
001-018-00-46178 - Misc Permits	6527 - CITY LIQUOR, INC	LICENSE FEE RETURNED - DENIED	09/09/2020	128722	\$ 1,145.80
001-018-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD COMPANY FEE AUG 2020	09/03/2020	128716	\$ 1.40
001-020-00-52041 - Telephone	5487 - COMCAST BUSINESS	SEPTEMBER SUMMARY BILLING	09/09/2020	128723	\$ 327.16
001-021-00-46066 - Employee Contributions	6520 - Bishop, Joshua	VOL LIFE PREM REIMBURSEMENT	09/08/2020	128715	\$ 52.84
001-021-00-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 2 SOUTH STREET AUG	09/03/2020	128743	\$ 9,037.52
001-022-00-51009 - Unemployment Insurance	5955 - IDES-ILLINOIS DEPT. OF EMPLOYMENT SECURITY	2ND QUARTER 2020 UNEMPLOYMENT PAYMENT	09/09/2020	128742	\$ 1,936.00
001-022-00-53025 - Clothing for New Hires	702-Ray O'Herron	O Bennett - New Hire Duty Boots	09/04/2020	128770	\$ 60.75
001-022-00-53025 - Clothing for New Hires	6027 - SIDELINE SHIRTS & APPAREL	Owen Bennett New Hire Clothing - T Shirts	09/04/2020	128773	\$ 44.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	A Marcott - Hats	09/04/2020	128773	\$ 56.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	B Hogg - Hat	09/04/2020	128773	\$ 28.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	B Hudson - Hat	09/04/2020	128773	\$ 28.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	B Smith - Hats	09/04/2020	128773	\$ 56.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	C Busick - Hats	09/04/2020	128773	\$ 56.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	C McMahon - Hats	09/04/2020	128773	\$ 56.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	D Heinrichs - Hat	09/04/2020	128773	\$ 28.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	J Sheahan - Hat	09/04/2020	128773	\$ 28.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	J Snyder - Hats	09/04/2020	128773	\$ 52.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	J Sparks - Hat	09/04/2020	128773	\$ 28.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	J Watt - Hats	09/04/2020	128773	\$ 80.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	K Thompson - Hat	09/04/2020	128773	\$ 24.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	L Torres - Hat	09/04/2020	128773	\$ 28.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	L Torres - T-shirts (2)	09/04/2020	128773	\$ 20.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	M Morgan - Hats	09/04/2020	128773	\$ 56.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR SEPTEMBER 15, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	N Yelenick - Hat	09/04/2020	128773	\$ 28.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	R Lester - Hat	09/04/2020	128773	\$ 24.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	S O'Kane	09/04/2020	128773	\$ 112.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	S Pasley - Hats	09/04/2020	128773	\$ 56.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	T McFadden - Hats	09/04/2020	128773	\$ 56.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	Tyler Turner - Hat	09/04/2020	128773	\$ 28.00
001-022-00-53026 - Clothing	6027 - SIDELINE SHIRTS & APPAREL	Z Waclaw - Hat	09/04/2020	128773	\$ 28.00
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	Floor Epoxy for Bathroom	09/04/2020	128752	\$ 13.27
001-022-00-53099 - Other Commodities	687 - LOWE'S BUSINESS ACCOUNT	Return of Silicon Caulk	09/04/2020	128752	\$ (6.92)
001-031-00-52086 - Sidewalk, Curb, Gutter	1549 - CHAMPAIGN SIGNAL & LIGHTING	HAZEL & FAIRCHILD INTERSECTION IMPROVEMENTS	09/04/2020	128721	\$ 1.00
001-031-00-52099 - Other Contractual Services	1193 - RAHN EQUIPMENT COMPANY	RENTAL OF BOOM MOWER	09/02/2020	128769	\$ 1,250.00
001-031-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	LOCATING SERVICES PER TICKET, AFTER HOURS AND PROJECT TIME	09/04/2020	128782	\$ 1,327.17
001-031-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	LAMINATING POUCHES & NOTE PADS FOR OFFICE @ PW	09/02/2020	128706	\$ 24.10
001-051-00-51009 - Unemployment Insurance	5955 - IDES-ILLINOIS DEPT. OF EMPLOYMENT SECURITY	2ND QUARTER 2020 UNEMPLOYMENT PAYMENT	09/09/2020	128742	\$ 2,728.00
001-051-00-52011 - Maintenance of Building	1140 - WAGNER LOCK & KEY	KEY FOB'S/ENTRY FOR CITY HALL BUILDING	08/24/2020	128787	\$ 5,726.25
001-051-00-52011 - Maintenance of Building	1140 - WAGNER LOCK & KEY	RE-KEY ENTRY DOOR LOCKS @ CITY HALL	08/27/2020	128787	\$ 102.70
001-051-00-52011 - Maintenance of Building	2332 - MCDOWELL BUILDERS INC	CONSTRUCT NEW CONCESSION/RESTROOM ELLSWORTH PARK - OSLAD	08/24/2020	128755	\$ 50,629.59
001-051-00-52011 - Maintenance of Building	2603 - KENNETH H RICE KENNYS AUTOMOTIVE & COMPRESSOR SERV	REPLACE AIR COMPRESSOR @ FIRE STATION #3	09/08/2020	128746	\$ 1,560.00
001-051-00-52031 - Electricity	777 - AMEREN	ELLSWORTH PARK TEMP CONSTRUCTION POWER	09/09/2020	128704	\$ 36.43
001-051-00-52041 - Telephone	42 - AT&T	PARKS PHONE SERVICE	09/03/2020	128709	\$ 48.44
001-051-00-52088 - Rentals	53 - ARAMARK UNIFORM SERVICES INC	Floor Mats	08/17/2020	128705	\$ 7.00
001-051-00-52099 - Other Contractual Services	53 - ARAMARK UNIFORM SERVICES INC	Floor Mats	08/31/2020	128705	\$ 7.00
001-051-00-53011 - Materials to Maintain Buildings	1193 - RAHN EQUIPMENT COMPANY	RENTAL OF BOOM MOWER	09/02/2020	128769	\$ 1,250.00
001-051-00-53011 - Materials to Maintain Buildings	316 - DP SUPPLY INC	TOILET ROLL DISPENSERS FOR FIRE STATION #3	09/02/2020	128730	\$ 61.36
001-051-00-53011 - Materials to Maintain Buildings	425 - FRANKS HOUSE OF COLOR	CAULK FOR HPCH	08/08/2020	128736	\$ 6.80
001-051-00-53011 - Materials to Maintain Buildings	425 - FRANKS HOUSE OF COLOR	EXTERIOR PAINT FOR HPCH	08/19/2020	128736	\$ 107.89
001-051-00-53011 - Materials to Maintain Buildings	425 - FRANKS HOUSE OF COLOR	PAINT & SUPPLIES FOR PARKING GARAGE	09/08/2020	128736	\$ 5.50
001-051-00-53011 - Materials to Maintain Buildings	425 - FRANKS HOUSE OF COLOR	PARKING GARAGE PAINT FOR STRIPING	08/18/2020	128736	\$ 25.99
001-051-00-53011 - Materials to Maintain Buildings	425 - FRANKS HOUSE OF COLOR	PARKING GARAGE PAINT FOR STRIPING	08/19/2020	128736	\$ 25.95
001-051-00-53011 - Materials to Maintain Buildings	425 - FRANKS HOUSE OF COLOR	PARKING GARAGE PAINT FOR STRIPING	08/20/2020	128736	\$ 41.94
001-051-00-53011 - Materials to Maintain Buildings	425 - FRANKS HOUSE OF COLOR	PARKING GARAGE PAINT FOR STRIPING	08/21/2020	128736	\$ 51.98
001-051-00-53013 - Materials to Maintain Other	892 - KIRCHNER BUILDING CENTERS	CAULKING FOR HPCH	09/02/2020	128747	\$ 10.29
001-051-00-53017 - Small Tools & Equipment	3133 - SPORT REDI-MIX LLC	ELLSWORTH PARK CONCRETE	08/25/2020	128775	\$ 644.63
001-051-00-53017 - Small Tools & Equipment	2700 - MENARDS - DANVILLE	2X4'S FOR HPCH	08/31/2020	128756	\$ 22.24
001-051-00-53017 - Small Tools & Equipment	425 - FRANKS HOUSE OF COLOR	PAINT & SUPPLIES FOR PARKING GARAGE	09/08/2020	128736	\$ 36.12
001-051-00-53017 - Small Tools & Equipment	425 - FRANKS HOUSE OF COLOR	PAINT SUPPLIES HPCH	08/11/2020	128736	\$ 17.79
001-051-00-53017 - Small Tools & Equipment	425 - FRANKS HOUSE OF COLOR	PAINTING TOOLS FOR HPCH	08/24/2020	128736	\$ 18.72
001-051-00-53022 - Horticultural Supplies	6525 - MOEWS, BRAD	STRAW FOR SEEDING @ ELLSWORTH PARK - OSLAD	09/05/2020	128759	\$ 189.00
001-051-00-53099 - Other Commodities	316 - DP SUPPLY INC	CUSTODIAL SUPPLIES FOR PW FACILITY	09/04/2020	128730	\$ 66.24
001-051-00-53099 - Other Commodities	316 - DP SUPPLY INC	TRASH BAGS FOR DOWNTOWN RECEPTACLES	09/03/2020	128730	\$ 97.50
001-051-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	LAMINATING POUCHES & NOTE PADS FOR OFFICE @ PW	09/02/2020	128706	\$ 24.10
001-051-00-54024 - Pride Grows	1972 - ADAMS MEMORIALS	LEAF A LEGACY TREE MARKER	09/02/2020	128701	\$ 90.00
001-052-00-46050 - Admissions	6524 - CARTER, JINAEIA	REFUND FOR CANCELLED POOL PARTY 9/6/2020	09/08/2020	128718	\$ 225.00
001-060-00-51009 - Unemployment Insurance	5955 - IDES-ILLINOIS DEPT. OF EMPLOYMENT SECURITY	2ND QUARTER 2020 UNEMPLOYMENT PAYMENT	09/09/2020	128742	\$ 1,299.70

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR SEPTEMBER 15, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
001-060-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	CREDIT CARD COMPANY FEE AUG 2020	09/03/2020	128716	\$ 10.40
001-060-00-54099 - Other Expenditures	73 - INDIANA MEDIA GROUP	Advertising for Engineer III	09/09/2020	128744	\$ 354.00
001-22063 - Due to Village of Tilton	3503 - TILTON POLICE DEPARTMENT	COURT FINES FOR THE MONTH OF AUGUST, 2020	09/08/2020	128780	\$ 395.00
001-22064 - Due to Peer Court	947 - PEER COURT INC	COURT FINES FOR THE MONTH OF AUGUST, 2020	09/08/2020	128766	\$ 45.00
001-22065 - Due to Crimestoppers	3228 - VERMILION COUNTY CRIME STOPPERS ATTN: KEITH SOUZA	COURT FINES FOR THE MONTH OF AUGUST, 2020	09/08/2020	128784	\$ 45.00
001-22068 - Due to Oakwood	3429 - OAKWOOD POLICE DEPT.	COURT FINES FOR THE MONTH OF AUGUST, 2020	09/08/2020	128764	\$ 350.00
001-22069 - Due to Rossville	3394 - ROSSVILLE POLICE DEPARTMENT	COURT FINES FOR THE MONTH OF AUGUST, 2020	09/08/2020	128772	\$ 60.00
001-22086 - Due to Westville	3742 - WESTVILLE POLICE DEPARTMENT	COURT FINES FOR THE MONTH OF AUGUST, 2020	09/08/2020	128789	\$ 75.00
001-22087 - Due to Ridgefarm	3805 - VILLAGE OF RIDGE FARM ATTN: CLERK	COURT FINES FOR THE MONTH OF AUGUST, 2020	09/08/2020	128785	\$ 205.00
001-22091 - Due to Georgetown	4418 - GEORGETOWN POLICE DEPT.	COURT FINES FOR THE MONTH OF AUGUST, 2020	09/08/2020	128737	\$ 200.00
098-098-00-51012 - Fire Pension	3372 - DANVILLE FIRE PENSION FUND	PUBLIC SAFETY FEE TRANSFER	09/03/2020	128725	\$ 134,229.16
099-099-00-51011 - Pension Contributions/IMRF ERI Payment	1005 - DANVILLE POLICE PENSION FUND	TRANSFER PER 20/21 BUDGET PUBLIC SAFETY FEE	09/03/2020	128726	\$ 89,486.10
104-104-00-54099 - Other Expenditures	5602 - TRANSEUNION RISK AND ALTERNATIVE DATA SOLUTIONS INC	PERSON SEARCHES	09/09/2020	128781	\$ 95.00
106-106-18-54090 - CDBG Community Projects	2103 - DARREN OWENS OWENS EXCAVATING	CDBG DEMO 2018 913 Chandler	09/04/2020	128729	\$ 1,500.00
106-106-18-54090 - CDBG Community Projects	2103 - DARREN OWENS OWENS EXCAVATING	CDBG Demo 2018 913 Chandler	09/04/2020	128729	\$ 250.00
106-106-19-53001 - Publication	6170 - CHAMPAIGN MULTIMEDIA GROUP LLC	Public notice for citizen input on Con Plan and AAP	09/04/2020	128720	\$ 102.80
106-106-19-54183 - Urgent Need Programs	6096 - LISA MURPHY	CV-RMV-30457	09/04/2020	128751	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6508 - HARRIS, ARIEL	CV-RMV-30455	09/04/2020	128739	\$ 1,194.00
106-106-19-54183 - Urgent Need Programs	6509 - ROBINSON, CHARLES	CV-RMV-30479	09/04/2020	128771	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6510 - JOYNER, SHATAHIA	CV-RMV-30468	09/04/2020	128745	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6511 - HINTON, ANTIQUE	CV-RMV-30471	09/04/2020	128741	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6512 - POLLITT, BRIGHTTANY	CV-RMV-30483	09/04/2020	128768	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6513 - STRONG, LAKISA	CV-RMV-30460	09/04/2020	128777	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6514 - ALDRIDGE, JUSTIN	CV-RMV-60480	09/04/2020	128703	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6515 - MORGAN, DESTINY MARIE	CV-RMV-30392	09/04/2020	128761	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6516 - MONTELONGO, ANGELINA	CV-RMV-30359	09/04/2020	128760	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6521 - SUMILA, TRACI	CV-RMV-30465	09/04/2020	128778	\$ 1,250.00
106-106-19-54183 - Urgent Need Programs	6523 - BAKER, SOPHIA	CV-RMV-30449	09/04/2020	128712	\$ 1,250.00
106-106-20-51008 - Group Insurance	6085 - PERSPECTIVES	EAP SEPT INVOICE	09/08/2020	128767	\$ 5.36
106-106-20-52099 - Other Contractual Services	5014 - FIRST BANKCARD	Analysis of Radioactive Seal Source Leak Test	09/04/2020	128734	\$ 43.00
106-106-20-54037 - Blight Removal	2103 - DARREN OWENS OWENS EXCAVATING	DEMO 514 E Williams St	09/04/2020	128729	\$ 1,350.00
106-106-20-54037 - Blight Removal	966 - DANIEL L RIBBE TRUCKING INC	CDBG Blight Removal 1320 Williams St	09/04/2020	128724	\$ 1,164.00
106-106-20-54099 - Other Expenditures	5955 - IDES-ILLINOIS DEPT. OF EMPLOYMENT SECURITY	2ND QUARTER 2020 UNEMPLOYMENT PAYMENT	09/09/2020	128742	\$ 2,599.40
107-107-00-52022 - Engineering Services	4499 - MIDWEST ENGINEERING AND TESTING INC	ASBESTOS TESTING, ASPHALT PAVEMENT CORES VOORHEES BRIDGE	09/03/2020	128758	\$ 1,265.00
113-113-21-46090 - Other Revenues	6022 - GREYHOUND LINES, INC.	Sale of Greyhound Tickets	09/08/2020	128738	\$ 232.00
113-113-21-51006 - Physicals	2546 - MID-WEST TRUCKERS ASSOC. INC.	PRE-EMPLOYMENT	08/28/2020	128757	\$ 73.00
113-113-21-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT Physical (1)	08/28/2020	128765	\$ 95.00
113-113-21-51006 - Physicals	5899 - OCCUPATIONAL RISK MANAGEMENT	DOT Physicals (2)	08/06/2020	128765	\$ 190.00
113-113-21-51008 - Group Insurance	6085 - PERSPECTIVES	EAP SEPT INVOICE	09/08/2020	128767	\$ 60.69
113-113-21-51009 - Unemployment Insurance	5955 - IDES-ILLINOIS DEPT. OF EMPLOYMENT SECURITY	2ND QUARTER 2020 UNEMPLOYMENT PAYMENT	09/09/2020	128742	\$ 2,904.00
113-113-21-52001 - Advertising	73 - INDIANA MEDIA GROUP	Advertising Community Magazine	08/31/2020	128744	\$ 450.00
113-113-21-52009 - Computer Service and Supplies	5014 - FIRST BANKCARD	Reissue of check: check never sent out due to error	09/04/2020	128734	\$ 52.99
113-113-21-52014 - Maintenance of Office Equipment	295 - DTI OFFICE SOLUTIONS	Maintenance Agreement & Color	09/01/2020	128731	\$ 73.79
113-113-21-52015 - Maintenance of Vehicles	719 - MARK'S AUTO ELECTRIC, INC.	Labor and Parts for Motor Repair	09/03/2020	128753	\$ 40.00

