

STATE OF ILLINOIS
BUSINESS INTERRUPTION GRANT PROGRAM
CERTIFICATIONS AND REQUIREMENTS

The Business Interruption Grant Program (the “Program”) is supported by grant agreements (“Agreement” or “Agreements”) between the Illinois Department of Commerce and Economic Opportunity (the “Department”) and qualified Grantees (“Grantee”) which authorize the Department to grant funds to the Grantee (“Award” or “Awards”) in support of eligible activities under the Program. The Agreements authorize the Grantee to provide sub-awards to eligible participants that meet certain conditions. As an eligible participant, your Business (“subrecipient”) is required to utilize these grant proceeds for specific purposes, as set forth below. Additionally, you shall adhere to the terms and procedures established by the Grantee under this Program, including the Department’s administrative rules (available [here](#)).

As a subrecipient, to participate in the program, you must remain in compliance with the terms and certifications set forth below. Please review the below items carefully, as your business and its representatives shall warrant that all material facts presented are accurate. If your business is unable to provide this assurance, it is ineligible to receive an Award under this Program. Frequently asked questions and eligibility guidelines may be found [here](#).

General Covenants, Representations, and Warranties

As the authorized representative of the subrecipient, I agree and certify that:

1. The subrecipient is a business that is independently owned and operated, is not dominant in its field, and employs at least one employee as of March 1, 2020.
2. The subrecipient has incurred eligible costs and losses due to a business interruption caused by COVID-19 that is equal to or greater than the value of the subaward.
3. The applicant understands that any funding provided by this subaward is being provided under the Program, and is authorized under the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 (the CARES Act).
4. The applicant shall use the subaward for eligible losses and costs as established by the Department and the U.S. Department of the Treasury.
5. The information and supporting documentation provided on behalf of the subrecipient for the Program application, the ACH Authorization and Agreement, the IRS Form W-9, is true and accurate in all material respects. The subrecipient understands that the Grantee will transfer the subaward via ACH to the bank account indicated on the ACH Authorization form.
6. The subrecipient has the legal authority to apply for federal, State and local assistance, and that the subrecipient will comply with the established requirements of this subaward.
7. The subrecipient has complied and will continue to comply with all relevant laws, regulations, and executive orders from the State and federal government, including the social distancing guidelines as promulgated by the Executive Orders of the Illinois Governor.
8. The subrecipient 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.
9. The subrecipient will continue to comply, as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Copeland Act (40 U.S.C. 276c and 18

U.S.C. 874), the Davis-Bacon Act (40 U.S.C. 276a-276-1), the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F), the Fair Labor Standards Act (29 U.S.C. 201), and the Illinois Prevailing Wage Act (820 ILCS 130/1).

10. The subrecipient will comply with all relevant laws and regulations concerning non-discrimination.
11. That the subrecipient will pay no appropriated funds to any person for influencing or attempting to influence an officer or employee of federal, State or local government, or an employee of a member of any federal, State or local government in connection with the awarding of any State and federal contract, the making of any State and federal grant, the making of any State and federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State and federal contract, grant, loan or cooperative agreement.
12. The applicant is not presently suspended, debarred, proposed for debarment, or declared ineligible by any State or Federal department or agency, and will not enter into a contract with a contractor who is on any federal or state debarred contractor list.
13. The subrecipient 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.
14. The subrecipient will take all practical steps to remain viable, solvent, and in operation. Additionally, the subrecipient attests that the subrecipient has not taken any material steps to dissolve the subrecipient, permanently cease operations, or sell substantially all of its assets in 2020.
15. The subrecipient has no lawsuits, claims, suits, proceedings or investigations pending, to the knowledge of the subrecipient and its authorized representative, threatened against or affecting the subrecipient (or its officers and directors) in respect of the assets or the subrecipient nor, to the knowledge of the subrecipient 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 subrecipient is the plaintiff or claimant which relates to the subrecipient or its assets.
16. The subrecipient has no action, suit or proceeding pending or, to the knowledge of the subrecipient or its authorized representative, threatened which questions the legality or propriety of the transactions contemplated by this Agreement.
17. The subrecipient has not 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.
18. Neither the subrecipient nor its officers and directors have received any notice that it is the subject of any criminal investigations or charges.
19. The subrecipient will 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 subrecipient understands that the release of all information by the Department and the Grantee, in any manner, is hereby authorized whether such information is of record, and I hereby release all persons, agencies, firms, companies, and entities, from any damages resulting from such information.
 - (i) **The subrecipient acknowledges that the Illinois False Claims Act (740 ILCS 175/1, et seq.) applies to this certification, and any false claims or representations made by the subrecipient or its authorized representative in connection with the Program may subject**

the subrecipient or its authorized representative to liability under the Illinois False Claims Act and other applicable law.

Program-Specific Covenants, Representations, and Warranties

The subrecipient hereby represents to the Grantee and the Department, **as the grantor of the Program**, that the following is true and correct and, except where expressly noted, shall remain true and correct:

(ii) The subrecipient will use the proceeds of the subaward supported by the Program exclusively for costs and losses incurred due to the business interruption or other adverse conditions caused by the Coronavirus Disease 2019 (COVID-19) pandemic. For purposes of this Program, costs incurred during a business interruption may be classified as a cost related to COVID-19. Grant proceeds may be used to reimburse costs and losses such as inventory, equipment (including Personal Protective Equipment and other supplies to promote health and safety), compensation (including salaries, wages, tips, paid leave, and group healthcare benefits), rent, technology to facilitate e-commerce, professional services procured (including the design and construction of environments necessary to promote physical and social distancing and cleaning and disinfecting services) and other costs of operation in accordance with the applicable administrative rules or the policy directives of the grantor that was incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. All spending related to this program must be reimbursable by the Federal Coronavirus Relief Fund, as prescribed by 601(a) of the Social Security Act and added by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act including all subsequent federal guidance. Expenses that have been or will be reimbursed under any other federal program are not eligible for reimbursement through the proceeds of this subaward.

(iii) The subrecipient (and all businesses owned, operated, or affiliated with the subrecipient) is eligible to receive a subaward in this round of disbursements and to apply for grant funds in future rounds. However, the value of the current subaward will be deducted from any future subaward granted to the business under this program.

Requirements Between Grantee and Subrecipients

As stipulated in the Agreements between the Department and the Grantee, the Grantee must include language for any sub-awards made pursuant to these Agreements between the Department and the Grantee. All sub-awardees (subrecipients) are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor. The requirements of the Grantee below shall also apply to the subrecipient unless otherwise stipulated.

(i) Records Retention. Grantee shall maintain for five (5) years from the date of submission of the final expenditure report, 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 “Memorandum for Coronavirus Relief Fund Recipients” dated July 2, 2020, and the minimum requirements of 2 CFR 200.333. 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.

(ii) Accessibility of Records. Grantee, 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 Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

(iv) Subrecipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

(v) Application of Terms. Grantee shall advise any subrecipient of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its subrecipients, Grantee shall insert term(s) that requires that all subrecipients adhere to the terms of this Agreement.

(vi) Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, 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 Grantee involving transactions relating to this Award.

(vii) Cooperation with Audits and Inquiries, Confidentiality. The Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee 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 Grantee with the confidentiality requirement.