

STATE OF ILLINOIS
BACK TO BUSINESS GRANT PROGRAM
CERTIFICATION AGREEMENT

This Certification Agreement (“Agreement”) contains terms and conditions that govern your participation in the Back to Business Grant Program (the “Program”), entered into between Allies for Community Business (“Administrator” or “Qualified Partner”) and yourself (“Awardee,” “Beneficiary,” “Business,” or “Non-profit organization”).

Please review these provisions carefully. As an authorized representative of the beneficiary, you acknowledge and agree to remain in compliance with the terms and conditions set forth below and agree that all statements provided below are true and accurate. Additionally, the Program utilizes federal funds made available through the American Rescue Plan Act of 2021 (ARPA); funds disbursed by the U.S. Department of Treasury (“Treasury”) to the State of Illinois, later appropriated to the Illinois Department of Commerce and Economic Opportunity (the “Department”) which was disbursed to our Qualified Partner to administer the Program and provide funding (“Award” or “Awards”) to beneficiaries. Therefore, as a beneficiary of the Program, you must also comply with all relevant State and federal regulations and guidelines. If your business or non-profit organization cannot provide this assurance, **please notify our qualified partner prior to executing this Agreement, as you may be ineligible to receive funding under the Program.**

Agreements, General Covenants, Representations, and Warranties

As the authorized representative of the beneficiary, I acknowledge and agree to the following:

1. The beneficiary has a principal office in the State of Illinois, is independently owned and operated, and where appropriate is duly organized and registered to conduct business in the State of Illinois.
2. The beneficiary employs at least one employee, is open or will re-open in the near future and has been operating since December 1, 2019.
3. The beneficiary will take all practical steps to remain viable, solvent, and in operation and has not taken any material steps to dissolve the beneficiary, permanently cease operations, or sell substantially all its assets in the current calendar year.
4. The beneficiary has experienced a negative economic impact due to the COVID-19 pandemic, which has resulted in a financial hardship that includes a loss in revenue equal to or greater than the value of any funding received under the Program.
5. The beneficiary shall use the Program Award for eligible uses as established by the Department, Treasury, and any other applicable State and federal laws, regulations, and guidelines.
6. The information and supporting documentation provided on behalf of the beneficiary for the Program application, the ACH Authorization and Agreement, the IRS Form W-9, and any other subsequent documents and correspondence provided to remain eligible and in compliance with the terms and stipulations of the Program, is true and will remain true and accurate in all material respects. The beneficiary understands that our Qualified Partner will transfer any awarded funds under the Program via ACH to the bank account indicated on the ACH Authorization form.
7. The beneficiary authorizes the State of Illinois and its designated representatives to request access to and to review any information related to the beneficiary and its owners to determine eligibility and compliance with Program guidelines.
8. The beneficiary will comply with all relevant State and federal laws, regulations, and guidelines, including those concerning non-discrimination.

9. The beneficiary will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by any applicable federal, State, and local agencies for the maintenance and operation of such facilities.
10. The beneficiary will comply, as applicable, with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), the Davis-Bacon Act (40 U.S.C. 3141-3148), the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F), the Fair Labor Standards Act (29 U.S.C. 201), the Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and the Illinois Prevailing Wage Act (820 ILCS 130/1).
11. The beneficiary is not presently suspended, debarred, proposed for debarment, or declared ineligible by any State or federal department or agency. The beneficiary will not use program funding to enter a contract with a contractor who is on any federal or state debarred contractor list.
12. The beneficiary will prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents an appearance of personal or organizational conflict of interests or personal gain.
13. The beneficiary has no lawsuits, claims, suits, proceedings or investigations pending, to the knowledge of the beneficiary and its authorized representative, threatened against or affecting the beneficiary (or its officers and directors) in respect of the assets of the beneficiary nor, to the knowledge of the beneficiary and its authorized representative, is there any basis for any of the same, and there is no lawsuit, suit or proceeding pending in which the beneficiary is the plaintiff or claimant which relates to the beneficiary or its assets.
14. The beneficiary has no action, suit or proceeding pending or, to the knowledge of the beneficiary or its authorized representative, threatened which questions the legality or propriety of the transactions contemplated by this certification agreement in its entirety.
15. The beneficiary is not aware of nor has it received any notice of any investigation conducted or charges, complaints or actions brought by the State of Illinois or any governmental body within the State of Illinois regarding the business or its officers and directors.
16. Neither the beneficiary nor its owners with at least 10% equity within the beneficiary, officers or directors have received any notice that it or any of its officers or directors is the subject of any criminal investigations or charges.
17. The beneficiary will indemnify and hold harmless the United States and its agents and employees, the State of Illinois and its agents and employees, from and against all claims, damages, losses, and expenses arising out of or resulting from the approval of work, regardless whether such claim, damage, loss or expense is entirely or in part by the United States or the State of Illinois. The beneficiary understands that the release of any information by the Department and its Qualified Partner, in any manner, is hereby authorized, whether such information is of record, and the beneficiary hereby releases all persons, agencies, firms, companies, and entities, from any damages resulting from such information.