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR SEPTEMBER 15, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
113-113-21-52043 - Postage	393 - EXPRESS PACKAGING SERVICE	POSTAGE	09/01/2020	128732	\$ 5.68
113-113-21-52079 - Lease and Rental - DMT	6000 - BEST-ONE OF CENTRAL IL	Mount Tire	09/01/2020	128714	\$ 24.00
113-113-21-52083 - Dues and Subscriptions	5638 - NATIONAL BUS TRADER INC	SUBSCRIPTION	08/08/2020	128763	\$ 30.00
113-113-21-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	Bus Parts & Oil Dry	09/02/2020	128762	\$ 12.58
113-113-21-53015 - Materials to Maintain Vehicles	3929 - CENTRAL STATES BUS SALES, INC.	BUS PARTS AND SHIPPING	09/03/2020	128719	\$ 75.87
113-113-21-53015 - Materials to Maintain Vehicles	3929 - CENTRAL STATES BUS SALES, INC.	BUS PARTS AND SHIPPING	07/23/2020	128719	\$ 69.64
113-113-21-53015 - Materials to Maintain Vehicles	719 - MARK'S AUTO ELECTRIC, INC.	Labor and Parts for Motor Repair	09/03/2020	128753	\$ 50.00
113-113-21-53024 - Gasoline	5660 - HERITAGE PETROLEUM LLC	CREDIT	08/31/2020	128740	\$ (161.00)
113-113-21-53024 - Gasoline	5660 - HERITAGE PETROLEUM LLC	Diesel fuel	08/31/2020	128740	\$ 15,445.79
113-113-21-53024 - Gasoline	630 - ILLINI FS INC	FUEL USAGE AT 2 SOUTH STREET AUG	08/31/2020	128740	\$ 15,445.79
113-113-21-53041 - Cleaning Supplies	1217 - NAPA AUTO PARTS OF DANVILLE	Bus Parts & Oil Dry	09/03/2020	128743	\$ 44.21
113-113-21-53041 - Cleaning Supplies	316 - DP SUPPLY INC	Cleaning Supplies	09/02/2020	128762	\$ 83.92
113-113-21-53099 - Other Commodities	399 - FASTENAL COMPANY	Gloves - Cares	05/28/2020	128730	\$ 210.40
113-113-21-53099 - Other Commodities	5014 - FIRST BANKCARD	Reissue of check never sent out due to error	08/28/2020	128733	\$ 1,357.00
113-113-21-53099 - Other Commodities	6171 - AUTO-WARES GROUP	Nickel Anit-Siez & WD40	09/04/2020	128734	\$ 1,203.59
116-116-21-51008 - Group Insurance	6085 - PERSPECTIVES	EAP SEPT INVOICE	09/04/2020	128711	\$ 103.93
116-116-21-54099 - Other Expenditures	5955 - IDES-ILLINOIS DEPT. OF EMPLOYMENT SECURITY	2ND QUARTER 2020 UNEMPLOYMENT PAYMENT	09/08/2020	128767	\$ 1.96
117-117-00-54046 - Public Improvements	1549 - CHAMPAIGN SIGNAL & LIGHTING	2ND QUARTER 2020 UNEMPLOYMENT PAYMENT	09/09/2020	128742	\$ 9,097.90
117-117-00-54047 - TIF-Project-Reimbursement	6170 - CHAMPAIGN MULTIMEDIA GROUP LLC	HAZEL & FAIRCHILD INTERSECTION IMPROVEMENTS	09/04/2020	128721	\$ 410,119.97
310-310-00-54177 - Community Investment	892 - KIRCHNER BUILDING CENTERS	Public Notice for 900-912 N Vermilion	09/04/2020	128720	\$ 78.80
310-310-00-54177 - Community Investment	892 - KIRCHNER BUILDING CENTERS	SUPPLIES FOR DEMOS & BOARD UPS	08/12/2020	128747	\$ 12.16
400-22036 - Golf Memberships	6517 - Darby, John	SUPPLIES FOR DEMOS & BOARD UPS	09/02/2020	128747	\$ 12.16
400-400-00-51008 - Group Insurance	6085 - PERSPECTIVES	Employee Refund for DANS MEMBERSHIP 2020	09/03/2020	128728	\$ 100.00
400-400-00-51009 - Unemployment Insurance	5955 - IDES-ILLINOIS DEPT. OF EMPLOYMENT SECURITY	EAP SEPT INVOICE	09/08/2020	128767	\$ 3.90
400-400-00-52099 - Other Contractual Services	19 - ALARMAX PAYMENT PROCESSING	2ND QUARTER 2020 UNEMPLOYMENT PAYMENT	09/09/2020	128742	\$ 860.00
400-400-00-53052 - Pro Shop Supplies	6116 - STOKX & FIELD	ALARM & MONITORING SERVICE - HP PRO SHOP	08/28/2020	128702	\$ 84.00
400-400-00-53099 - Other Commodities	2465 - DANVILLE RUBBER GROUP	CLEANING SUPPLIES FOR PRO SHOP	08/31/2020	128776	\$ 31.91
400-400-00-53099 - Other Commodities	72 - SITE ONE LANDSCAPE SUPPLY, LLC	RUBBER FLAGS FOR IRRIGATION PIPE	08/31/2020	128727	\$ 30.00
400-400-00-54061 - Commission	4715 - TAKE A SHOT LLC	IRRIGATION HEADS FOR HPGC	08/31/2020	128774	\$ 742.18
402-402-00-51008 - Group Insurance	6085 - PERSPECTIVES	COMMISSION 8/24/2020-8/30/2020	09/09/2020	128779	\$ 393.35
402-402-00-52041 - Telephone	42 - AT&T	EAP SEPT INVOICE	09/08/2020	128767	\$ 30.79
402-402-00-52099 - Other Contractual Services	3737 - USIC LOCATING SERVICES, LLC	1705 W WILLIAMS	09/03/2020	128710	\$ 360.17
402-402-00-53014 - Materials to Maintain Storm Water	101 - BERRY'S GARDEN CENTER INC	LOCATING SERVICES PER TICKET, AFTER HOURS AND PROJECT TIME	09/04/2020	128782	\$ 1,327.17
402-402-00-53099 - Other Commodities	6165 - LEHIGH HANSON	STRAW FOR RESTORATIONS @ 306 S JEFFERSON	08/13/2020	128713	\$ 5.36
402-402-00-53099 - Other Commodities	2983 - LEXISNEXIS RISK SOLUTIONS #238871	RIP RAP FOR FAIRWAY DRAINAGE	08/22/2020	128749	\$ 898.56
402-402-00-53099 - Other Commodities	399 - FASTENAL COMPANY	AUG 2020 - MIN COMMITMENT	07/22/2020	128750	\$ 150.00
402-402-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	HAMMER DRILL BIT FOR SEWERS CONCRETE WORK	08/25/2020	128733	\$ 22.00
405-405-00-51008 - Group Insurance	6085 - PERSPECTIVES	LAMINATING POUCHES & NOTE PADS FOR OFFICE @ PW	09/02/2020	128706	\$ 24.10
405-405-00-52030 - Credit Card Company Fee	6104 - BRIDGEPAY NETWORK SOLUTIONS, LLC.	EAP SEPT INVOICE	09/08/2020	128767	\$ 32.10
405-405-00-52099 - Other Contractual Services	6518 - Fischer Theatre	CREDIT CARD COMPANY FEE AUG 2020	09/03/2020	128716	\$ 18.60
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	Reissue for appliance collection reimbursement - wrong vendor-	09/04/2020	128735	\$ 20.00
405-405-00-53015 - Materials to Maintain Vehicles	1151 - WATSON GENERAL TIRE INC	TIRES FOR UNIT #94 - AUTOMATED	09/03/2020	128788	\$ 1,254.44
405-405-00-53015 - Materials to Maintain Vehicles	1193 - RAHN EQUIPMENT COMPANY	TIRES FOR UNIT #27 - READ LOADER	09/03/2020	128788	\$ 1,061.84
405-405-00-53015 - Materials to Maintain Vehicles	1217 - NAPA AUTO PARTS OF DANVILLE	SAFETY CHAIN HARDWARE FOR UNIT #27 - REAR LOADER	09/02/2020	128769	\$ 8.00
405-405-00-53016 - Materials to Maintain Equipment	6171 - AUTO-WARES GROUP	GRIPPER KIT FOR UNIT #94 - AUTOMATED	09/02/2020	128762	\$ 69.68
		LOCK NUTS FOR YARD WASTE SITE TRACTOR	06/29/2020	128711	\$ 1.60

CITY OF DANVILLE
ACCOUNTS PAYABLE FOR SEPTEMBER 15, 2020

GL Account	Vendor	Invoice Description	Invoice Date	Check Number	Transaction Amount
405-405-00-53099 - Other Commodities	60 - ARNOLDS OFFICE SUPPLY	LAMINATING POUCHES & NOTE PADS FOR OFFICE @ PW	09/02/2020	128706	\$ 24.10
Grand Total					786,335.58

RESOLUTION NO. 2020 - _____

A RESOLUTION FOR PURCHASING ADA PARATRANSIT SERVICE

Whereas, under federal regulations, Danville Mass Transit requires complimentary paratransit service for those individuals unable to use the fixed route service; and,

Whereas, bid #653 was advertised for a new ADA paratransit contract for one year with two optional years; and,

Whereas, only one bid was received in response to the bid request and the cost proposal per trip is attached.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville that:

1. The attached contract with CRIS Rural Mass Transit, be approved for the period of October 1, 2020 through September 30, 2023. This would include the two 1-year options.
2. The Mayor and City Clerk be authorized to execute the documents.

PASSED this 15th day of September, 2020 by _____ ayes, _____ nays, with _____ not voting.

APPROVED:

BY:

Mayor

ATTEST:

BY: _____

City Clerk

7. BIDDER'S PROPOSAL

BID SHEET FOR ADA SERVICE PER TRIP

	Rate per Service Trip:
Trips within Danville / Tilton:	\$ <u>13.80</u>
To/From Westville:	\$ <u>28.12</u>
To/From Georgetown:	\$ <u>43.07</u>
To/From Catlin:	\$ <u>19.71</u>
Hourly dispatch rate:	
Weekdays: Before 8 AM and after 4 PM	
Weekends: During Vendors' ADA service times	\$ <u>12.92</u>
Increase in rates for optional second year:	<u>3</u> %
Increase in rates for optional third year:	<u>3</u> %

RESOLUTION NO. 2020-_____

A RESOLUTION AWARDING BID FOR FLEET LIABILITY INSURANCE
BID #654

WHEREAS, Danville Mass Transit requires liability insurance for the year October 1, 2020 through September 30, 2021; and

WHEREAS, Bid #654 was solicited for this insurance, bids were opened on August 31, 2020, and Hudson Insurance Company was the sole bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville that:

1. Bid #629 be awarded to Hudson Insurance Company in the amount of \$ 71,723.00.
2. The Mayor and City Clerk be authorized to execute all contract documents.

PASSED this ____ day of _____, 2020, ____ Ayes, ____ Nays, ____ Absent

APPROVED

BY: _____
Mayor

ATTEST

BY: _____
City Clerk

Bid 654 Analysis: Fleet Liability Insurance for Danville Mass Transit

One (1) fleet insurance bid by:

Hudson Insurance Company

All clauses signed. Not a DBE.

Premium: \$71,723.00

Limits: \$1 million Combined Single Limit w/\$4 million umbrella
 \$100,000 uninsured/underinsured
 \$10,000 MedPay
 \$2,500 Deductible

RESOLUTION NO. 2020-_____

RESOLUTION APPROVING THE FTA PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) REGULATION REQUIRED BY 49 CFR PART 673

WHEREAS, The Federal Transit Administration’s (FTA) Public Transportation Agency Safety Plan (PTASP) regulation (49 CFR Part 673) establishes requirements for Agency Safety Plans (ASP), including the requirements for review, approval, and certification, and;

WHEREAS, the FTA has determined that Danville Mass Transit, being a small public transportation provider, is responsible for developing a plan, and complying with the regulation and;

WHEREAS, the plan must be written, approved, and implemented by December 31, 2020, and;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois that:

1. The Accountable Executive for the Department of Public Transportation is the Director of Public Transportation, and;
2. The Accountable Executive and the Corporation Counsel will certify that the plan is in compliance, and;
3. The plan will be approved by the Council and implemented by December 31, 2020, and;
4. The plan will be reviewed annually for continued compliance with the regulation and certified as such to the Federal Transit Administration.

