Procurement Manual
Policies & Procedures

Revised February 5, 2013

Approved by the Governing Board of Directors
February 19, 2013
INTRODUCTION
This updated manual was approved by the CEDA Executive Board of Directors on February 19, 2013.

This document can be found in the “public folders” of Microsoft Outlook

Purpose:
The purpose of these Procurement Policies and Procedures is to provide guidance to the Community and Economic Development Association of Cook County, Inc. (CEDA) and to vendors interested in contracting with CEDA. These policies and procedures govern the CEDA procurement of contracts for goods and services. They are designed to encourage and promote competition among vendors to ensure that the CEDA receives the highest quality products and services at the lowest price in the most efficient way. CEDA will use competitive principles in awarding all contracts of any amount with only a defined exception. The exception to the competitive principle include a) repair parts, accessories; equipment or services for equipment or services previously furnished or contracted b) sole source professional services, must be justified and approved c) goods or services required to mitigate an emergency affecting the health and safety of CEDA clients or staff d) water, electricity (single market place) e) items that have been competed unsuccessful where additional bids would be costly or otherwise prohibitive.
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FOREWORD

CEDA’s Mission

The Community and Economic Development Association of Cook County, Inc. (CEDA) is a community action agency that serves Cook County in the State of Illinois. It provides economic development and human service programs to address the immediate needs of low-income county residents and to address the underlying conditions, which cause those needs. Its mission is to create, through comprehensive and coordinated program activities, a climate of awareness within which conscious, self-directed social change toward the elimination of poverty and its causes can and will take place on the part of individuals, families and community institutions.

Procurement Department Mission

The Procurement department is committed to providing high quality/value-added Procurement services and good stewardship of the Agency’s funds. Our commitment to providing value-added services is the basis for leveraging CEDA’s purchasing power and employing cost-saving methods. This effort by the Procurement Department adds dollars to the Agency’s bottom line thus helping CEDA ensure the successful fulfillment of its mission.

The mission of the Procurement Department is to provide enlightened and responsible leadership to CEDA’s procurement function. This leadership ensures that user departments obtain the goods and services of the quality and quantity they require, within their stated timeframes, at the least possible cost and through a method that conforms to the procurement policies and procedures set forth by CEDA’s various funding sources.

Procurement will provide timely goods and services through a fair, open and competitive process while maintaining high internal and external customer service.

This Procurement Manual (the Manual) has several functions. It articulates CEDA’s procurement polices and procedures and:

- Defines purchasing authority and policies
- Clarifies the Procurement Department’s relationships with other departments
- Standardizes and communicates approved practices
- Guides personnel in decision making
- Promotes vendor understanding and cooperation
- Fulfills management departmental requirements
- Provides standards for evaluating performance

The Manual is intended to provide guidelines to purchases of supplies, equipment and services including professional services. This Manual will serve as a reference for CEDA employees, Officers and Board Members. It is the responsibility of CEDA employees to understand the policies herein and adhere to them. Any provision of the Manual that conflicts with statements included in a Request for
Proposal (RFP), bid document, or funding source requirements shall be superseded by the provisions specified in the RFP, bid document or funding source requirements. If the Manual does not address a provision identified in these documents or requirements then the provision as identified in the documents or requirements shall be accepted as the correct provision. If the Manual contains a provision that is not identified in the solicitation documents or funding requirements, the provision in the Manual shall be accepted as the correct provision.
## SECTION 1 GLOSSARY OF TERMS

Frequently used terms are listed below:

