

**GRANT AGREEMENT
BETWEEN THE
DEPARTMENT OF NATURAL RESOURCES
AND
COSLEY FOUNDATION, INC.**

The Illinois Department of Natural Resources (DNR) and Cosley Foundation, Inc. (Grantee) agree to perform this Agreement in accordance with the Illinois Youth Recreation Corps Grant Program under the Illinois Youth and Young Adult Employment Act of 1986 (525 ILCS 50/8), the applicable Illinois Youth Recreation Corps Grant Program Administrative Rule (17 Ill. Admin. Code 3075) and with the terms, promises, conditions, plans, specifications and assurances contained in the Grantee's approved Grant Application which, by reference, is specifically made a part of this Agreement.

For and in consideration of the mutual benefits to be derived from carrying out the undertakings hereinafter contained, the sufficiency of which is hereby acknowledged, as well as other good and valuable consideration, the parties hereto agree as follows:

1. **GRANT:** The DNR awards this grant to be used for the employment of Illinois youth ages 14 through 18. Managing supervisors must be age 19 or older and able to operate and instruct in conservation or recreational programs managed and administered by Grantee. Eligible use of grant funds under this Agreement is limited to the payment of wages for eligible youth and managing supervisors hired by the Grantee pursuant to the grant program. Employer taxes are not eligible for reimbursement. Youth currently employed in any manner by the Grantee are not eligible for inclusion in the program. Eligible youth shall be paid an hourly wage of \$9.00 per hour with grant funds and managing supervisors shall be paid \$12.00 per hour. The Grantee will be responsible for any wages it may choose to pay in excess of this amount. Hires shall work hours as required by the conservation or recreational program but no more than eight (8) hours in a single day unless otherwise approved by the DNR. Eligible youth employment under this program is limited to no more than 60 working days and must occur only during the months of June, July and August 2014. Hiring may begin on June 1 or date of grant award announcement if after June 1. Grantees may fill or replace any DNR approved managing supervisor or youth position during the grant program with a new or different managing supervisor or youth employee, but at no time can the total number of positions exceed the number approved in the application and listed below. The grantee is responsible for complying with the terms and conditions of the Child Labor Law (820 ILCS 205) and shall direct all questions to the Illinois Department of Labor.
2. **PUBLIC NOTIFICATION:** The Grantee shall make public notification of the availability of jobs for eligible youth in the program by one or more of the following methods: newspapers, electronic media, educational facilities, units of local government or the Illinois Department of Employment Security Offices. Within two weeks after the start date of the program, the Grantee must provide IDNR with documentation of such public notification efforts.
3. **TERMS:** The term of this agreement shall be from June 1 OR the day of grant award announcement if after June 1, to September 15, 2014. The last date of eligible employment for all employees is August 31, 2014. All payments made from this grant are to be payments for work related to this project which was initiated and completed during the grant period. The Agreement is subject to the terms and conditions pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*) and the State Records Act (5 ILCS 160/1 *et seq.*).
4. **GRANT AMOUNT:** The amount of this grant is \$5,472.00. Positions allowed: 2