PASSED this 15th day of September, 2020, by ___ Ayes, ___ Nays, ___ Absent.

APPROVED

BY: _____

Mayor

ATTEST:

City Clerk

Public Transportation Agency Safety Plan for Danville Mass Transit

Version 1, Issued Fall 2020

1. Transit Agency Information

Transit Agency Name	City of Danville / Danville Mass Transit		
Transit Agency Address	101 N. Jackson Street, Danville, IL 61832		
Name and Title of Accountable Executive	Director of Public Transportation Per 673.5, AE is ultimately responsible for carrying out the PTASP and the TAM Plan. AE has control and direction over the resources necessary to develop and maintain these plans.		
Name of Chief Safety Officer or SMS Executive	DMT Maintenance and Facilities Supervisor Per 673.5, CSO is adequately trained and responsible for safety. CSO reports directly to the AE, and because the property is a small urban, this person also serves as the maintenance and facilities supervisor. Per 673.23(d)(2), the CSO is responsible for day-to-day implementation and operations of the DMT safety system.		
Mode(s) of Service Covered by This Plan	Fixed-route bus	List All FTA Funding Types (e.g., 5307, 5337, 5339)	5307

¹ Part 673 defines small public transportation provider as a recipient or subrecipient of Federal financial assistance under 49 U.S.C. § 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system. (49 C.F.R. § 673.5). This includes bus transit systems with one hundred (100) or fewer vehicles in revenue service during peak regular service across all non-rail fixed route modes or in any one non-fixed route mode.

Version 3, Published 12/30/19

Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Directly operated		
Does the agency provide transit services on behalf of another transit agency or entity?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Description of Arrangement(s)
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided			

2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	Danville Mass Transit	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
Approval by the Board of Directors or an Equivalent Authority	Name of Individual/Entity That Approved This Plan	Date of Approval
	Danville City Council	
	Relevant Documentation (Title and Location)	
	Resolution _____	
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
	Corporation Counsel City of Danville	
	Relevant Documentation (Title and Location)	
	Annual Certifications and Assurances	

Version Number and Updates			
<i>Record the complete history of successive versions of this plan.</i>			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
01	PTASP - Bus Transit	Initial document and implementation	

Annual Review and Update of the Agency Safety Plan

Describe the process and timeline for conducting an annual review and update of the ASP.

By July 1 of each calendar year, the City of Danville's Risk Manager and the Chief Safety Officer (CSO) will assess the Agency Safety Plan for changes, updates, additions, and deletions from the previous version. If changes are made, the new draft version will be signed off by the Accountable Executive (AE), and the document will be sent to the Mayor and City Council for re-approval. All approved updates will be recorded on the table above, distributed to employees of Danville Mass Transit in various formats and will be kept on file in the AE and Risk Manager's offices. If the document has been kept current, it may not be necessary to make changes, but it will still need to be reviewed. This ASP contains applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety plan.

3. Safety Performance Targets

Safety Performance Targets

Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.

Mode of Transit Service	Fatalities (Total)	Fatalities (Rate)	Injuries (Total)	Injuries (Rate)	Safety Events (Total)	Safety Events (Rate)	System Reliability
Fixed route bus	0	.0000 - rate based on total VRM	5	.0001 - rate based on total VRM	3	.0001 - rate based on total VRM	49,000 - number of VRM divided by major mechanical failures in previous FY

Safety Performance Target Coordination

Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

Danville Area Transportation Study, the MPO for the urbanized area will be given a copy of the safety performance targets that have been established by Danville Mass Transit after its adoption by the City of Danville City Council. A copy of this safety plan will also be on file with the Illinois Department of Transportation. DMT personnel are available to coordinate with IDOT and the MPO in the selection of IDOT and MPO safety performance targets upon request.

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	Illinois Department of Transportation	

Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	Danville Area Transportation Study	

4. Safety Management Policy

<p>Safety Management Policy Statement</p> <p><i>Use the written statement of safety management policy, including safety objectives.</i></p>	
<p>Danville Mass Transit is committed to continually improving our safety program to create a work environment that provides the lowest possible risk to employees, customers and the general public by following these safety objectives:</p> <ol style="list-style-type: none"> 1. Strive to incorporate these practices into our work environment and re-evaluate the effectiveness of our practices and behaviors on an ongoing basis. 2. Demand that our employees practice this safety plan to ensure everyone's health and welfare. 3. Encourage employees to cooperate in reporting failures and weaknesses in the safety system so efforts can be made to correct and uphold the system, whether this reporting be in writing, in person, or submitted anonymously. 4. Expect management to address all concerns to maintain an atmosphere where employees feel confident that they can report without fear of retaliation or harassment. Have a reporting system that makes the public feel that they are heard, that their safety is important and that their feelings are valid. 5. Provide our employees with achievable safety performance targets. 6. Keeping communication between staff, management and the public open and productive. Provide an environment where anyone feels welcome to report safety concerns without fear of punishment, unless it is determined that an employee has committed an illegal, negligent, or intentional act that is outside the guidance of the regulations or safety plan. 	
<p>Safety Management Policy Communication</p> <p><i>Describe how the safety management policy is communicated throughout the agency. Include dates where applicable.</i></p>	
<p>The Agency Safety Plan (ASP) was presented to and approved by the Danville City Council in the fall of 2020. After that time, all employees at Danville Mass Transit were introduced to the plan by means of individualized training and each employee received, and signed for a copy of the plan.</p> <p>Periodically, as safety concerns need to be addressed with the entire workforce, we will engage all employees in communicating and training by means of TEAM meetings. And as updates are made, the revised document will be distributed. All document distribution and/or TEAM meeting attendances will require a signed receipt by the employee.</p> <p>Additionally, the PTASP has been added to the employees' reference shelf. As updates are made, they are added to the book upon approval and a notice is added to the memo board to alert employees to changes.</p>	
<p>Authorities, Accountabilities, and Responsibilities</p> <p><i>Describe the role of the following individuals for the development and management of the transit agency's Safety Management System (SMS).</i></p>	
<p>Accountable Executive</p>	<p>Oversee the development, implementation and management of the system. Ensure that the plan is relevant and applicable to the entire agency. Appoint the appropriate personnel to maintain and review the ASP, but may meet with a reporter if they bring their concern to the AE. The AE will make the final determination when a change to the plan needs to be made, and take appropriate action to get approval, and recertification. The AE is ultimately responsible for the ASP, SMS and the agency's Transit Asset Management (TAM) plan.</p>

Chief Safety Officer or SMS Executive	Assist in the development, implementation and management of the system. Assist in evaluating and updating the plan and takes responsibility for the training of employees. CSO reports any findings directly to the AE and works with the AE to determine the course of action necessary to mitigate the problem. Administers the daily responsibilities necessary for oversight of the plan and the system. The CSO is available to take a verbal report from an employee or the public and is one of the key employees in the investigation of a concern or complaint.
Agency Leadership and Executive Management	When significant changes are made that require board approval, the Mayor, Corporation Counsel, and the AE will present the updated plan and/or system changes to the City Council. In the scope of day-to-day activities, all agency leaders including supervisors will monitor the effectiveness of the safety plan and program, and report necessary changes to the AE. Agency leaders and supervisors are also expected to provide ongoing support for implementation of the safety plan and displaying leadership qualities in the work environment.
Key Staff	City of Danville's Risk Manager will help review, update and train employees and staff on the safety plan. Supervisory staff will be encouraged to give feedback about areas of concern, and may be asked to assist in the annual review of the policy.
<p>Employee Safety Reporting Program</p> <p><i>Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).</i></p>	
<p>Employees who feel that safety conditions are compromised or are non-existent, may meet with the AE or CSO to report their findings. The AE or CSO will make notes about the meeting, and ask the reporter to sign and date the incident report, if they choose to.</p> <p>Employees who wish to report safety conditions may also complete an incident report themselves. The report must give specific information including dates, if applicable about safety violations, unsafe conditions, or unsafe practices. The report can be given to their immediate supervisor, the CSO or to the AE for the agency. If the report is given to the immediate supervisor, the supervisor must assure that the date and time of the report submission is included. The supervisor may discuss or ask questions of the reporter for further information, complete his/her comments section and submit to the AE or CSO. The AE or CSO will discuss the report with the supervisor and the reporter, if necessary.</p> <p>Any employee reporting unsafe conditions will not suffer retaliatory measures by any member of management or their co-workers. If an employee feels that they have been subject to retaliation because of their report or information they have divulged, they must immediately meet with the AE (or CSO, only in the absence of the AE) so the situation can be documented. If they feel that the retaliation violates any collective bargaining agreement provision, they may meet with their union representative to decide whether or not a grievance needs to be filed.</p> <p>DMT may find it necessary to invoke disciplinary measures if any of the following occur:</p> <ol style="list-style-type: none"> 1. It is determined that an employee has created or contributed to the unsafe conditions by failing to follow the safety measures that have been put into place. 2. It is determined that there has been illegal activity such as assault or theft. 3. It is determined that there has been gross negligence that puts people or property at risk. <p>The employee may face disciplinary action appropriate to the situation and in accordance with the Danville Mass Transit General Policies and Procedures and their CBA.</p>	

5. Safety Risk Management

Safety Risk Management Process

Describe the Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

HAZARD IDENTIFICATION - ALL employees must be alert to their surroundings and follow all safety measures that have been put into place. Any hazard, or potential for a hazardous situation must be reported and resolved whether it be unsafe conditions or unsafe practices and behaviors. Supervisors must also proactively contemplate the potential risks involved in the practices of the agency, and quickly take measures to report any situation that could lead to a safety failure. Additionally, hazards may be identified by passengers, the general public, other departments, and new industry information. Warnings may be issued by funding agencies including the state or FTA.

Once identified, any hazard or potential hazard needs to be documented in writing either by the reporter, or by the supervisor or other individual involved in the SMS to allow for follow up. Information should be logged by the CSO for future reference, and data comparisons. The CSO will investigate the hazard that has been reported by observing, interviewing other staff members affected, and gathering any information that could be relevant to an investigation.

This information will be presented to the safety committee, unless it is identified as an immediate threat to people or property. In this case, it may be taken directly to the AE for immediate decisions about mitigation.

SAFETY RISK ASSESSMENTS -

After a hazard has been identified, the CSO will begin an investigation into the likelihood of injury, illness or damage needs to be assessed. A file should contain the reason the investigation took place (report, industry standard, risk warnings, etc.), notes about the investigation, and a report of the result of the investigation. The report will include a rating of the hazard to assess the likelihood it will occur, and the consequences that could result from this hazard. These ratings will prioritize the need for a mitigation process, should be incident be rated as a high risk.

If new processes or procedures are created as a result of the investigation, steps will be taken to communicate the new information, as described in the Safety Management Policy Communication section.

Any time there is a situation that is unprecedented, or does not have a safety procedure in place, the situation needs to be assessed to assure that all safety processes are implemented and being followed. Likewise, new equipment and methods need to be evaluated to ensure that the everyone's welfare is protected. When hazards have been identified, the CSO, the AE and the risk manager may need to incorporate safety procedures to be followed to alleviate the possibility of future damage or injury. These procedures would be implemented after assessing the frequency, severity, and the consequences of the risk to determine the best course of action to mitigate such liabilities.

SAFETY RISK MITIGATION - The CSO, AE, and/or risk manager, will put procedures into place to lessen the possibility of damage or injury after safety risks have been identified and the risks of the hazard have been assessed. Changes in process or procedure may be as simple as incorporating new equipment that can reduce injury potential, or as necessary as immediately prohibiting the use of dangerous practices or implements. The resolution will be determined by the AE and CSO based on the frequency, severity, and the consequences of the risk potential. Employees will be notified in writing of the expectations for them after the implementation of new processes that have been put into place. All employees will be required to sign off on any change notifications.

6. Safety Assurance

Safety Performance Monitoring and Measurement

Describe activities to monitor the system for compliance with procedures for operations and maintenance.

While supervisors and members of management oversee employees, there are many eyes watching to determine if there are unsafe behaviors or situations that have been addressed, but are not being put into practice. Peers are expected to remind one another of the importance of safety measures for their own protection, and the protection of those they deal with each day. All employees are responsible for ensuring that the workplace is a safe environment, and the workforce is performing at a high standard of safety.

Other means of monitoring include, but are not limited to:

1. Street supervisor monitoring in-service behaviors
2. Supervisors following up on past practices that are deemed unsafe
3. Vehicle inspections and preventative maintenance
4. General public or employees in other City departments that observe unsafe practices
5. Regular review of cameras both at the facility, or onboard buses
6. Employee reporting of both newly identified safety issues or mitigation processes that are not being followed

As needed, the reporting that results from the above practices will be used to follow up on both individual and system-wide safety compliance.

Once mitigation and resolution have taken place, it is important to continue to monitor all employee behaviors to assure that these safety practices are not being ignored or performed incorrectly. Likewise, everyone should work together to monitor the new practices to determine if they are working to the fullest potential, or if further adjustments need to be made to the plan to provide a safer work environment.

Additionally, the AE and/or the CSO will want to continue to monitor the event that led to the new practices to reduce the likelihood that employees will revert back to behaviors that caused the concern to begin with. They will also continue to investigate the latest industry trends that might help mitigate the event which led to unsafe conditions.

Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

The AE, CSO, operations supervisor, and the maintenance supervisor will most closely monitor the safe operation of the workplace by constantly overseeing and re-evaluating procedures and practices. When a safety resolution has been put into place but is ineffective or inappropriate, it must be brought to the attention of the AE or CSO by any employee. Any injury or damage that occurs in spite of the fact that all safety measures have been used, needs to be reevaluated to incorporate new equipment or processes to assure a safe workplace. A safety risk is not necessarily mitigated just because there has been no damage or injury. Processes need to be constantly monitored, evaluated and updated as industry standards and company circumstances evolve.

Describe activities to conduct investigations of safety events, including the identification of causal factors.

In investigating safety events, it is important for the AE, CSO, and supervisory staff to understand exactly what needs to be addressed. It could be necessary to observe repeatedly, to involve another supervisor in the investigation, or ask the reporter to clarify the nature of their concern. It may also be necessary to ask other employees about the situation or behaviors in question to determine if the problem is isolated, or is a common practice among the workforce. Investigations will vary in their content. Major, highly hazardous situations will need to be addressed with urgency, sometimes forcing a practice to cease immediately. Other investigations may be ongoing to make a more educated decision about what changes need to be implemented, if any.