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<tr>
<td>CEDA</td>
<td>The Community and Economic Development Association of Cook County</td>
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<td>CEDA</td>
<td>The Agency</td>
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<tr>
<td>Value-Added Services</td>
<td>Services that add to the value of a purchase or enhance the procurement experience</td>
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<tr>
<td>Solicitation</td>
<td>A notification of CEDA’s interest in purchasing specified goods or services</td>
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<td>Financial Edge</td>
<td>CEDA’s financial and general ledger software</td>
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<tr>
<td>Procure-It</td>
<td>CEDA’s procurement software</td>
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<tr>
<td>User Departments</td>
<td>Programs within CEDA that the Procurement Department serves by obtaining for them goods or services using appropriate procurement processes</td>
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<td>Purchase Order (PO)</td>
<td>Document used to commit the agency to orders of goods and services</td>
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<tr>
<td>Vendor</td>
<td>Supplier of goods or services. Usually used when referring to sellers of goods. Can be used interchangeably with the word “contractor”</td>
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<tr>
<td>Contractor</td>
<td>Supplier of services, most often construction or maintenance. Contractors can also be called vendors</td>
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<tr>
<td>Provider</td>
<td>Supplier of professional services</td>
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<td>Appeal or Protest</td>
<td>Complaint lodged by a vendor or contractor to contest a procurement specification, evaluation or contract award</td>
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<td>Pre-Bid Protest</td>
<td>Protest regarding a portion of a bid solicitation</td>
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<tr>
<td>Pre-Award Protest</td>
<td>Protest regarding the evaluation of bids, qualifications or proposals</td>
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<tr>
<td>Post-Award Protest</td>
<td>Protest Regarding the Award of a Contract or Contract Extension</td>
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<tr>
<td>Authorized Vendors</td>
<td>Authorized vendors are vendors that have been pre-qualified by CEDA’s procurement process or have been selected because of CEDA’s procurement process as</td>
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<td><strong>Contract/Agreement</strong></td>
<td>An agreement in which a buyer agrees to acquire goods or services from a seller. Generally includes business provisions, detailed pricing, invoicing/payment information, and other legal terms and conditions</td>
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<td><strong>Bid</strong></td>
<td>An Invitation for Bid (IFB) is a formal competitive solicitation. IFBs require an advertised public opening conducted at the time and date specified in the IFB. The responses are evaluated and awarded to the responsive, responsible bidder with the lowest price. When using this solicitation, price as well as specification requests are major considerations in the award process</td>
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<tr>
<td><strong>Quote</strong></td>
<td>An estimate of cost to provide a good or service.</td>
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<td><strong>Lowest bidder</strong></td>
<td>The term lowest bidder means that the bidder whose price of the goods or service is less than that of any other responsive and responsible submission</td>
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<td><strong>Responsive</strong></td>
<td>Responsiveness is attained if the bidder has met all submittal requirements and the basic bidding criteria that is outlined in the bid document</td>
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<td><strong>Responsible bidder</strong></td>
<td>Responsibility is a proposer’s financial solvency, past performance (references, good standing with required Federal, State and local agencies) good standing with CEDA and ability in the sole determination of CEDA of the bidder to provide the required goods or services at the proposed price. Responsible contractors will not have been on any Federal debarment list. In addition the verdict of court cases will be reviewed. Contractors convicted of an offense of a criminal nature i.e. fraud, embezzlement etc. will be considered unresponsive. In addition Contractors that show a consistent pattern of litigation for faulty of dangerous work will also be considered unresponsive</td>
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<td><strong>Request for Proposal (RFP)/Request for Qualifications (RFQ)</strong></td>
<td>A competitive proposal which requires a vendor to supply any or all of the following; their qualifications to do the job, a proposal outlining how he or she would do the job and the cost of the job. This process can be a one, two or three step process depending on the type of procurement. The</td>
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RFP/RFQ will delineate all evaluation criteria and factors that will be considered in the contract award. Awards will be made to the proposer whose proposal, in the sole opinion of CEDA best meets the criteria required in the RFP and is most advantageous to the program and the Agency, when all factors are considered.

| Specification | A concise description of an item or service that CEDA seeks to buy and the requirements the vendor must meet in order to be considered for a contract award |
SECTION 2 PROCUREMENT GOALS AND OBJECTIVES

GOALS

The Procurement Department has the following overall goals for its service to CEDA.