Program-Specific Covenants, Representations, and Warranties

The beneficiary hereby represents to our Qualified Partner and the Department, **as the entity providing funding for the Program**, that the following provisions are true and correct and, except where expressly noted, shall remain true and correct:

- (i) Eligible Uses. The beneficiary will use the Program Award exclusively for eligible uses in response to the negative economic impact caused by the Coronavirus Disease 2019 (COVID-19)

pandemic. Eligible uses may include supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, other operating costs. All spending related to this program must be reimbursable: by the Coronavirus State Fiscal Recovery Fund, as prescribed by Section 802 of the Social Security Act (42 U.S.C. 802 et seq.) and added by Section 9901 of the American Rescue Plan Act of 2021, P.L. 117-2 (the "ARPA Act") including all applicable published federal guidance; and 2 CFR 200, where applicable. **Expenses that have been or will be reimbursed under any other federal program are not eligible for reimbursement through any funding received under the Program.**

(ii) Records Retention. Beneficiary shall maintain for five (5) years from the date of receipt of funding under the Program, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with guidance provided by the U.S. Department of the Treasury labeled "Compliance and Reporting Guidance" dated June 24, 2021. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

(iii) Accessibility of Records. Beneficiary, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this certification agreement available to the Department and its authorized representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Department's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Department (including auditors), by the State of Illinois or by federal statute. Beneficiary shall cooperate fully in any such audit or inquiry.

(iv) Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State of Illinois for the recovery from the beneficiary of any funds paid by the State under this Program for which adequate books, records and supporting documentation are not available to support disbursement.

(v) Delegation. Beneficiary may not subcontract nor sub-grant any condition stipulated under the Program, including the terms and stipulations in this certification agreement, nor delegate any duties hereunder without prior approval of the Department.

(vi) Access to Documentation. The Program may be monitored for compliance in accordance with the terms and conditions of this certification agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. Beneficiary must permit any agent authorized by the Department, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the beneficiary involving transactions relating to the Program.

(vii) Cooperation with Audits and Inquiries, Confidentiality. Beneficiary is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and is obligated to cooperate with the Department and other legal authorities in any audit or inquiry related to the Program. The Department or any other governmental authority conducting an audit or inquiry may require the beneficiary to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those beneficiary personnel who are necessary to support the beneficiary's response to the audit or inquiry. This confidentiality requirement shall not limit beneficiary's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the beneficiary, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Department or other governmental authority, the beneficiary shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the beneficiary with the confidentiality requirement.

I, acting in my capacity as the authorized representative of the beneficiary in completion of this certification agreement, certify that all information contained herein, is true to the best of my knowledge and belief. **I acknowledge that the Illinois False Claims Act (740 ILCS 175/1, et seq.) applies to this certification agreement, and any false claims or representations made by the beneficiary or its authorized representative in connection with this Program may subject the beneficiary or its authorized representative to liability under the Illinois False Claims Act and any other applicable laws, and may require the beneficiary to repay Program funding.**

Authorized Representative of the Beneficiary

Signature

Name

Title

Date