Observation may be done in a variety of ways including evaluations, camera observations, or the casual encounter of an unapproved behavior. Regardless of the status of the concern, all need to be addressed without exception and documented. Any changes that need to be made as a result of the report will be communicated to all employees, and written into the safety plan, if needed.

These reports must be written on an incident report and reviewed by the CSO and/or the AE for investigation. Any significant policy changes will also need to be reviewed and approved by City of Danville's Corporation Counsel, the Mayor, and/or the City Council.

Describe activities to monitor information reported through internal safety reporting programs.

Any reports of unsafe behaviors or practices will be documented on the correct form and given to the supervisor or CSO for review. In any situation where oversight has been conducted, it is imperative that documentation be provided by the supervisory staff, CSO, or AE and that follow up is conducted based on the investigation process.

All documents related to the hazard report will be kept in a file in the AE's office, along with resolutions.

Management of Change (Not Required for Small Public Transportation Providers)

Describe the process for identifying and assessing changes that may introduce new hazards or impact safety performance.

N/A

Continuous Improvement (Not Required for Small Public Transportation Providers)

Describe the process for assessing safety performance. Describe the process for developing and carrying out plans to address identified safety deficiencies.

N/A

7. Safety Promotion

Competencies and Training

Describe the safety training program for all agency employees and contractors directly responsible for safety.

Anyone employed at Danville Mass Transit at the time the ASP has been approved and put into place, will undergo a comprehensive training program that covers all information in the policy and plan. Each employee will receive and sign a receipt for a copy of these documents, which includes information relating to the need to report, the process for reporting, and what should occur after the hazard has been reported.

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

Should any changes to the safety practices, PPE gear, or procedures require changes in employee behaviors, copies of the change will be distributed. All employees will need to sign a receipt to assure that everyone has been notified. If the change is significant enough that hands-on training needs to be conducted, the employees will also be required to attend a TEAM meeting to discuss the change and learn the implementation process. As with all TEAM meetings, a signature is required to document attendance. Ongoing evaluation and refresher training will be provided as needed within the agency.

Employees who are hired after the implementation of the Safety Plan will receive a copy of the plan and policy and sign a receipt for such. One-on-one training regarding the plan which includes the importance of adhering to and reporting inconsistencies in the plan, will be provided.

Additional Information

Supporting Documentation

Include or reference documentation used to implement and carry out the ASP that are not included elsewhere in this Plan.

Acronym Word or Phrase

DMT	Danville Mass Transit
PTASP	Public Transportation Agency Safety Plan
FTA	Federal Transit Administration
ASP	Agency Safety Plan
TAM	Transit Asset Management
AE	Accountable Executive
CSO	Chief Safety Officer
SMS	Safety Management System
VRM	Vehicle Revenue Miles
MPO	Metropolitan Planning Organization
CBA	Collective Bargaining Agreement
PPE	Person Protective Equipment
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
SRM	Safety Risk Management

Definitions

Accident - means an Event that involves any of the following: a report of a serious injury to a person; a collision of public transportation vehicles; an evacuation for life safety reasons.

Accountable Executive - means a single, identifiable person who has ultimate responsibility for carrying out the PTASP of a public transportation agency; responsibility for carrying out the agency's TAM plan; or control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5326(d), and the agency's TAM plan, in accordance with 49 U.S.C.5326.

Event - means any accident, incident, or occurrence.

Hazard - means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident - means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation - means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

National Public Transportation Safety Plan - means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence - means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator - of a public transportation system means a provider of public transportation as defined under 49 U.S.C.5302.

Performance measure - means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance target - means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Public Transportation Agency Safety Plan (or Agency Safety Plan) - means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.

Risk - means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk mitigation - means a method or methods to eliminate or reduce the effects of hazards.

Safety Assurance - means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy - means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

Safety Management System - means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety performance target - means a performance target related to safety management activities.

Safety Promotion - means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety risk assessment - means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Serious injury - means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Transit agency - means an operator of a public transportation system.

Transit Asset Management Plan - means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

Resolution No. 2020 _____

A RESOLUTION TO DISPOSE OF AUTOMATED GARBAGE TRUCK NO LONGER MECHANICALLY SOUND FOR OPERATIONAL USE

WHEREAS, the Public Works Department’s Solid Waste Division operates a fleet of automated trucks for solid waste collection; and

WHEREAS, certain automated trucks have become inoperable and replaced by newer tucks, making inoperable units value only as scrap; and

WHEREAS, Danville Fire Department desires to train with a large truck for operational procedures; and

WHEREAS, the Solid Waste inoperable truck fits Danville Fire Department’s needs.

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the CITY of DANVILLE THAT:

- 1) Authorize the PUBLIC WORKS DEPARTMENT to allow DANVILLE FIRE DEPARTMENT to use the following automated truck for training purposes.
- 2) That it authorizes the PUBLIC WORKS DEPARTMENT to dispose of said automated unit for scrap when training is complete
- 3) Said automated unit is a 2009 International Workstar 7400, VIN-1HTWGAZT19J082310
- 4) Funds from scrap sale shall be returned to Solid Waste Other Capital Equipment Fund 405- 55016

PASSED this 15th day of September 2020, by Ayes, Nays, and Absent

APPROVED:

BY: _____

Mayor

BY: _____

City Clerk

RESOLUTION NO. 2020-XX

A RESOLUTION AMENDING THE FY20-21 STORM AND SANITARY SEWER (FUND 402) BUDGET AND AWARDING THE CONTRACT FOR BID 658 NORTHWEST SANITARY SEWER SERVICE AREA RECONSTRUCTION

WHEREAS, the City Council approved Ordinance No. 9250 on January 20, 2020 which authorized the borrowing of funds from the Water Pollution Control Loan Program administered by the Illinois Environmental Protection Agency (IEPA); and

WHEREAS, the City of Danville has advertised and sought bids for construction of Bid 658 – Northwest Sanitary Sewer Service Area Reconstruction in accordance with the City’s procurement policy and IEPA loan requirements; and

WHEREAS, the IEPA has reviewed the proposed project, allocated loan funds, and is completing final loan documentation; and

WHEREAS, the City of Danville desires to complete the proposed improvements and fund them with the IEPA loan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that:

1. All of the following items shall be subject to the approval and execution of the IEPA loan documents by the Mayor, as previously authorized, and IEPA.
2. The contract for the Bid #658 is hereby awarded to the lowest responsive, responsible bidder, Stark Excavating, Inc., in the amount of \$6,355,316.00.
3. The FY20-21 Fund 402 Budget shall be amended by creating line item 402-402-00-55068 (Northwest Sanitary Sewer Project) and funding it in the amount of \$1,000,000.00 through a transfer from the Fund 402 reserves.
4. The Mayor and his designees are authorized to issue a purchase order, execute the construction contract, and perform all work necessary to complete and pay for this transaction.
5. The loan eligible improvements shall be paid for from Fund 402 (Storm and Sanitary Sewer Fund) budget line item 402-402-00-55068 (Northwest Sanitary Sewer Project) which shall be reimbursed with funding from the IEPA loan.
6. The items of work ineligible for payment through the IEPA loan shall be paid from Fund 107 (Infrastructure Development) budget line item 107-107-00-52058 (Infrastructure Development).
7. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED this 15th day of September 2020 by __ Ayes, __ Nays, and __ Absent.

APPROVED:

BY: _____
MAYOR

ATTEST:

By: _____
CITY CLERK

RESOLUTION NO. 2020-XX

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION ENGINEERING SERVICES FOR THE NORTHWEST SANITARY SEWER SERVICE AREA RECONSTRUCTION

WHEREAS, the City Council approved Ordinance No. 9250 on January 20, 2020 which authorized the borrowing of funds from the Water Pollution Control Loan Program administered by the Illinois Environmental Protection Agency (IEPA); and

WHEREAS, the City of Danville previously selected Hanson Professional Services as the most qualified firm and desires for Hanson to provide construction engineering and related services; and

WHEREAS, the City of Danville has negotiated a scope of services and fee for professional services to provide construction assistance, documentation, observation and loan administration; and

WHEREAS, the IEPA has reviewed the proposed project, allocated loan funds, and is completing final loan documentation; and

WHEREAS, the City of Danville desires to complete the proposed improvements, including construction engineering, and fund them with the IEPA loan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, that:

1. All of the following items shall be subject to the approval and execution of the IEPA loan documents by the Mayor, as previously authorized, and IEPA.
2. The attached agreement for Professional Services between the City of Danville and Hanson Professional Services Inc. in the amount of \$735,000.00 is hereby approved.
3. The Mayor and his designees are authorized to issue a purchase order, execute the construction contract, and perform all work necessary to complete and pay for this transaction.
4. The services related to IEPA loan eligible activities shall be paid from Fund 402 (Storm and Sanitary Sewer Fund) budget line item 402-402-00-55068 (Northwest Sanitary Sewer Project) which shall be reimbursed with funding from the IEPA loan.
5. Services related to activities that are ineligible for payment through the IEPA loan shall be paid from Fund 107 (Infrastructure Development) budget line item 107-107-00-52058 (Infrastructure Development).
6. This Resolution shall take effect upon its passage and publication in pamphlet form.

PASSED this 15th day of September 2020 by ___ Ayes, ___ Nays, and ___ Absent.

APPROVED:

BY: _____
MAYOR

ATTEST:

By: _____
CITY CLERK

Hanson Professional Services Inc.
Professional Services Agreement (PSA)
LEGL0200- 14L0114B

THIS PROFESSIONAL SERVICES AGREEMENT (PSA) is made this 15th day of September, 2020, between City of Danville, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson."

By joining in this PSA, Client retains Hanson to provide professional services in connection with the Northwest Sanitary Sewer Area Reconstruction – Phase 3 Construction Services, subsequently referred to as "Project."

By this PSA, the scope of Hanson's services on Project is limited to that described in Attachment A.

The attached General Conditions (C-S) are incorporated into and made a part of this PSA.

Client agrees to compensate Hanson for providing the above services in the manner described in Attachment B.

Client and Hanson hereby agree to and accept the terms and conditions stated above, including terms and conditions stated in the attached General Conditions, the receipt of which is acknowledged.

Hanson Professional Services Inc.

Client

By: 

By: 

Title: Senior Vice President

Title: Mayor

Date: August 28, 2020

Date: August 31, 2020

Attachment A – Scope of Services

LEGL0200- 14L0114B

Effective Date: 9/15/2020

Project Description:

The project consists of the primary phase 3 tasks of construction observation and related Illinois EPA SRF loan administrative services for the Northwest Sanitary Sewer Service Area Reconstruction. The project is limited to the work associated to the phase 2 bidding Contract Documents for Rose Hill, Chateau Estates, and Denmark Hill lift stations, force main and gravity sewer work.

Services:

The Scope of Services to be provided is limited to the following:

1. Facilitate and Manage IEPA coordination and submittals.
 - a. Review and process all monthly requests.
 - b. Assist in IEPA SRF Loan disbursements for the full length of the contract.
 - c. Includes first, final, and after final submittals.
 - d. Assist in preparation and submittal for Loan Applicant's Certification of Engineering or Professional Services Contact Compliance with the Illinois EPA SRF Loan Program Requirements.
 - e. Other IEPA loan related coordination/Administration
 - f. Review and process change orders for the IEPA SRF loan process.
 - g. HANSON will assume the responsibilities of the ENGINEER as stated in the Contract Documents.
2. Construction Assistance
 - a. Preconstruction conference.
 - i. Prepare documentation for a preconstruction conference.
 - ii. Attend preconstruction conference.
 - iii. Prepare and disseminate minutes of same to attendees.
 - b. Review shop drawings and submittals.
 - c. Receive and respond to contractor's questions/requests for information. Provide resolution and clarification of questions during construction.
 - d. Provide written opinion to the Client with regard to any claims or dispute and other matters relating to the acceptability of the work or the interpretations of the requirements of the Construction Documents.
3. Full Time Construction Observation of work described in bidding Contract Documents to be performed by Knight and Associates.
 - a. Provide the first line of contact with the contractor, property owners, and residents along the affected project area for construction related coordination issues and concerns.

- b. Observation of the construction including recording quantities on daily reports and keeping a diary of daily activities, equipment, personnel, and weather conditions that affect construction performance.
 - c. Observation and documentation of pipe and manhole testing per specifications.
 - d. Observation work on the bridge joint work, bridge bearings and the pedestrian bridge need to follow Illinois DOT standards.
 - e. Daily observations on traffic control regarding whether items need adjusting and/or replacement.
 - f. Weekly observations on erosion control measures.
 - g. Observation of erosion control measures within 24 hours after the end of each 0.5 inches or greater rain event.
 - h. Issue written clarifications or interpretations of the requirements of the Contract Documents.
 - i. Authorize minor variations of the work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or Contract Time and are consistent with the overall content of the Contract Documents.
 - j. Coordination of field technician to project engineers.
 - k. Attend meetings with contractor, such as progress meetings and other project related meetings.
 - l. Provide progress update every other week to the Client.
 - m. Coordination with Knight.
4. Field materials testing:
- a. Use of an outside testing firm to provide spot checks on backfill density and materials testing of concrete and density testing on flexible pavement. An assumed 50 site visits over the construction contract at an estimated cost of \$75,000.
5. Prepare and provide to the Client record drawings based on markups from field observations and documents provided by the Contractor and Field Technician. No additional field surveying is proposed for this task.
6. Project Management
- a. Project Startup/ Case history File
 - b. Project Management Plan
 - c. Project Coordination
 - d. Reporting/Invoicing
 - i. Work related to Ineligible items shall be tracked & billed to allow easy identification of IEPA loan eligible services verses ineligible services.
 - ii. Billing format shall be in a manner agreeable to the City of Danville and IEPA.
 - e. Closeout

Exclusions and Limitations:

- A) Performance Services Agreement is based on the contract length, 340 calendar days, identified in the specifications. Any run over time by the contractor or additional time required by the contractor due to change orders is considered out of scope.
- B) No surveying services are included in this performance services agreement.
- C) Record drawings will be based on field technician plan redlines of items varying from plan design, discussions with contractor, and site visits. Final deliverable shall be a PDF file to Client.
- D) 36 Hours are included for change orders in this performance services agreement. Any additional hours spent on change orders throughout the project will be considered out of scope.

- E) Site visits beyond a field technician for the construction duration includes 300 hours for site visits by professional engineers. Any additional hours for site visits will be considered out of scope.
- F) Construction Observation: General
 - a. HANSON will not be responsible for means, methods, or management of construction and has no responsibility for job site safety.
 - b. HANSON personnel will not undergo any confined space entry.
 - c. HANSON will not be responsible for best management practices or stormwater pollution controls throughout construction, except for inspection reports.

Completion Date of Services:

HANSON shall complete all services listed above at the specified time of 60 days after construction is complete. The construction completion date shall be considered 340 calendar days after the Notice to Proceed is issued to the Contractor.

Any time extensions beyond those listed above must be approved by the City and the IEPA.