- Provide guidelines for ethical behavior in procurement for CEDA Board of Directors, Officers, Staff and vendors.
- Provide continuous support to the functions, user departments and Agency programs
- Continue the Procurement Department’s transition from a transactional to strategic procurement model
- Utilize the full capacity of automated systems to incorporate all bidding, requisitioning and receiving processes.
- Continue centralization of procurement process within CEDA’s Procurement Department
- Manage the supply chain so that delivery is synchronized to need
- Utilize commodity sourcing strategies to leverage volumes and achieve cost savings
- Provide equal opportunity in procurement process for participation by all eligible contractors, suppliers and vendors
- Maximize the utilization of small, minority and women owned businesses in the purchase of goods or services for CEDA
- Maintain internal controls to safeguard the quality and integrity of the acquisition process
- Provide leadership to the acquisition process from specification to vendor award

OBJECTIVES

To obtain these goals the Procurement Department seeks to accomplish the following tasks within the next three years:

- Institute agency-wide end user on-line receiving
- Utilize all available Procure-it features and functionality to enhance efficiency of the procurement process for the end user.
- Institute cross-functional management teams to develop key commodity group procurement strategies for contracts effecting multiple agencies.
- Provide CEDA management with real-time access to procurement information through increasing their access to real time reports in Procure-It.
- Develop supplier relationships that support strategic sourcing and other commodity strategies in commodity and service categories that exceed $100,000.
• Increase the pre-qualified vendors in pre qualified vendor pools for specific commodities by 10%.

• Continue to enforce all CEDA ethics polices through all phases of the acquisition process so that there are no documented cases of procurement related ethical breaches

• Increase CEDA’s utilization of minority, women, disadvantaged and small business enterprises by 5 percent over 2013 levels and each year thereafter.
SECTION 3 ORGANIZATION

Listed below is the organizational chart showing the organization of the CEDA Procurement Department.

CEDA Procurement Department
Organizational Chart

Procurement Director
Vacant

Administrative Assistant
Julie Hall

Purchasing Manager
–Shawnee Little

Contract Manager
Raymond Adams

Purchasing Coordinator
Ellen Christopher
SECTION 4 PROCUREMENT DEPARTMENTAL RESPONSIBILITIES

In performing its procurement and management functions the Procurement Department leads the search for sources of supply, develops suppliers, manages suppliers’ selection and manages the process for the procurement of goods and services. Some of the key activities of purchasing include:

- Extending appropriate assistance to user departments in determination of the most suitable materials, equipment and services available to meet their requirements
- Coordinating the information related to materials, equipment or services to be purchased, the selection of the sources of supply and the relative quality and suitability of offerings
- Insuring that CEDA utilizes authorized vendors only.
- Convening and leading users groups for the development of commodity procurement strategies
- Maintaining accurate procurement records
- Defining, developing and maintaining supplier relationships for key commodity groups
- Promoting good vendor relationships, cultivated by informed and fair buying practices, by strict maintenance of ethical standards and by courteous and prompt reception of vendor representatives

SECTION 5 LAWS GOVERNING PROCUREMENT

The statements contained in this section are the laws and policies that govern CEDA Procurement.


SECTION 6 PROCUREMENT POLICIES

The following statements determine the parameters in which the Procurement of goods and services can be purchased. They have been developed in line with procurement requirements stated in the Federal, State and Local procurement rules and regulations that govern the expenditure of program funds and in line with best procurement practices as outline by the Institute of Supply Management and the National Institute of Government Purchasing.

6.1 Policy for the Commitment of Agency Funds

The President and Chief Executive Officer of CEDA (CEO) has the sole Authority to commit funds to contractors or vendors behalf of CEDA. The President/CEO may commit funds of $25,000 or less at his sole discretion and authority. Commitments in excess of $25,000 must be approved by the CEDA governing Board of Directors. The Executive Vice President shall sign contracts, agreements and other such commitment of funds in the absence of the CEO.

6.1.1 Program and Controller and Procurement Director Approval

Prior to the President’s commitment of funds the user department representatives, Executive Vice President and Vice President and shall, through their signature on Contractor Selection Approval Sheets, assures the President that:

- Goods or services are required by the program
- Goods or services are appropriate purchases pursuant to funding source guidelines
- User Department has reviewed the result of procurement process prior to selection of a Contractor
- Program funds for this purchase are available to the degree listed on the sign off sheet

Prior to the President’s commitment of funds the Controller assures the President, through his/her signature on the Contractor Selection Approval Sheet that the proposed expenditure is budgeted and is an approved expense pursuant to funding source guidelines.