5. **DISBURSEMENTS:** Upon execution and delivery of this agreement by and to the parties hereto, the DNR will cause a state warrant in the amount of \$5,472.00 to be drawn in the name of the Grantee.
6. **RESPONSIBILITIES OF THE LOCAL SPONSOR:**
 - A. **FISCAL REPORTING REQUIREMENTS:** The Grantee will keep proper, complete and accurate accounting records of all money expended pursuant to this grant program. By October 31, 2014, the Grantee is to file with the DNR a form provided by the DNR relating to the disposition of these grant funds. The financial form shall include an employment ledger documenting all youth hired pursuant to this grant program, with all pertinent data relating to the amount of funds expended during the course of the grant period and the respective purposes for those expenditures. The financial forms, as provided by the DNR will also identify any remaining balances of funds not expended that will be returned to the DNR as specified in Section 8 of the agreement.
 - B. **OUTCOME REPORTING REQUIREMENTS:** By October 31, 2014, the Grantee is to file with the DNR a form provided by the DNR, detailing the number of youth employees hired, the names of the employees hired, the age range of the employees, the number of total hours worked by the youth employees, the projects accomplished by the youth employees, and the benefits of the Illinois Youth Recreation Corps Grant Program to the Local Sponsor community.
 - C. **PRE-AWARD CONSULTATION:** At the request of IDNR, the Grantee agrees to schedule a consultation with IDNR staff before the program commences to ensure that the Grantee understands all of the terms and conditions of the grant program, including the requirements regarding disclosure of conflicts of interest.
 - D. **SITE INSPECTIONS:** The Grantee agrees to allow IDNR staff to visit, at reasonable times, the locations where youth are participating in the program, in order to ensure that Grantee is complying with all of the terms and conditions of the program.
7. **NOTICE:** Transmittal of required report, fund returns or any other associated correspondence related to the grant program shall be directed to Illinois Department of Natural Resources, Division of Grant Administration, One Natural Resources Way, Springfield, Illinois 62702-1271.
8. **APPROPRIATION:** Obligations of the DNR will cease immediately without penalty of further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this contract.
9. **RETURN OF UNUSED FUNDS:** All funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant, shall be returned to the State within 45 days. Pursuant to this grant program, unused funds shall be returned to the DNR on or before October 31, 2014.
10. **QUARTERLY REPORTING:** The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and the expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00. For purposes of this Section, a quarter is defined as three months.
11. **STANDARD CERTIFICATIONS:** Grantee agrees to complete the Certifications form attached hereto as Attachment A.
12. **TERMINATION:** This contract may be terminated immediately for violation of terms or at the will of either party upon 30 days written notice. In the event of termination, the Grantee shall cease all work under this grant, cancel all outstanding cancelable obligations and return all unexpended grant funds as of the date of termination.

13. **LAWS OF ILLINOIS:** The Grantee shall be governed in all respects by the laws of the State of Illinois and applicable Federal laws.
14. **UNLAWFUL DISCRIMINATION:**
- A. The Grantee agrees not to commit unlawful discrimination in employment in Illinois as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.).
 - B. The Grantee agrees to comply with the Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), which prohibits discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment for the performance of work for the benefit of the State or for any other political subdivision or agency, officer or agent thereof. The provisions of this Act are made part of the contract by reference as though set forth in full within.
15. **CONFLICT OF INTEREST:**
- The Grantee must complete and sign the Conflict of Interest Form (Attachment B).
16. **AUDITS:** Records of the Grantee pertaining to this grant shall be maintained for a period of three years following completion of the project. All records are subject to inspection and audit by the DNR or its representatives. Any audit findings pertaining to this grant that result in a documented misuse of these grant funds by the Grantee is grounds for the State to receive a reimbursement of such funds, but only to the extent of the misuse; provided, however, if the Grantee disagrees with the audit findings it may take appropriate steps to contest the reimbursement. This provision applies to all audit findings regarding the grant funds, whether the audit was conducted by the state, local government unit or outside auditors. The DNR is to be notified of any such findings by the Grantee. Copies of any audits performed on the Grantee during the period of the grant are to be supplied to the DNR.
17. **INDEMNIFICATION:** The Grantee covenants and agrees that it shall indemnify, protect, defend and hold harmless the DNR from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the construction, operation and maintenance of the proposed facilities. The Grantee acknowledges that it is not an agent of the DNR and its employees are not agents or employees of the DNR.
18. **RECORDS:** The Grantee shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the DNR, Auditor General and the Attorney General; and the Grantee agrees to cooperate fully with any audit conducted by the DNR, Auditor General or the Attorney General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

In witness whereof, the parties thereto have set their hands and seals the day and year first above written.

COSLEY FOUNDATION, INC.

STATE OF ILLINOIS
DEPARTMENT OF NATURAL
RESOURCES



(Signature)



(Signature)

Art Pape

(Name)

Marc Miller

(Name)

President

(Title)

Director

(Title)

6-25-2014

(Date)

7/25/14

(Date)

Attachments:
A - Standard Certifications
B - Conflict of Interest Form

Required additional signatures for contracts and contract renewals totaling \$250,000 or more per Public Act 90-452.