The following dates are to be established once the Notice to Proceed is executed:

Notice to Proceed – Date Issued: _____

Contract Construction Completion Date (340 calendar days): _____

HANSON date to complete services based on Contract: _____
(60 calendar days beyond construction completion date)

Attachment B – Charges for Services

LEGL0200- 14L0114B

Effective Date: 9/15/2020

Basis of Charges:

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of Hanson's direct labor costs times a factor of 3.0, plus direct expenses including mileage, per diem, and equipment rental. Billings will be issued at least monthly and will be based upon total services completed and expenses incurred at the time of the billing.

Cost of Services:

The estimated cost to accomplish the Scope of Services for this project is \$735,000. The cost is based on time and materials for the full contract length of 340 calendar days to complete the project along with specified project close out services. Adding a ten percent contingency (10%) for the project, Hanson agrees not to exceed \$810,000 without prior notification to the Client.

General Conditions

Hanson Agreement: C14L0114B

Agreement Date: September 1, 2020

Project Name: Northwest Sanitary Sewer Service Area Reconstruction – Phase 3 – Construction Services

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold

harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. Hanson is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

6. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

7. Delays: The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

8. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

9. Contingency Fund: The Client and Hanson acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against Hanson or sub-contractors and subconsultants with respect to any

payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

10. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against Hanson and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

11. Personal Liability: It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.

12. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to

monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

13. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.

14. Dispute Resolution: In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

15. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

16. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

17. Utilities: CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. ~~CLIENT further agrees to compensate HANSON for~~

~~any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.~~

18. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

19. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

20. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. ~~CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.~~

21. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the standard of care as set forth in these General Conditions

22. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

23. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

24. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

25. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

26. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings

and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

27. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

28. Governing Law: This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

29. Audit and Access to Records: (a) Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Illinois Environmental Protection Agency (IEPA) or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection by HANSON. (b) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America. (c) All information and reports resulting from access to records pursuant to the above shall be disclosed to the IEPA. The auditing agency shall afford HANSON an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. (d) The final audit report shall include the written comments, if any, of the audited parties. (e) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained

and made available for three years after the resolution of the appeal, litigation, claim or exception.

30. Covenant against Contingent Fees: HANSON warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

31. HANSON certifies to the best of its knowledge and belief that it and its principals: (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 proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence 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, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. HANSON understands that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

32. USEPA Nondiscrimination Clause: HANSON shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. HANSON shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by HANSON to carry out these requirements is a material breach

of this contract which may result in the termination of this contract or other legally available remedies.

33. USEPA Fair Percentage Clause: HANSON agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the WPC Loan Program Rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, HANSON acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.



📍 307 W Wood Street, Paris, IL 61944
☎ 217-463-1422
✉ knightsurveying@nwcable.net

Professional Land Surveying and Engineering Services

August 20, 2020

Hanson Professional Services Inc.
Lee Bloome
1525 South Sixth Street
Springfield, IL 62703

Re: Northwest Sanitary Sewer Service Area Reconstruction in Danville, IL

Dear Mr. Bloome,

Thank you for considering Knight and Associates Surveying LLC to provide construction inspection services for the Northwest Sanitary Sewer Service Area Reconstruction project in Danville, IL. Below is a description of our scope and maximum fee not to exceed to perform the work based on recent discussions.

Full time construction observation of work described in the bidding contract documents including:

1. Provide the first line of contact with the contractor, property owners, and residents along the affected project area for construction related coordination issues and concerns.
2. Verify proper construction materials and practices are used to meet or exceed the requirements of the contract documents.
3. Monitor contractor performance and construction progress relative to meeting the contract completion date. This will be accomplished by on-site observation and a diary of daily activities, equipment, personnel, and weather conditions that effect construction performance.
4. Recording contract quantities on daily reports.
5. Daily observations of traffic control regarding items that need adjusted and/or replacement.
6. Observation of erosion control measures weekly and within 24 hours after the end of each 0.5 inches or greater rain event.
7. Issue written clarifications or interpretations of the requirements of the contract documents.

8. Authorize minor variations of the work from requirements of the contract documents, which do not involve an adjustment in the contract price or contract time and are consistent with the overall content of the contract documents.
9. Attend meetings with contractor, such as preconstruction conference, progress meetings, and other project related meetings.
10. Provide a progress update every other week to the client.
11. Ensure that the construction of the bridge joint, bridge bearings, and the pedestrian bridge follow Illinois DOT standards.
12. Items not included are:
 - a. Material testing
 - b. Reviewing shop drawings

PROJECT FEES

Compensation shall be based on the actual labor and expenses incurred in performing the services at the Engineer's Standard Hourly Rate and Reimbursable Expense Schedule in effect at the time the services are performed.

Knight and Associates Surveying LLC proposes to complete the items defined in this scope of services at a cost not-to-exceed \$386,230.

Please give me a call at 217-463-1422 if you have any questions or concerns regarding this proposal. Thank you and we look forward to working with you on this project.

Sincerely,



Rob Macklin

Appendix 1

ENGINEER'S STANDARD HOURLY RATES

	
CLASSIFICATION	HOURLY BILLING RATE
Principal Engineer	\$120.00
Project Engineer 3	\$88.00
Project Engineer 2	\$86.00
Land Surveyor 4	\$76.00
Land Surveyor 3	\$64.00
Senior Construction Inspector	\$64.00
CADD 2	\$48.00
Designer 4	\$71.00
Surveyor 4	\$55.00
Surveyor 3	\$55.00
Surveyor 2	\$45.00
Surveyor 1	\$36.00

REIMBURSABLE EXPENSES

ITEM	UNIT	RATE
11"x17" Black and white prints	Each	\$1.50
24"x36" Black and white prints	Each	\$4.00
Vehicle Mileage (Federal rate)	Mile	\$0.575
Monument Record and Plat Filing Fee	----	Actual Cost
Courthouse Fees	----	Actual Cost

Totals →
 Click here for Help inserting rows

Task #	Task Description	Labor \$	Expenses \$	Total \$	100% of Total	Other Direct Costs	Travel	Other	Ave Hourly Rate	Total Hours	Labor Category								
											6	101	700	584	140	101	Principal	EASVII	EASIV
Facilitate & Manage IEPA Coordination		\$ 33,016	\$ -	\$ 33,016	4%	\$ -	\$ -	\$ -	\$ 152.85	216	-	-	72	144	-	-	-	-	-
1	1. IEPA Disbursement Request = review, process, and recommend. (include first, final, and reimbursement submittals)			27,513					\$ 152.85	180			60	120					
2	2. IEPA Change Orders (5 CO's)			5,503					\$ 152.85	36			12	24					
3				-						-			-	-					
4				-						-			-	-					
5				-						-			-	-					
Construction Assistance		\$ 80,935	\$ 60	\$ 80,995	11%	\$ -	\$ 60	\$ -	\$ 181.47	446			304	142					
6	1. Pre-con meeting (prepare, attend, provide minutes)			2,396					\$ 146.00	16			4	12					
7	2. Shop Dwg Review			61,123					\$ 185.22	330			240	90					
8	3. Questions during Construction			14,154					\$ 168.50	84			44	40					
9	4. Opinions on acceptability of work			3,322					\$ 207.63	16			16						
10				-						-			-	-					
Construction Observation		\$ 98,804	\$ 463,420	\$ 562,224	76%	\$ 2,100	\$ 461,320	\$ 170.94	\$ 170.94	578			7	312	254				
11	Knight Field Services			386,320			\$ 386,320												
12	Coordination with Knight			22,563					\$ 161.16	140			2	60	74				
13	Site Visits			56,172		\$ 2,100			\$ 180.24	300			200	100					
14	Project Update to City			19,347					\$ 156.03	124			4	40	80				
15	Materials Testing			77,822			\$ 75,000	\$ 201.60	\$ 201.60	14			1	12					
16				-						-			-	-					
Record Drawings		\$ 25,635	\$ -	\$ 25,635	3%	\$ -	\$ -	\$ -	\$ 130.79	196			12	44	140				
16	1. Modifying plans			17,623					\$ 125.88	140					140				
17	2. Reviewing plan modifications			8,012					\$ 143.07	56			12	44					
18	No surveying included. Based on Contractor and Field Technician notes and Site Visits			-						-			-	-					
19				-						-			-	-					
Project Management		\$ 33,244	\$ -	\$ 33,244	5%	\$ -	\$ -	\$ -	\$ 169.61	196			6	94					
21	Project Startup/Initial Case History/Files			1,139					\$ 113.89	10			2	8					
22	Project Management Plan			2,940					\$ 133.63	22			2	4	16				
23	Project Coordination			17,624					\$ 200.28	88			4	56	28				
24	Reporting/Invoicing			9,264					\$ 165.42	56			28	28					
25	Closeout			2,278					\$ 113.89	20			4	16					
				-						-			-	-					

RESOLUTION NO.: 2020-XXX

BE IT RESOLVED BY THE CITY COUNCIL of the City of Danville, Illinois, that the attached Memorandum of Understanding between the City of Danville and ONI Risk Partners is hereby approved, and the Mayor or his designee are hereby authorized and directed to execute and deliver the same on behalf of the City.

PASSED this 15th day of September, 2020, by ___ Ayes, ___ Nays and ___ Absent.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on August 27, 2020, by and between ONI Risk Partners, of 925 Wabash Suite 200, Terre Haute, Indiana 47807 (hereinafter referred to as "ONI") and City of Danville, of 17 W. Main St., Danville, Illinois 61832 (hereinafter referred to as "City of Danville") for the purpose of achieving the various aims and objectives relating to the Employee Navigator On-line Ben-Admin System (the "Project").

WHEREAS ONI and City of Danville desire to enter into an agreement in which ONI and City of Danville will work together to complete the Project;

AND WHEREAS ONI and City of Danville are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Employee Navigator On-line Ben-Admin System between ONI and City of Danville.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

a. Services to be rendered by ONI include:

ONI will assist in facilitating the Implementation of Employee Navigator for the City of Danville.

ONI will attend conference calls and meetings as necessary.

ONI will cover the cost of Employee Navigator Ben-Admin System for the City of Danville.

b. Services to be rendered by City of Danville include:

The City of Danville will provide census information along with requested forms and documents to complete the implementation.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

- a. ONI agrees to provide the following financial, material and labor resources in respect of the Project:

ONI will cover the cost for Employee Navigator.
ONI will provide Open Enrollment documents to upload to the Employee Navigator portal.

- b. City of Danville hereby agrees to provide the following financial, material and labor resources in respect of the Project:

The City of Danville will provide documents as requested to complete the implementation.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from August 27, 2020 until August 31, 2021. The term can be extended only by agreement of all of the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Illinois.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Employee Navigator On-line Ben-Admin System:

Signatories

This Agreement shall be signed on behalf of ONI Risk Partners by Dan Grelecki, Leader - Employee Benefits, and on behalf of City of Danville by _____. This Agreement shall be effective as of the date first written above.

ONI Risk Partners
By Dan Grelecki, its Leader - Employee Benefits

City of Danville
By _____, its _____

RESOLUTION NO. _____

A RESOLUTION AMENDING FY 2020-21 BUDGET FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUND (106)

WHEREAS, the City of Danville approved Resolution No. 2020-19 accepting the Program Year 2020 CDBG Annual Action Plan; and

WHEREAS, The Department of Housing and Urban Development has required the City of Danville Community Development Department to adopt budgets with line items following the naming structure that correlate with Community Development Block Grant projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville that:

1. The City Comptroller is authorized to amend the FY20-21 budget by decreasing the budget line 106-106-20-54184 Public Services to \$0.
2. The City Comptroller is authorized to amend the FY20-21 budget by creating and increasing the budget line 106-106-20-54185 Public Facilities to \$130,000 per the 2020 Annual Action Plan.
3. The City Comptroller is authorized to amend the FY 20-21 budget by amending the line items below to reflect the appropriate action plan amounts:

106-106-19-54090	\$0	CDBG Community Projects
106-106-20-51001	\$110,000	Salaries
106-106-20-51007	\$1,000	Worker's Comp
106-106-20-51008	\$20,000	Group Insurance
106-106-20-51010	\$11,000	IMRF
106-106-20-51016	\$8,000	FICA
106-106-20-53006	\$1,000	Computer Supplies
106-106-20-53024	\$2,000	Gasoline

PASSED this 15th day of September 2020 by ____ Ayes, ____ Nays, and ____ Absent

APPROVED:

BY: _____
MAYOR

ATTEST: _____
City Clerk

RESOLUTION NO. _____

A RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL ACTION PLAN & CONSOLIDATED PLAN FOR PROGRAM YEARS 2020-2025

WHEREAS, the City of Danville received Community Development Block Grant (CDBG) funds for the 2020 Program Year; and

WHEREAS, the 2020-25 Consolidated Plan/Annual Action Plan was approved by City Council on April 7th, 2020, wherein is described the specific activities to be undertaken with the funding; and

WHEREAS, original 2020 Action Plan/Consolidated plan proposed to use \$130,000 for Public Services projects; and

WHEREAS, a need has been identified to create the project item Public Facilities; and

WHEREAS, there has been an electronic form for submission of public comments posted for 30 days per the City's CDBG Citizen Participation Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, as follows:

1. The 2020 CDBG Annual Action Plan and 2020-2025 Consolidated Plan be amended to defund the project titled Public Services by \$130,000.
2. The 2020 CDBG Annual Action Plan and 2020-2025 Consolidated Plan be amended to create the new project titled Public Facilities and allocate \$130,000 to the activities.
3. The Mayor and City Clerk or their designees are authorized to execute any and all necessary documents to carry out the Annual Action Plan/Consolidated Plan amendments..
4. The Mayor is hereby directed to transmit a copy of this Resolution and the Amended Annual Action Plan to the appropriate HUD offices.