Prior to the President’s commitment of funds the Procurement Director assures the President, through her signature on the Contractor Selection Approval Sheet that the Vendor or Contractor has been selected in accordance with funding source requirements and CEDA’s Procurement Policy and Procedures manual. 6.1.2 Delegated Signature Authority

The President/CEO has delegated the authority to sign contracts that are less than $25,000 to the Executive Vice-President of the department receiving the goods or services under that contract in his/her absence.
6.1.3  Delegated Acquisition Authority
The President/CEO has delegated the authority of the management of the acquisition process to the Director of Procurement and his/her designates. This authority extends to approving and releasing purchase orders for purchases made in line with funding source and CEDA policies and procedures. The Director of Procurement may release with the proper system approvals, purchases orders with a dollar value of $10,000 or less without additional approvals or written agreements.

6.2 Ethics Policy
It is the intent of CEDA to incorporate high ethical standards into the execution of daily professional activities. Procurement activities are affected by moral standards and ethical values, as well as being subject to widespread publicity. Major procurement decisions may be difficult and controversial even when there are no overt political pressures. It is very important that personnel engaged in procurement activities (both procurement staff and staff of user departments) conduct themselves in a manner that is above reproach. Relations of a compromising or "favored" nature, or even the appearance of such relations, are to be scrupulously avoided.

Ethical behavior cannot be legislated. Rules applicable to every situation which may be confronted cannot be written. However, it is possible to establish policies and guidelines that assist in establishing and maintaining high standards of conduct. It is CEDA’s intention that the ethical standards and requirements listed below will govern activities of CEDA’s Board of Directors, staff and vendors in every phase of the acquisition process. These policies and procedures are established to encourage adherence to an uncompromising level of integrity. They are designed to heighten awareness and acceptance of appropriate conduct. Policies stated here are intended to provide insight for handling difficult day-to-day issues. Staff should remember that polices and procedures cannot take the place of good judgment. When in doubt, consult with management, professional colleagues … and of course your conscience. Violations of CEDA’s Procurement ethics policies and procedures can result in disciplinary action and ultimately in dismissal.

6.2.1  Ethical Standards for Directors, Employees and Agents of CEDA
Members of the Board of Directors, employees and agents of CEDA (Employees) shall avoid the intent and appearance of unethical or compromising conduct in relationships, actions, and communications. The consequences of a perceived impropriety can be the same as consequences of an actual impropriety. Therefore, it is essential that any activity or involvement between Employees and active or potential suppliers which in any way diminishes, or even appears to diminish, open and fair treatment of suppliers is strictly avoided. Those who do not
understand the circumstances will judge based on appearances. Employees must consider this and act accordingly.

No Employee shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the Employee, his spouse, children, grand children, parents, aunts, uncles, cousins, significant other or life partner (immediate family), his or her business partner; or an organization which employs or is about to employ any of the above has a financial or other interest in the firm selected for the award.

It is a breach of ethical standards for any Employee to participate directly or indirectly in any aspect of the procurement process including but not limited to selection of the vendor and administration of the contract when the Employee knows that:

The Employee or any member of the Employee’s immediate family has a financial interest pertinent to the procurement.

A business organization in which the Employee or any member of the Employee’s immediate family has a financial interest pertaining to the procurement has a financial interest in the procurement

Any other person, business or organization with which the Employee or any member of the Employee’s immediate family is affiliated has a financial interest pertinent to the procurement

No Employee may order any good(s) or service(s) for their personal use or consumption in the name of CEDA, even if it is their intention to pay for the item(s) or service(s) from personal funds.

No employee shall solicit nor accept gratuities, favors, premiums, personal discounts, loans, money or anything of monetary value from a vendor/entity/contractors, potential contractors or parties to sub-agreements for his or her personal use. Monetary value is defined as non-perishable items with a value of $25.00 or more.

An example of a premium is the offering of a TV or VCR for the purchase of 5,000 pens. If a premium is provided within the parameters of a normal purchase the premium becomes the property of CEDA; it must be added to the program inventory and given to the program director for use within the program.
All rebates on purchases made with CEDA funds become the property of CEDA and must be turned in to the Controller for deposit in the proper account.