 7-28-14

(DNR General Counsel-Signature) Date

Jeffrey P. Smith

(DNR General Counsel-Name)

 7/29/14

(DNR Chief Fiscal Officer-Signature) Date

Scott Harper


(DNR Chief Fiscal Officer-Name)

Asst.

Doug Florence

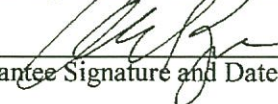
APPROVED FOR EXECUTIVE

Date: 7/18/14

Legal Counsel: 

CERTIFICATION

I certify under oath that all information in the grant agreement is true and correct to the best of my knowledge, information, and belief, and that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification.

 6/25/14


Grantee Signature and Date

Attachment B: Conflict of Interest Form
Youth Recreation Corps Grant Program

- a. The Grantee must immediately notify the Department, **in writing**, of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest. A conflict of interest exists if any of Grantee's officers, directors, agents, employees and/or family members use their position for a purpose that is, or gives the appearance of being, motivated by a desire for private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties.
- b. The Grantee must establish safeguards, evidenced by policies, rules or bylaws, to prohibit such a conflict, or appearance of conflict, from occurring.
- c. By signing below, the Grantee certifies that no conflict of interest exists. Further, Grantee certifies that no officer or employee of the Grantee, nor any public official of the locality in which the program will be carried out, shall participate in any decision relating to the youth to be hired under this program which affects his/her personal interest, or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any other financial interest, direct or indirect. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate written notification to the Department.
- d. Violations of these requirements may result in suspension or termination of this Grant Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.
- e. The Grantee agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest, as applicable (30 ILCS 500/50-13).
- f. Please list any other State of Illinois grant programs in which your entity is currently participating and/or any contracts currently in place with the State of Illinois:

DC EO 14-442012

GRANTEE:


Signature

Andrew E. Pappalardo
Name (printed)

Pres.
Title

6/25/14
Date

TAXPAYER IDENTIFICATION NUMBER

Attachment A

I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

or

Business Name: Cosley Foundation, Inc.

Taxpayer Identification Number:

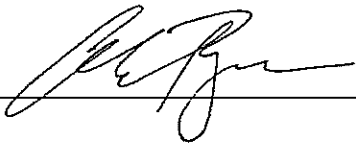
Social Security Number _____

or

Employer Identification Number 36-3461739

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input checked="" type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: 

Date: 6.25.2014

STANDARD CERTIFICATIONS

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

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

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

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

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

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

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

5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

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

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).

26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa. (30 ILCS 587)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

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

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

or

Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

Cosley Foundation, Inc.

Signature 

Printed Name Art Pope

Title President Date 6-25-2014

Address 1356 N. Gary Avenue

Wheaton, Illinois 60187

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they must still must complete Sections 2, 3, 4 and 5 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: Cosley Foundation, Inc.

D/B/A (if used): _____

Name of any Parent Organization: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. (All Vendors must complete this section)
Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements

- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k , 20f , or 40f .

OR

b. If Vendor is a privately held corporation with more than 400 shareholders

- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

- i. For each individual having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
 Yes No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
 Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0% _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:
Sole Proprietorship Stock Partnership Other (explain) _____
Name: _____
Address: _____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor [\$177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: No Conflicts Of Interest
 Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Professional licensure discipline	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Bankruptcies	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Adverse civil judgments and administrative findings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Criminal felony convictions	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- (1) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or
- (2) the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (All Vendors must complete this section).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

DCED Grant Illinois Recycling Grant Program
14-442012

Section 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes No

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: Cosley Foundation, Inc.
(Vendor/Subcontractor Name)

Name of Authorized Representative:

Title of Authorized Representative:

Signature of Authorized Representative:

Date:

Art Pape
President

6.25.2014

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Cosley Foundation Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ Cosley Foundation Inc. 501 (c) (3)	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) 102 E. Wesley Street	Requester's name and address (optional)
City, state, and ZIP code Wheaton, IL 60187		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

				-			-			
--	--	--	--	---	--	--	---	--	--	--

Employer identification number

3	6	-	3	4	6	1	7	3	9
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 6-25-2014
------------------	----------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.