PASSED this 15th day of September 2020 by ____ Ayes, ____ Nays, and ____ Absent

APPROVED:

BY: _____
MAYOR

ATTEST: _____
City Clerk

PASSED:



CITY OF DANVILLE

ANNUAL ACTION PLAN 2020-2021 Amendment #1

Department of Public Works
1155 E. Voorhees St.
Danville, IL 61832

CDBG Program Allocations

Activity	Current: 2020-2021
Accessibility Modifications	\$30,000
Neighborhood Impact Program	\$250,000
Homelessness	\$15,000
Blight Removal	\$250,000
Public Improvements & Infrastructure	\$158,192
Public Services	\$130,000
<hr/>	
<hr/>	
Activity Totals	\$833,192
Administrative Reimbursement	\$175,000
Total	<hr/> \$1,008,192

Activity	Proposed:2020-2021
Accessibility Modifications	\$30,000
Neighborhood Impact Program	\$250,000
Homelessness	\$15,000
Blight Removal	\$250,000
Public Improvements & Infrastructure	\$158,192
Public Services	\$0
Public Facilities and Improvements	\$130,000
	<hr/> (-\$130,000)
	\$130,000
<hr/>	
<hr/>	
Activity Totals	\$833,192
Administrative Reimbursement	\$175,000
Total	<hr/> \$1,008,192

Public Notice- Amending 2020-21 CDBG Action Plan & 2020-25 Consolidated Plan

The City of Danville is requesting an electronic submittal of comments to receive citizen input concerning the City's formulation of a Substantial Amendment to its 2020 Annual Action Plan and 2020-2025 5-year Consolidated Plan, for Community Development Activities. The Amendment proposes to reallocate funds from Public Service activities to Public Facilities and Improvements. The funds being transferred from the project line, Public Services, is in the amount of \$130,000 and would be put into a newly created project line, Public Facilities and Improvements, which would allow for the acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in 570.207 (a), carried out by the recipient or other public or private nonprofit entities. Both plans are on housing and community development activities and describes the City's design for utilization of federal funds administered by the Department of Housing and Urban Development identified under the Community Development Block Grant (CDBG) Program. Community Development Staff will be available to answer questions concerning past programs and current plans. Suggestions and concerns will be recorded and considered in the formulation of this Plan Amendment. The Plan addresses activities directed at housing for low and moderate income families, homelessness, housing for special needs populations, and infrastructure supporting neighborhoods.

*Due to recent COVID-19 restrictions, public hearings for more information and comments have been limited for only electronic submission. Questions or comments can be submitted in the following ways:

- Call – 217-431-2286
- Email – lcronk@cityofdanville.org
- Website – Cityofdanville.org

Rickey Williams Jr, Mayor
City of Danville

2020 JAG GRANT ABSTRACT NARRATIVE FOR CITY COUNCIL APPROVAL ON 08/18/20

 [Abstract Narrative for 2020 JAG Grant](#)
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CDBG PUBLIC COMMENT NOTICE

The City of Danville is requesting an electronic submittal of comments to receive citizen input concerning the City's formulation of a Substantial Amendment to its 2020 Annual Action Plan and 2020-2025 5-year Consolidated Plan, for Community Development Activities

 [amendment_1_public_notice.docx](#)
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SUBMIT COMMENTS HERE

CDBG GRANT APPLICATIONS NOW AVAILABLE

Information on grants for rent, mortgage, and vehicle assistance is available here:

 [lml_rent_mortgage_and_vehicle_payment_assistance_grant_-_procedures_eligibility.docx](#)
Download File

Information on grants for small business assistance is available here:

 [small_business_assistance_grant_-_procedures_eligibility.docx](#)
Download File

WASTE TOTES WARRANTIES EXPIRING

The City of Danville Solid Waste Division would like to inform all residents the original supplied solid waste toter containers have expired their warranty. Any container with a serial number beginning with "07" is NO LONGER

RESOLUTION NO. 2020-XX

A RESOLUTION AUTHORIZING APPLICATION TO THE ILLINOIS HOUSING DEVELOPMENT AUTHORITY FOR FUNDS FOR SECURING, MAINTAINING AND DEMOLISHING ABANDONED AND PROPERTIES

WHEREAS, the City of Danville has been making a concerted effort to address problem properties and to demolish dilapidated buildings within the community; and

WHEREAS, the Illinois Housing Development Authority is currently administering a program that can provide financial resources to assist communities with neighborhood improvement, greening and redevelopment; and

WHEREAS, the City desires to prepare and submit an application for funding through this program to assist with the securing, maintaining and demolishing of abandoned properties City wide; and

WHEREAS, this resolution serves to support this effort and as assurance from the City of Danville to document its commitment to completing the project as indicated in the grant application; and

WHEREAS, the grant assistance requested and supported is authorized of a maximum of \$250,000 with no local match required.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Danville, Illinois, as follows:

1. That the Mayor, City Clerk and their designees are hereby authorized to submit an application on behalf of the City of Danville under the IHDA Stronger Communities Program requesting up to \$250,000.00 in funds to the assist with the acquisition, demolition and greening of abandoned residential properties, in the City of Danville, under the terms and conditions of the application and Grant Program.
2. The City hereby agrees to manage, administer and implement the grant and related project.
3. The Mayor, City Clerk and their designees are hereby authorized to execute all funding application documents necessary and to provide additional information as might be required to accomplish the obtaining of such funding on behalf of the City of Danville.

This Resolution is effective upon its passage, approval and publication in pamphlet form as required by law.

PASSED this 15th day of September, 2020 with ___ Ayes. ___ Nays and _ Absent.

APPROVED:

BY: _____
MAYOR

ATTEST: _____
City Clerk

RESOLUTION NO.:

A RESOLUTION APPROVING CONTRACT FOR FIRE SERVICES TO
VA ILLIANA HEALTHCARE FACILITIES

WHEREAS, VA Illiana Healthcare Systems has contracted with the City of Danville for Fire Protection Services to their facilities; and,

WHEREAS, VA Illiana Healthcare Systems is soliciting the City of Danville for a new contract for the provision of Fire Protection Services; and,

WHEREAS, the new contract would include a 5% increase in annual fee paid by VA Illiana Healthcare Systems for the provision of such service; and,

WHEREAS, the City of Danville desires to enter into such contract for the provision of services requested by VA Illiana Healthcare Systems.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANVILLE, ILLINOIS, that the Mayor or his designee and City Clerk be authorized to sign and attest, respectively, the contract with VA Illiana Healthcare Systems for the provision of Fire Protection Services as described above.

PASSED this ____ day of _____, 20____, by _____ Ayes, _____ Nays, _____ Absent.

APPROVED:

By: _____
Mayor

ATTEST:

By: _____
City Clerk

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SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA (continuation from Standard Form 1449)

1. **CONTRACT ADMINISTRATION:** All contract administration matters will be handled by the following individuals:

a. **CONTRACTOR:** City of Danville (Contractor's Name)
17 W. Main (Address)
Danville, IL 61832 (City-State-Zip)
Ashlyn Massey (Point of Contact/Title)
 PHONE NUMBER 217-431-2302
 FAX NUMBER 217-431-2202
 E-MAIL ADDRESS amassey@cityofdanville.org
 DUNS NUMBER NO. _____

CONTRACTOR'S PAST PERFORMANCE POINT OF CONTACT (IF DIFFERENT THAN ABOVE):

NAME: Shelley Scott
EMAIL ADDRESS: s.scott@cityofdanville.org

b. **GOVERNMENT:** KEVIN ADKINS CONTRACTING OFFICER
DEPARTMENT OF VETERANS AFFAIRS
GREAT LAKES ACQUISITION CENTER
115 S. 84TH ST., STE 100
MILWAUKEE WI 53214

2. **CONTRACTOR REMITTANCE ADDRESS:** All payments by the Government to the contractor will be made in accordance with:

a. FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

3. **INVOICES:** Invoices shall be submitted monthly in arrears in accordance with:

a. 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

4. **GOVERNMENT INVOICE ADDRESS** (See SF1449 Block 18):

a. All invoices from the contractor shall be submitted electronically in accordance with 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2018)

b. Facsimile, e-mail, and scanned documents are not acceptable forms of submission for payment requests.

c. VA's Electronic Invoice Presentment and Payment System – The Veterans Affairs Financial Services Center (VAFSC) uses a third-party contractor, Tungsten Network e-Invoice, to transition vendors from paper to electronic invoice submission. Please go to this website: <http://www.tungsten->

network.com/customer-campaigns/veterans-affairs-us/ to begin submitting electronic invoices, free of charge.

- d. **For assistance setting up e-Invoice, the below information is provided:**
- i. * Tungsten Network e-Invoice Setup Information: 1-877-489-6135
 - * Tungsten Network e-Invoice email: VA.Registration@Tungsten-Network.com
 - * FSC e-Invoice Contact Information: 1-877-353-9791
 - * FSC e-invoice email: vafscshd@va.gov

5. **INVOICES cont:**

- a. Payments shall be made in arrears upon receipt of a properly prepared invoice

- b. In order to comply with the Improper Payment Elimination and Recovery Act of 2010 (IPERA), the VA has mandated electronic invoice submission to the Veterans Affairs Financial Services Center (VAFSC). VAFSC has partnered with Tungsten Network e-Invoicing network, for submissions of all electronic invoices to VA. Tungsten Network electronic invoicing is free to all VA vendors. In order to submit electronic invoices, all VA vendors must register with Tungsten Network by submitting an email to VA.Registration@Tungsten-Network.com or calling 1-877-752-0900 option 2 for Enrollment.

- c. Contractor shall submit an electronic invoice by the tenth (10th) of the following month services were performed to the Veterans Affairs Financial Services Center (VAFSC) e-Invoice through the website at https://portal.Tungsten-Network.com/Login.aspx. For questions regarding the submission of VA electronic invoices, Tungsten Network customer service may be contacted at 1-877-489-6135.

- d. All invoices shall reference the vendor name and address, customer name, contract number, appropriate obligation/funding order number, description of services provided, quantity, unit price, and total invoice amount (any additional info). Invoices shall also include any payment discount terms.

- e. For questions regarding invoice receipt or payment, please call VAFSC directly at 1-877-353-9791 or email vafscshd@va.gov

- f. As of July 1, 2020, the VA10091 form has been eliminated and the VAFSC is requiring our vendors to update and add their information in the Customer Engagement Portal (CEP) at https://www.cep.fsc.va.gov/. This is for new vendors being added to FMS only.

OFFERORS MUST COMPLETE AND RETURN ALL INFORMATION DESIGNATED HEREIN PRIOR TO THE TIME SPECIFIED IN BLOCK 8 OF SF 1449 IN ORDER TO BE CONSIDERED FOR AWARD.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO

DATE

ACQUISITION OF COMMERCIAL ITEMS:

This Request for Quote (RFQ) solicitation is issued under the authority of FAR Part 13.5 Simplified Procedures for Certain Commercial Items in which simplified acquisition procedures in FAR Part 13 will be used. FAR Part 14 and 15 will not be used. From this RFQ, the Government intends to award a firm fixed price contract where the contractor provides a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

SECURITY & PRIVACY CONTROL:

The Authorization & Accreditation (A&A) requirements of VHA Handbook 6500.6 do not apply to this requirement, therefore, a Security Accreditation Package is not required. No A&A or MOU/ISA is required. Sensitive information exposure as part of this contract involves applicable security controls within the facility as part of the VA Information Security

If there are any questions related to privacy, please have a member of your staff contact the VA Privacy Service at (202) 461-6309. If there are any questions related to the information security, please have a member of your staff contact the Office of Cyber Security at (304) 262-7733.

SPECIAL NOTES:

In order to maintain integrity of this solicitation and subsequent award date, all offerors are advised that any question and answer requests must be submitted in a written form via e-mail to the Contracting Officer kevin.adkins@va.gov no later than FRIDAY AUGUST 21, AT NOON CENTRAL. Contracting will issue a consolidated response via solicitation amendment within 2 business days to all parties.

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitment or issue changes that will affect price, quantity or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred thereof.

B.2 STATEMENT OF WORK

1. Provide fire response, fire suppression, and emergency services to include confined space entry rescue, decontamination capabilities and hazardous material spill response to Iliana Health Care System and Danville National Cemetery located at 1900 East Main Street, Danville, Illinois. Contractor is required to respond to all fire alarms and emergency calls on a 24 hour, 7 days a week, 365 days per year basis.
2. Contractor shall provide all labor, equipment, materials, supplies, and travel to answer all calls and/or alarms for fire protection or emergency assistance at Iliana Health Care System and Danville National Cemetery. The fire protection to be furnished under this contract shall apply to all buildings and grounds owned by Iliana Health Care System and Danville National Cemetery that are located on the premises of 1900 East Main Street, Danville, Illinois. This protection extends to all equipment and materials located therein.
3. Contractor must have a station located within 3.5 miles and the physical capability to respond with minimum of four trained, full time professional firefighters on duty and type of apparatus to a fire alarm and/or fire emergency call at any location on the grounds of the Iliana Health Care System and Danville National Cemetery within a maximum of eight (8) minutes. The response time will be calculated as being from the moment of receipt of the alarm and/or emergency call until the first responding engine company arrives and comes to a full stop at the site of the fire suppression incident. The firefighters are permitted to arrive on more than one vehicle; however, the first four responding firefighters must be located within the 3.5-mile travel distance
4. The first alarm Fire response shall have at minimum the following equipment and manpower: At least one pumper fire apparatus with a minimum capacity of 1,000 gpm that is equipped with hoses and other accessories complying with National Fire Protection Association 1901 including a minimum of four trained, full time professional firefighters on duty capable of response at all times as required.
5. Contractor shall ensure that adequate staffing levels are maintained. Firefighters shall meet the minimum National Fire Protection Association (NFPA) requirements. Contractor shall have adequate staff and equipment to respond to a second alarm if needed per NFPA 1710.
6. Contractor shall respond and provide confined space rescue when requested. Contractor shall provide rescue equipment and ensure confined space rescue responders meet all OSHA requirements (29CFR1910.146) for confined space rescue.
7. Contractor shall respond to hazardous material spills when requested. The contractor shall abide by all requirements of Federal, State, and local laws regarding emergency responders at hazardous material incidents. The contractor shall have an emergency response plan to handle anticipated hazardous material emergencies as outlined in Title III of Superfund Amendments and Reauthorization Act of

1986 (SARA). Contractor shall provide equipment and materials for hazardous material spill response and ensure hazardous material spill responders are trained in accordance with OSHA (29CFR1910.120).

8. Contractor shall respond and provide decontamination of contaminated victims when requested. Contractor shall provide decontamination equipment and personal protective equipment to meet all OSHA requirements (29CFR1910.132).
9. Contractor-Furnished Property: Contractor shall furnish all materials, equipment, and tools necessary to safely and properly perform the tasks specified. Contractor's equipment shall comply with all safety standards. The Contractor shall provide all vehicles required to fulfill the requirements of this contract. Vehicles shall meet NFPA 1901 Standards and meet applicable local, State and Federal safety requirements.

10. Government Furnished Equipment:

A. Iliana Health Care System will maintain a direct connection from its fire alarm system to a Central Monitoring Station, as required by NFPA standards, that will notify the contractor's facility to automatically summon the contractor whenever any fire alarm device is activated at the facilities.

B. Iliana Health Care System will furnish, install, and maintain fire hydrants for use by the contractor. Iliana Health Care System shall also furnish, inspect, and maintain fire extinguishers and alarm systems located on Iliana Health Care System and Danville National Cemetery property.

11. Contractor Oversight: Contractor shall designate in writing a Contract Manager (Fire Chief or other designee) responsible for the overall management and coordination of the contract, contractor's workforce and act as the central point of contact with the government. The contractor will notify the VA Contracting Officer immediately if or when the City's Contract Manager changes.
12. Quality Control: Contractor shall establish a complete quality control program to ensure that all services are provided as specified in this statement of work.