6.2.2 Conflict of Interest
CEDA, its Affiliates and all Officers, Directors, Delegates, Council and Committee members scrupulously shall avoid any conflict between their respective personal, professional or business interests and the interests of CEDA, in any and all actions taken by them on behalf of CEDA in their respective capacities.

If any Officer, Director, Delegate, Employee of CEDA has any direct or indirect interest in, or relationship with, any individual or organization that proposes to enter into any transaction with CEDA, including but not limited to transactions involving:

- the sale, purchase, lease or rental of any property or other asset
- employment, or rendition of services, personal or otherwise
- the award of any grant, contract, or subcontract
- the investment or deposit of any funds of the Association

Such person shall give notice of such interest or relationship and shall thereafter refrain from discussing or voting on the particular transaction in which he has an interest, or otherwise attempting to exert any influence on CEDA, or its components to affect a decision to participate or not participate in such transaction.

Section 6.2.3 Exceptions
Where an Employee or member of the Employee’s immediate family holds a financial interest in an all blind trust the Employee shall not be deemed to be in conflict of interest with regard to matters pertaining to that financial interest provided the disclosure of the existence of the blind trust has been made to the Procurement Director of CEDA.

Upon discovery of an actual or potential conflict of interest, an employee shall promptly file a written statement of disqualification to the Procurement Director of CEDA and shall withdraw from further participation in the transaction involved. Should the Procurement Director have such a conflict of this nature the written statement of disqualification should be directed to the President/CEO.

6.2.4 Ethical Standards for Non-Employees

Any efforts to influence any CEDA employee to breach the standards of the ethical conduct listed here is also a breach of the ethical standards of CEDA. Vendors shall offer no gifts, gratuities, favors or anything of monetary value to any Board Member, official or employee of CEDA based upon any mutual understanding either explicit or implicit that the business of CEDA would be influenced by its acceptance. It is assumed that a perishable item or one having a
value of $50.00 or less does not imply such an understanding. No person who has an economic interest in CEDA business, shall give, directly or indirectly, to any CEDA individual or group of employees whose decision or action may substantially affect such transaction, or to the spouse or minor child of such an employee, and none of them shall accept, any gift of (i) cash or its equivalent regardless of value, or (ii) An item or service other than an occasional one of nominal value (perishable item or one valued at less than $50.00) provided.

This section however does not prohibit reasonable hosting, including, entertainment, meals or refreshments furnished by a vendor in connection CEDA business. It also does not preclude sponsorship of activities in conjunction with fundraising for CEDA programs. Participation in industry or company events, where the agency will receive some benefit (i.e. education or industry updates, professional networking opportunities etc.) is also acceptable with prior approval of the member of senior management staff that is responsible for the department that wishes to participate. Senior managers shall review the issues at the weekly senior staff meeting if there is any doubt regarding the correct course of action.
6.2.5 Business Meals
An invitation for a business lunch or dinner, advertising novelty items or sales promotional gifts may be accepted so long as they are of nominal value ($50 or less) and intended only to enhance a business relationship. Employee should be in a position to pay for meals as frequently as the supplier. Meals as defined above may be accepted in connection with business discussions provided the following criteria be met:
• They are unsolicited.
• They are offered infrequently.
• They involve reasonable and not lavish expenses.
• They do not create an obligation or expectation.
• They take place in a setting reasonable and appropriate for the individuals involved in the business at hand.

6.2.6 Ethical Standards for Employees of the Procurement Department
The employees that work for the Procurement Department of CEDA are required to support the agency’s operating departments with an uninterrupted flow of materials and services. Procurement personnel are custodians of CEDA’s reputation for fair and equitable procurement practices. Accordingly, a high ethical standard of conduct is mandatory. Procurement Department employees must discharge their duties impartially to assure fair and competitive access to procurement opportunities by responsible vendors. For these reasons employees of the Procurement Department and all employees that take (in addition to the steps listed above) an active part in the acquisition process are bound by the following ethical standards. They must strictly adhere to all of the ethical standards already set forth in this manual. In addition, they will:
• Believe in the dignity and worth of the services rendered by CEDA and the clients served by CEDA.
• Be governed by the highest ideals of honor and integrity in all public and personal relationships, in order to merit the respect and inspire the confidence of the staff of CEDA.
• Believe that personal enrichment or personal profit obtained through misuse of CEDA funds or public or personal relationships is dishonest and cause for discharge.
• Identify and eliminate participation of any individual in operational situations where a conflict of interest may be involved or perceived to be involved.
• At no time and under no circumstances accept directly or indirectly gifts, gratuities, tips, kickbacks, money or anything of monetary value (value is defined as $25 or more for non-perishable or limited types of promotional items) from suppliers.
- Items with a value of $25.00 or less or perishable items may only be accepted once per year from any current vendor or supplier or any vendor or supplier interested in selling to CEDA.
- Get approval from the Procurement Director before attending any business lunches with vendors and notify Procurement Director of the receipt of any food or promotional items.

No procurement personnel should have or appear to have, personal interest or relationship that conflict with the procurement of goods/services on behalf of CEDA. Procurement employees must sign the Standard of Conducts Exhibit 12).

6.3 The Procurement Cycle
It is the policy of CEDA that the Procurement Cycle begins with the identification of the need to purchase a particular item or service. The Procurement Department may help develop requirements or specifications; however, they are not responsible for their development. The Department works in tandem with user departments to create a final determination of the materials, equipment or services that are needed.

The Procurement Department is responsible for sourcing new vendors, and obtaining price quotes, bids or contractor qualifications, project and cost proposals for vendors or contractors.

The procurement cycle is completed when goods are delivered or services are delivered as requested and accepted by the requestor.

6.4 Competition Policy
It is the policy of CEDA that all procurement transactions will be conducted in a manner that provides full and open competition. CEDA will use competitive principles in awarding all contracts of any amount with only specifically defined exceptions. The exceptions to the competitive principles include a) repair parts, accessories; equipment or services for equipment or services previously furnished or contracted b) sole source professional services c) and single source services that have only one supplier in the market place such as water, and electricity d) goods or services required to mitigate an emergency affecting the health and safety of CEDA clients or staff (e) items that have been competed un successfully where additional bids would be costly or otherwise prohibitive.

All non-emergency requests for goods or services are subject to competition where competition is available. Competition will not be restricted by:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience or excessive bonding
- Noncompetitive pricing practices between firms or between affiliated companies
- Organizational conflicts of interest (as defined in Section 5.2 Ethics)
- Specification of brand names instead items by performance or other quality parameters
- Any arbitrary action in the procurement process

Purchases in excess of $100,000 resulting from the selection of one qualified bid or response will be reported to the funding agency, where required, prior to awarding of the contract.

### 6.5 Vendor/Contractor Selection Policy
To insure competition all vendors must respond to a set of specifications prepared by the Procurement Department in tandem with the user department. For supplies, equipment and some services selection will be made based on the lowest responsive and responsible bid. For professional services competitive proposals will be evaluated based on the proposal that in CEDA’s sole opinion best fulfills the evaluation criteria specified in the request for proposal.

### 6.6 Specification Development Policy
A specification provides vendors and contractors with clear statements of minimum product or service acceptability. Simple specifications are used for price quotations, while more complex and detailed ones are used for bids and RFPs. It is CEDA’s policy that all specifications shall be written to set the minimum standard of acceptability of the item or service to meet the expectations of the user, to promote competitive bidding and to provide for an award to the lowest responsive and responsible bidder. User departments, the Procurement Department, an outside agency or independent contractor may prepare specifications. User departments must approve all specification however the final acceptance of the specifications rests with the Procurement Department.

Procurement Department will assist the user department in developing specifications, or in identifying sources from which technical specifications can be obtained. Procurement staff is encouraged to utilize specifications that are available through procurement professional organizations such as the Institute for Supply Management and the National Association of Government Purchasing.

The Procurement Department discourages the use of vendors in the preparation of specifications for goods and services. Where vendors prepare specifications, they should be compensated. However, they are not eligible to propose on the work resulting from their specifications.