13. Conflicts:

A. To the extent of any inconsistency between the provisions of this contract, and any schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the contractor's rules and regulations the provisions of this contract shall control.

B. Parties of Interest: This contract shall be binding upon and insure to the benefit of the successors, legal representatives, and assignees of the respective parties hereto.

14. Liability Insurance:

A. Contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when the contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

B. The contractor shall maintain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

C. Automobile liability: The contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all vehicles used in performance of the contract. Policies covering vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality to meet normal and customary claims.

D. HIPPA Privacy Training: Training needs to be completed by all contractor staff that respond to VA Iliana for these services. The training must be documented and available for review upon request.

B.3 PRICE/COST SCHEDULE

ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	FIRE PROTECTION SERVICES PROVIDED BY THE DANVILLE FIRE DEPARTMENT IN ACCORDANCE WITH THE REQUIRMENTS OF THE STATEMENT OF WORK. Contract Period: Base POP Begin: 10-01-2020 POP End: 09-30-2021	12.00	MO	<u>\$10,272.24</u>	<u>\$123,266.93</u>
1001	FIRE PROTECTION SERVICES PROVIDED BY THE DANVILLE FIRE DEPARTMENT IN ACCORDANCE WITH THE REQUIRMENTS OF THE STATEMENT OF WORK. Contract Period: Option 1 POP Begin: 10-01-2021 POP End: 09-30-2022	12.00	MO	<u>\$10,785.86</u>	<u>\$129,430.28</u>
2001	FIRE PROTECTION SERVICES PROVIDED BY THE DANVILLE FIRE DEPARTMENT IN ACCORDANCE WITH THE REQUIRMENTS OF THE STATEMENT OF WORK. Contract Period: Option 2 POP Begin: 10-01-2022 POP End: 09-30-2023	12.00	MO	<u>\$11,325.15</u>	<u>\$135,901.79</u>
3001	FIRE PROTECTION SERVICES PROVIDED BY THE DANVILLE FIRE DEPARTMENT IN ACCORDANCE WITH THE REQUIRMENTS OF THE STATEMENT OF WORK. Contract Period: Option 3 POP Begin: 10-01-2023 POP End: 09-30-2024	12.00	MO	<u>\$11,891.41</u>	<u>\$142,696.88</u>
4001	FIRE PROTECTION SERVICES PROVIDED BY THE DANVILLE FIRE DEPARTMENT IN ACCORDANCE WITH THE REQUIRMENTS OF THE STATEMENT OF WORK. Contract Period: Option 4 POP Begin: 10-01-2024 POP End: 09-30-2025	12.00	MO	<u>\$12,485.98</u>	<u>\$149,831.73</u>
				GRAND TOTAL	<u>\$681,127.61</u>

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record

keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JUN 2020
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.228-5	INSURANCE—WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)

C.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration.

(End of Clause)

C.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of Clause)

C.5 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.6 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference.

852.203–70, Commercial Advertising.

852.209–70, Organizational Conflicts of Interest.

852.211–70, Equipment Operation and Maintenance Manuals.

852.214–71, Restrictions on Alternate Item(s).

852.214–72, Alternate Item(s). [Note: this is a fillable clause.]

852.214–73, Alternate Packaging and Packing.

852.214–74, Marking of Bid Samples.

- 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.
- 852.215–71, Evaluation Factor Commitments.
- 852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- 852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- 852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.
- 852.216–74, Economic Price Adjustment—Medicaid Labor Rates.
- 852.216–75, Economic Price Adjustment—Fuel Surcharge.
- 852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.
- 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
- 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
- 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
- 852.228–70, Bond Premium Adjustment.
- 852.228–71, Indemnification and Insurance.
- 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
- 852.232–72, Electronic Submission of Payment Requests.
- 852.233–70, Protest Content/Alternative Dispute Resolution.
- 852.233–71, Alternate Protest Procedure.
- 852.237–70, Indemnification and Medical Liability Insurance.
- 852.246–71, Rejected Goods.
- 852.246–72, Frozen Processed Foods.
- 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.
- 852.270–1, Representatives of Contracting Officers.
- 852.271–72, Time Spent by Counselee in Counseling Process.
- 852.271–73, Use and Publication of Counseling Results.
- 852.271–74, Inspection.
- 852.271–75, Extension of Contract Period.

852.273–70, Late Offers.

852.273–71, Alternative Negotiation Techniques.

852.273–72, Alternative Evaluation.

852.273–73, Evaluation—Health-Care Resources.

852.273–74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUL 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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(2) 52.203–13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(3) 52.203–15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(8) 52.209–6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (MAR 2020) of 52.219-4.

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219–9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).

- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (JUN 2020) of 52.219-9.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).
- (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17))
- (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) Alternate I (JULY 2014) of 52.222-35.

(32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JULY 2014) of 52.222-36.

(33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(44) 52.223–18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

- (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (ii) Alternate I (JAN 2017) of 52.224-3.
- (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3.
- (iii) Alternate II (MAY 2014) of 52.225-3.
- (iv) Alternate III (MAY 2014) of 52.225-3.
- (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
- (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).
- (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class	Monetary Wage-Fringe Benefits
Fire Protection Engineer GS 09	\$27.03
Firefighter 0081	\$20.47

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203–13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

- (ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
 - (x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
 - (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
 - (xiii)(A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
 - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
 - (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
 - (xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
 - (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
 - (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
 - (B) Alternate I (JAN 2017) of 52.224-3.
 - (xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
 - (xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

WAGE DETERMINATION

"REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-5021
Daniel W. Simms Division of | Revision No.: 11
Director Wage Determinations| Date Of Last Revision: 06/24/2020

Note: Under Executive Order (EO) 13658 an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2015. If this contract is covered by the EO the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination if it is higher) for all hours spent performing on the contract in calendar year 2020. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Illinois

Area: Illinois County of Vermilion

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		14.13
01012 - Accounting Clerk II		15.86

01013 - Accounting Clerk III	17.75
01020 - Administrative Assistant	23.18
01035 - Court Reporter	18.07
01041 - Customer Service Representative I	13.92
01042 - Customer Service Representative II	15.65
01043 - Customer Service Representative III	17.07
01051 - Data Entry Operator I	13.18
01052 - Data Entry Operator II	14.38
01060 - Dispatcher Motor Vehicle	21.65
01070 - Document Preparation Clerk	14.38
01090 - Duplicating Machine Operator	14.38
01111 - General Clerk I	12.58
01112 - General Clerk II	13.72
01113 - General Clerk III	15.40
01120 - Housing Referral Assistant	20.14
01141 - Messenger Courier	11.80
01191 - Order Clerk I	14.73
01192 - Order Clerk II	16.74
01261 - Personnel Assistant (Employment) I	16.47
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	20.54
01270 - Production Control Clerk	21.19
01290 - Rental Clerk	12.86
01300 - Scheduler Maintenance	16.15
01311 - Secretary I	16.15
01312 - Secretary II	18.07
01313 - Secretary III	20.14
01320 - Service Order Dispatcher	18.72
01410 - Supply Technician	23.18
01420 - Survey Worker	17.05
01460 - Switchboard Operator/Receptionist	12.02
01531 - Travel Clerk I	13.94
01532 - Travel Clerk II	15.09
01533 - Travel Clerk III	16.33
01611 - Word Processor I	14.38
01612 - Word Processor II	16.15
01613 - Word Processor III	18.07
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer Fiberglass	21.36
05010 - Automotive Electrician	18.64
05040 - Automotive Glass Installer	17.41
05070 - Automotive Worker	17.41
05110 - Mobile Equipment Servicer	15.99
05130 - Motor Equipment Metal Mechanic	18.64
05160 - Motor Equipment Metal Worker	17.41
05190 - Motor Vehicle Mechanic	18.64
05220 - Motor Vehicle Mechanic Helper	15.40
05250 - Motor Vehicle Upholstery Worker	17.41
05280 - Motor Vehicle Wrecker	17.41
05310 - Painter Automotive	17.97
05340 - Radiator Repair Specialist	17.41
05370 - Tire Repairer	13.29
05400 - Transmission Repair Specialist	18.64
07000 - Food Preparation And Service Occupations	

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07010 - Baker	16.79
07041 - Cook I	12.33
07042 - Cook II	14.14
07070 - Dishwasher	9.19
07130 - Food Service Worker	10.84
07210 - Meat Cutter	14.75
07260 - Waiter/Waitress	9.88
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.81
09040 - Furniture Handler	16.93
09080 - Furniture Refinisher	22.81
09090 - Furniture Refinisher Helper	19.65
09110 - Furniture Repairer Minor	22.36
09130 - Upholsterer	22.81
11000 - General Services And Support Occupations	
11030 - Cleaner Vehicles	10.35
11060 - Elevator Operator	14.12
11090 - Gardener	20.66
11122 - Housekeeping Aide	14.12
11150 - Janitor	14.12
11210 - Laborer Grounds Maintenance	16.61
11240 - Maid or Houseman	9.99
11260 - Pruner	15.28
11270 - Tractor Operator	19.29
11330 - Trail Maintenance Worker	16.61
11360 - Window Cleaner	15.35
12000 - Health Occupations	
12010 - Ambulance Driver	21.80
12011 - Breath Alcohol Technician	21.80
12012 - Certified Occupational Therapist Assistant	30.45
12015 - Certified Physical Therapist Assistant	30.45
12020 - Dental Assistant	26.35
12025 - Dental Hygienist	38.75
12030 - EKG Technician	33.03
12035 - Electroneurodiagnostic Technologist	33.03
12040 - Emergency Medical Technician	21.80
12071 - Licensed Practical Nurse I	19.83
12072 - Licensed Practical Nurse II	22.19
12073 - Licensed Practical Nurse III	24.73
12100 - Medical Assistant	15.96
12130 - Medical Laboratory Technician	23.74
12160 - Medical Record Clerk	20.94
12190 - Medical Record Technician	24.96
12195 - Medical Transcriptionist	19.83
12210 - Nuclear Medicine Technologist	48.75
12221 - Nursing Assistant I	12.21
12222 - Nursing Assistant II	13.72
12223 - Nursing Assistant III	14.98
12224 - Nursing Assistant IV	16.81
12235 - Optical Dispenser	21.80
12236 - Optical Technician	19.83
12250 - Pharmacy Technician	16.23
12280 - Phlebotomist	19.83
12305 - Radiologic Technologist	31.11

12311 - Registered Nurse I	22.26
12312 - Registered Nurse II	27.23
12313 - Registered Nurse II Specialist	27.23
12314 - Registered Nurse III	32.95
12315 - Registered Nurse III Anesthetist	32.95
12316 - Registered Nurse IV	39.49
12317 - Scheduler (Drug and Alcohol Testing)	27.49
12320 - Substance Abuse Treatment Counselor	27.49
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.23
13012 - Exhibits Specialist II	20.22
13013 - Exhibits Specialist III	24.66
13041 - Illustrator I	16.23
13042 - Illustrator II	20.22
13043 - Illustrator III	24.66
13047 - Librarian	22.22
13050 - Library Aide/Clerk	12.84
13054 - Library Information Technology Systems Administrator	20.22
13058 - Library Technician	14.42
13061 - Media Specialist I	14.98
13062 - Media Specialist II	16.76
13063 - Media Specialist III	18.69
13071 - Photographer I	14.95
13072 - Photographer II	16.73
13073 - Photographer III	20.72
13074 - Photographer IV	25.35
13075 - Photographer V	30.67
13090 - Technical Order Library Clerk	16.73
13110 - Video Teleconference Technician	13.48
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.45
14042 - Computer Operator II	18.41
14043 - Computer Operator III	20.52
14044 - Computer Operator IV	22.80
14045 - Computer Operator V	25.25
14071 - Computer Programmer I	(see 1) 19.91
14072 - Computer Programmer II	(see 1) 24.67
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	16.45
14160 - Personal Computer Support Technician	22.80
14170 - System Support Specialist	26.14
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	28.97
15020 - Aircrew Training Devices Instructor (Rated)	35.05
15030 - Air Crew Training Devices Instructor (Pilot)	42.01
15050 - Computer Based Training Specialist / Instructor	28.97
15060 - Educational Technologist	28.20
15070 - Flight Instructor (Pilot)	42.01
15080 - Graphic Artist	30.42

15085 - Maintenance Test Pilot Fixed Jet/Prop	42.01
15086 - Maintenance Test Pilot Rotary Wing	42.01
15088 - Non-Maintenance Test/Co-Pilot	42.01
15090 - Technical Instructor	23.51
15095 - Technical Instructor/Course Developer	30.42
15110 - Test Proctor	18.95
15120 - Tutor	18.95
16000 - Laundry Dry-Cleaning Pressing And Related Occupations	
16010 - Assembler	14.49
16030 - Counter Attendant	14.49
16040 - Dry Cleaner	16.73
16070 - Finisher Flatwork Machine	14.49
16090 - Presser Hand	14.49
16110 - Presser Machine Dry-cleaning	14.49
16130 - Presser Machine Shirts	14.49
16160 - Presser Machine Wearing Apparel Laundry	14.49
16190 - Sewing Machine Operator	17.43
16220 - Tailor	18.13
16250 - Washer Machine	15.33
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	26.55
19040 - Tool And Die Maker	32.29
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.11
21030 - Material Coordinator	21.19
21040 - Material Expediter	21.19
21050 - Material Handling Laborer	17.05
21071 - Order Filler	15.54
21080 - Production Line Worker (Food Processing)	17.11
21110 - Shipping Packer	18.56
21130 - Shipping/Receiving Clerk	18.56
21140 - Store Worker I	13.97
21150 - Stock Clerk	18.02
21210 - Tools And Parts Attendant	17.11
21410 - Warehouse Specialist	17.11
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.44
23019 - Aircraft Logs and Records Technician	23.52
23021 - Aircraft Mechanic I	27.99
23022 - Aircraft Mechanic II	29.44
23023 - Aircraft Mechanic III	30.86
23040 - Aircraft Mechanic Helper	20.46
23050 - Aircraft Painter	26.55
23060 - Aircraft Servicer	23.52
23070 - Aircraft Survival Flight Equipment Technician	26.55
23080 - Aircraft Worker	25.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	27.99
23110 - Appliance Mechanic	26.55
23120 - Bicycle Repairer	19.58
23125 - Cable Splicer	27.99
23130 - Carpenter Maintenance	25.91