### SECTION 7 PROCUREMENT SOURCE SELECTION METHODS

#### 7.1 Competitive Proposals
Competitive Proposals are normally solicited when conditions are not appropriate for the use of sealed bids. The document used for this is solicitation is a Request for Proposal (RFP) or a Request for Qualifications (RFQ). It is CEDA’s policy to advertise RFPs and RFQs in a newspaper of wide
circulation where feasible. When, however, there is a large vendor/Contractor bidder’s list (15+ vendors/contractors) and funding source guidelines permit, the bidder’s list may be used in the place of advertisement.

7.2 Non-Competitive Procurement
It is the policy of CEDA to permit non-competitive procurement in specific circumstances. The Procurement Director must approve a non-competitive procurement prior to Procurement or user department staff making either a verbal or written commitment to order goods or services. The following situations are acceptable for non-competitive procurement:

- **Food Purchases** - It is occasionally necessary to purchase food or cleaning supplies through spot buys from local food chains. These chains are selected because of their close proximity to the location and the willingness of the chain to invoice CEDA.

- **Health and Safety situations** - Emergency repair services due to breakdowns, vandalism, loss of heat or power or other situations that affect the health and safety of CEDA employees or its clients, can be made by vendors that are selected without competition. It is expected that vendors will be qualified to make the repair and that pricing will be reasonable.

- **Sole Source Procurements** - This type of purchase is most often used to obtain professional services. A sole source contract can be awarded when funding sources permit and CEDA concludes that there is a single source of expertise or knowledge required or that one person can clearly perform the required tasks more satisfactorily because of the person’s prior work, experience or technical knowledge not usually found in the marketplace. All requirements of the funding source including prior or post notification and justification for the award of the sole source contracts must be met. A Sole Source Form must be completed and accompanied by a supporting documentation. (EXHIBIT 9)

- **Cooperative Purchasing Agreements** - CEDA is an authorized participant in the State of IL Joint Purchasing Program and utilizes contracts negotiated by the State of IL where economically advantageous. Contractors participating in the State program have been selected via competition, and pricing is based on the large procurement volumes generated by the State of IL. Although CEDA may obtain further competition by obtaining multiple quotations from vendors participating in this program, it is not required.

- **Unsuccessful Competitive Bid or RFP** – From time to time a competitive bid or RFP may not yield a contract award. This may be due to no responses to the solicitation; the industry does not do business in this way or other reasons, bids were rejected due to problems with the proposal etc. When in the sole opinion of CEDA it is in the best interest of the agency to
negotiate a contract after a failed Bid or RFP, CEDA may do so without additional competition. CEDA may also negotiate with competitors to obtain an award.

7.3 Informal Solicitation Policy
Informal solicitation can be obtained from the following two methods:

- **Telephone Solicitation**
  Solicitations resulting in expenditures in the aggregate of $2,000 or less for the program fiscal year can be purchased through informal telephone solicitation.
  - User department (with prior permission from the Procurement Department) or Procurement staff will contact three vendors.
  - They will provide a description of the items, the quantity needed and time frame required. Vendor will provide verbal quotes via telephone. Once provided the quotes will be noted by the Buyer and the lowest responsive bidder will be selected. Buyers are encouraged to keep a log of verbal quotes.
  - Buyer will contact user department for concurrence and then instruct users to put enter a purchase requisition in the automated system using the selected vendor.
  - Where user department is permitted to obtain informal quotes, department must inform Procurement Department of the quotes received and the quote that they wish to accept. Once the Procurement Department concurs, user department may enter a requisition using that vendor.

- **Written Quotations**
  - Purchases of goods or services for amounts from $2,000 to $25,000 must be obtained from written quotations provided by the vendors.
  - Vendor quotes must be obtained by the Procurement Department only (unless prior authorization is given by the Procurement staff).
  - The Procurement Department can request quotes using a variety of methods they include but are not limited to:
    - Form entitled Invitation to Provide Quotations (IFQ) which is a one-page specification document.
    - Identifying vendors from the internet and obtaining quotes form the web-site
    - Requesting via telephone written quotes on the company’s stationery
  - Once obtained, the Procurement Department will notify the user department of the apparent lowest, responsive and responsible bidder.
  - When the user department concurs they will enter an on-line requisition using the vendor and pricing on the accepted quotation.
• If the user department does not wish to use the apparent lowest, responsive bidder, they will notify the Procurement Department at which time the Procurement Department will evaluate their rationale to insure that procurement policy and funding source guidelines will not be breached.