23140 - Carpet Layer	25.12
23160 - Electrician Maintenance	28.77
23181 - Electronics Technician Maintenance I	25.12
23182 - Electronics Technician Maintenance II	26.55
23183 - Electronics Technician Maintenance III	27.99
23260 - Fabric Worker	23.52
23290 - Fire Alarm System Mechanic	27.99
23310 - Fire Extinguisher Repairer	21.91
23311 - Fuel Distribution System Mechanic	27.99
23312 - Fuel Distribution System Operator	21.91
23370 - General Maintenance Worker	19.50
23380 - Ground Support Equipment Mechanic	27.99
23381 - Ground Support Equipment Servicer	23.52
23382 - Ground Support Equipment Worker	25.12
23391 - Gunsmith I	21.91
23392 - Gunsmith II	25.12
23393 - Gunsmith III	27.99
23410 - Heating Ventilation And Air-Conditioning Mechanic	27.99
23411 - Heating Ventilation And Air Conditioning Mechanic (Research Facility)	23.79
23430 - Heavy Equipment Mechanic	27.99
23440 - Heavy Equipment Operator	37.05
23460 - Instrument Mechanic	27.99
23465 - Laboratory/Shelter Mechanic	26.55
23470 - Laborer	17.05
23510 - Locksmith	26.55
23530 - Machinery Maintenance Mechanic	23.47
23550 - Machinist Maintenance	21.92
23580 - Maintenance Trades Helper	19.65
23591 - Metrology Technician I	27.99
23592 - Metrology Technician II	29.44
23593 - Metrology Technician III	30.86
23640 - Millwright	27.99
23710 - Office Appliance Repairer	26.55
23760 - Painter Maintenance	26.55
23790 - Pipefitter Maintenance	34.33
23810 - Plumber Maintenance	32.62
23820 - Pneudraulic Systems Mechanic	27.99
23850 - Rigger	27.99
23870 - Scale Mechanic	25.12
23890 - Sheet-Metal Worker Maintenance	29.10
23910 - Small Engine Mechanic	25.12
23931 - Telecommunications Mechanic I	30.36
23932 - Telecommunications Mechanic II	31.43
23950 - Telephone Lineman	27.99
23960 - Welder Combination Maintenance	19.73
23965 - Well Driller	27.99
23970 - Woodcraft Worker	27.99
23980 - Woodworker	21.91
24000 - Personal Needs Occupations	
24550 - Case Manager	14.80
24570 - Child Care Attendant	11.67
24580 - Child Care Center Clerk	14.17

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24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	14.80
24630 - Homemaker	14.80
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.18
25040 - Sewage Plant Operator	22.59
25070 - Stationary Engineer	27.18
25190 - Ventilation Equipment Tender	19.65
25210 - Water Treatment Plant Operator	22.59
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.47
27007 - Baggage Inspector	14.84
27008 - Corrections Officer	27.53
27010 - Court Security Officer	28.83
27030 - Detection Dog Handler	16.61
27040 - Detention Officer	27.53
27070 - Firefighter	28.12
27101 - Guard I	14.84
27102 - Guard II	16.61
27131 - Police Officer I	25.26
27132 - Police Officer II	28.09
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.44
28042 - Carnival Equipment Repairer	12.09
28043 - Carnival Worker	10.24
28210 - Gate Attendant/Gate Tender	13.48
28310 - Lifeguard	12.01
28350 - Park Attendant (Aide)	15.08
28510 - Recreation Aide/Health Facility Attendant	11.00
28515 - Recreation Specialist	18.68
28630 - Sports Official	12.01
28690 - Swimming Pool Operator	23.75
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.12
29020 - Hatch Tender	25.12
29030 - Line Handler	25.12
29041 - Stevedore I	23.52
29042 - Stevedore II	26.55
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist Center (HFO) (see 2)	39.89
30011 - Air Traffic Control Specialist Station (HFO) (see 2)	27.50
30012 - Air Traffic Control Specialist Terminal (HFO) (see 2)	30.29
30021 - Archeological Technician I	16.16
30022 - Archeological Technician II	18.08
30023 - Archeological Technician III	22.20
30030 - Cartographic Technician	22.20
30040 - Civil Engineering Technician	22.39
30051 - Cryogenic Technician I	24.80
30052 - Cryogenic Technician II	27.40
30061 - Drafter/CAD Operator I	16.16
30062 - Drafter/CAD Operator II	18.08
30063 - Drafter/CAD Operator III	19.99
30064 - Drafter/CAD Operator IV	24.60

30081 - Engineering Technician I	15.19
30082 - Engineering Technician II	17.41
30083 - Engineering Technician III	19.48
30084 - Engineering Technician IV	24.12
30085 - Engineering Technician V	29.52
30086 - Engineering Technician VI	32.47
30090 - Environmental Technician	22.20
30095 - Evidence Control Specialist	22.39
30210 - Laboratory Technician	20.15
30221 - Latent Fingerprint Technician I	24.80
30222 - Latent Fingerprint Technician II	27.40
30240 - Mathematical Technician	22.20
30361 - Paralegal/Legal Assistant I	17.29
30362 - Paralegal/Legal Assistant II	21.41
30363 - Paralegal/Legal Assistant III	26.20
30364 - Paralegal/Legal Assistant IV	31.69
30375 - Petroleum Supply Specialist	27.40
30390 - Photo-Optics Technician	22.20
30395 - Radiation Control Technician	27.40
30461 - Technical Writer I	22.39
30462 - Technical Writer II	27.40
30463 - Technical Writer III	33.14
30491 - Unexploded Ordnance (UXO) Technician I	25.35
30492 - Unexploded Ordnance (UXO) Technician II	30.67
30493 - Unexploded Ordnance (UXO) Technician III	36.76
30494 - Unexploded (UXO) Safety Escort	25.35
30495 - Unexploded (UXO) Sweep Personnel	25.35
30501 - Weather Forecaster I	24.80
30502 - Weather Forecaster II	30.17
30620 - Weather Observer Combined Upper Air Or Surface Programs (see 2)	19.99
30621 - Weather Observer Senior (see 2)	22.22
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	30.67
31020 - Bus Aide	17.39
31030 - Bus Driver	23.20
31043 - Driver Courier	15.08
31260 - Parking and Lot Attendant	15.99
31290 - Shuttle Bus Driver	15.08
31310 - Taxi Driver	16.64
31361 - Truckdriver Light	15.08
31362 - Truckdriver Medium	16.04
31363 - Truckdriver Heavy	24.77
31364 - Truckdriver Tractor-Trailer	24.77
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.95
99030 - Cashier	9.76
99050 - Desk Clerk	11.45
99095 - Embalmer	25.35
99130 - Flight Follower	25.35
99251 - Laboratory Animal Caretaker I	19.09
99252 - Laboratory Animal Caretaker II	20.04
99260 - Marketing Analyst	27.89
99310 - Mortician	25.35

99410 - Pest Controller	22.24
99510 - Photofinishing Worker	13.32
99710 - Recycling Laborer	16.67
99711 - Recycling Specialist	19.35
99730 - Refuse Collector	15.33
99810 - Sales Clerk	12.08
99820 - School Crossing Guard	15.33
99830 - Survey Party Chief	19.22
99831 - Surveying Aide	12.58
99832 - Surveying Technician	17.23
99840 - Vending Machine Attendant	19.35
99841 - Vending Machine Repairer	23.75
99842 - Vending Machine Repairer Helper	19.35

Note: Executive Order (EO) 13706 Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1 2017. If this contract is covered by the EO the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness injury or other health-related needs including preventive care; to assist a family member (or person who is like family to the employee) who is ill injured or has other health-related needs including preventive care; or for reasons resulting from or to assist a family member (or person who is like family to the employee) who is the victim of domestic violence sexual assault or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.54 per hour up to 40 hours per week or \$181.60 per week or \$786.93 per month

HEALTH & WELFARE EO 13706: \$4.22 per hour up to 40 hours per week or \$168.80 per week or \$731.47 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706 Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or

successor 3 weeks after 8 years and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor wherever employed and with the predecessor contractors in the performance of similar work at the same Federal facility. (See 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day Martin Luther King Jr.'s Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans' Day Thanksgiving Day and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b) this wage determination does not apply to any employee who individually qualifies as a bona fide executive administrative or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally because job titles vary widely and change quickly in the computer industry job titles are not determinative of the application of the computer professional exemption. Therefore the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures including consulting with users to determine hardware software or system functional specifications;

(2) The design development documentation analysis creation testing or modification of computer systems or programs including prototypes based on and related to user or system design specifications;

(3) The design documentation testing creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance explosives and incendiary materials. This includes work such as screening blending dying mixing and pressing of sensitive ordnance explosives and pyrotechnic compositions such as lead azide black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization modification renovation demolition and maintenance operations on sensitive ordnance explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with or in close proximity to ordnance (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands face or arms of the employee engaged in the operation irritation of the skin minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving unloading storage and hauling of ordnance explosive and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance explosives and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract by the employer by the state or local law etc.) the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition where uniform cleaning and maintenance is made the responsibility of the employee all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However in those instances where the uniforms furnished are made of ""wash and wear""

materials may be routinely washed and dried with other personal garments and do not require any special treatment such as dry-cleaning daily washing or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract by the contractor by law or by the nature of the work there is no requirement that employees be reimbursed for uniform maintenance costs.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"" Fifth Edition (Revision 1) dated September 2015 unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e. the work to be performed is not performed by any classification listed in the wage determination) be classified by the contractor so as to provide a reasonable relationship (i.e. appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification wage rate and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award the contractor prepares a written report listing in order the proposed classification title(s) a Federal grade equivalency (FGE) for each proposed classification(s) job description(s) and rationale for proposed wage rate(s) including information regarding the agreement or disagreement of the authorized representative of the employees involved or where there is no authorized representative the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action together with the agency's recommendations and pertinent information including the position of the contractor and the employees to the U.S. Department of Labor Wage and Hour Division for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt the Wage and Hour Division approves modifies or disapproves the action via transmittal to the agency contracting officer or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember it is not the job title but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split combine or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (JUN 2020)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt

of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by?

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The version of FAR 52.212-1 in the addendum is tailored for Simplified Acquisition Procedures and supersedes the current version of FAR 52.212-1 contained in the FAR.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

Submittal of Quote: Offerors shall submit quote by email to kevin.adkins@va.gov by the solicitation due date. Please limit graphics or excessive large files during quote submission.

As part of their quote, offerors shall submit the following information:

(1) Price:

- a. Complete SCHEDULE OF SUPPLIES/SERVICES AND PRICES/COSTS
- b. Fill in SF 1449 blocks 17a, 30a, 30b, and 30c on Page 1.
- c. Fill in 1(a) on Page 2.

d. Items to be evaluated are:

Technical Capability-

i. Contractor shall have a station located within 3.5 miles and the physical capability to respond with adequate number of firefighting personnel and type of apparatus to a fire alarm and/or fire emergency call at any location on the grounds of the Iliana Health Care System and Danville National Cemetery within a maximum of eight (8) minutes. The response time will be calculated as being from the moment of receipt of the alarm and/or emergency call until the first responding engine company arrives and comes to a full stop at the site of the fire suppression incident.

ii. Contractor shall ensure that Firefighters shall meet the minimum National Fire Protection Association (NFPA) requirements

iii. Contractor and his/her personnel shall provide evidence of compliance with all Federal, State, and local regulations, laws, and licensing requirements.

iv. Offeror shall provide Information on contracts executed within the past three (3) years with Federal, State, or local Government agencies, along with private sector customers which are relevant to the efforts required by this solicitation.

v. Past Performance- Past performance evaluations shall be conducted using information provided with the offer, information obtained from references, information obtained information obtained from the Past Performance Information Retrieval System (PPIRS), the Federal Awardee Performance & Integrity Information System (FAPIS), and information

from any other sources deemed appropriate. The Past Performance evaluation shall assess the relative risks associated with an Offeror's likelihood of success in fulfilling the solicitation's requirements as indicated by that Offeror's record of past performance. When evaluating past performance the government may consider the currency and relevancy of the information, the source of the information, the context of the data provided, and the general trends in the contractor's performance. The government may take into account past performance information regarding predecessor companies and key personnel who have relevant experience that shall perform major or critical aspects of the requirement. Offerors shall provide Information on contracts executed within the past three (3) years with Federal, State, or local Government agencies, along with private sector customers which are relevant to the efforts required by this solicitation. However, in the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably.

- d. Provide the documentation below via email to kevin.adkins@va.gov or mail to:

Kevin Adkins, Contracting Officer

Network Contracting Office 12

1900 East Main Street

Building 102Room 103J

Danville, IL 61832

*VA has a maximum allowable incoming email size limitation including attachments of seven megabytes. Offerors submitting responses via email which exceed seven megabytes shall split their response into multiple email messages so as to not exceed the maximum allowable email size limitation. The VA is not responsible for late responses due to undelivered e-mails that exceed seven megabytes.

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting

the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

E.3 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications—Commercial Items.

(a) *Definitions.* As used in this provision—

Covered telecommunications equipment or services, critical technology, and substantial or essential component have the meanings provided in clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation*. The Offeror represents that it [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(e) *Disclosures*. If the Offeror has represented in paragraph (d) of this provision that it "will" provide covered telecommunications equipment or services, the Offeror shall provide the following information as part of the offer—

(1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of Provision)

E.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) *Definitions*. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of Provision)

E.5 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price contract resulting from this solicitation.

(End of Provision)

E.6 52.233-2 SERVICE OF PROTEST (SEP 2006)

Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Department of Veteran Affairs
Building 102 RM 103J
1900 East Main Street
Danville IL 61832
Mailing Address:

Department of Veterans Affairs

VA Iliana Healthcare System

1900 East Main Street
Danville IL 61832

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(End of Addendum to 52.212-1)

E.7 52.212-2 EVALUATION—COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price

Technical Capability
Past Performance

Technical and past performance, when combined, are .

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. For the purposes of the award of this Contract, the Government intends to evaluate the option to extend services, provided under FAR 52.217-8, as follows: The evaluation will consider the possibility that the option can be exercised at any time, and can be exercised in increments of one to six months, but for no more than a total of six months during the life of the contract. The evaluation will assume that the prices for any option exercised under FAR 52.217-8 will be at the same rates as those in effect under the contract. The evaluation will therefore assume that the addition of the price or prices of any possible extension or extensions under FAR 52.217-8 to the total price for the basic requirement and the total price for the priced options has the same effect on the

total price of all quotes relative to each other, and will not affect the ranking of quotes based on price, unless, after reviewing the quotes, the Government determines that there is a basis for finding otherwise. Evaluation of options shall not obligate the Government to exercise the option(s). (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(c) Sole Source Evaluation Approach. The contractor shall be evaluated on the basis of the technical criteria required by the solicitation. The Quotation may exceed minimum requirements of the solicitation. The Government reserves the right to accept a quotation that provides benefit to the Government that exceeds the minimum requirements of the solicitation, but is not required to do so. The response must meet the minimum requirements of the solicitation.

(End of Provision)

E.8 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL ITEMS (JUN 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education;
or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern

eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]* The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* *[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [] has, [] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no 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 on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____

_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, 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 Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed End Product Listed Countries of Origin

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It [] is, [] is not an inverted domestic corporation; and

(ii) It [] is, [] is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation*. Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of Provision)