• The Procurement Department will continue in discussion the user department until concurrence is reached. After all efforts are exhausted and the Procurement Department and the User Department cannot agree, the Procurement Department shall seek assistance from the CEO in obtaining consensus.

7.4 Solicitation Procedures - Formal Bids & Proposals
Detailed specifications along with relevant terms and conditions are prepared by the user department and forwarded to the Procurement Department. The Procurement Department reviews these specifications for clarity, completeness, fairness and to insure that outcomes are quantifiable and measureable. They then incorporate these specifications into the Bid documents. Bidders may receive these documents by picking up a hard copy from CEDA’s central office, obtaining a copy from CEDA’s website or receiving a copy from the Procurement Department via email.

All bids or competitive proposals must be received in CEDA not later than the date and time specified in the bid documents. Formal bids will be opened in a public opening where bidder name and price will be read. Formal competitive proposals will not require a public opening unless specified by the funding source.

7.4.1 Formal Bids
A competitive sealed bidding process will be used when:
• A complete, adequate and realistic specification or purchase description can be created
• Two or more responsible bidders are willing and able to compete effectively for the business
• The purchase lends itself to a firm, fixed-price contract
• The selection of the bidder can be made principally on price

When used it is the policy of CEDA to award a firm, fixed-price contract to the lowest responsible and responsive bidder.

The Purchasing Manager creates and manages the bid document or assigns these tasks to procurement staff. The Director of Procurement may also prepare bids and manage the bid process if necessary.

Detailed specifications along with relevant terms and conditions are prepared by the Procurement Department and made available to potential bidders. Bidders may receive these
documents by picking up a hard copy from CEDA’s central office, obtaining a copy from CEDA’s website or receiving a copy from the Procurement Department via email.

All bids must be received at CEDA at the location designated in the bid document not later than the date and time specified in the bid documents. Bids will be opened in a public opening where bidder name and price will be read aloud.

Procurement will review submittals to determine the lowest responsive and responsible bidder.

Procurement staff will take the following steps in creating a bid document and managing the bid process.

7.4.2 Formal Bidding Procedure
Invitations to Bid (IFBs) are the documents used in a formal bid process. The Procedures listed below will be used for the creation of an Invitation for Bid (IFB).

- Create a legal advertisement inviting qualified firms to bid on the specified goods and/or services. The ad is placed in a newspaper of major circulation and, where feasible, additional ads may be placed in newspapers whose circulation targets specific ethnic, racial, gender or professional groups.

- In the case of services covered by a group of pre-qualified contractors a legal advertisement was issued at the beginning of the pre-qualification process therefore an additional legal advertisement is not required.

- While a legal advertisement insures competition it is expensive. In cases where a bid notification list exceeds fifteen firms a legal advertisement is not required but still may be used. Funding source regulations for the purchase will be the final determinant of the action that will be taken. In such cases a notification of fifteen companies insures competition while allowing a manageable amount of responses to be received.

- Solicitation documents or notices of solicitations may also be sent directly to minority and women business assist agencies, professional organizations, chambers of commerce or other groups that may be interested submitting a bid.

- The bid document shall clearly identify the date and time that the bid is due and the location to which the bid must be delivered, the date and time of any pre-bid meetings and the specifications for the goods or services that will be purchased.
Bids must be submitted to the Procurement Department on the specified date and time.

In cases where the funding source requires it, bids will be opened in a public opening. Prices are read aloud and recorded and an apparent low bidder is identified.

After the bid opening, Procurement staff checks vendor bids for math errors, and creates a bid summary that lists vendor name, price and compliance with submittal requirements.

The Procurement Department will provide the user department copies of bid summaries and/or bid documents for their review along with its analysis of the bids and recommendation of award. The Procurement Department will also provide, for bids of twenty five dollars and over a Contractor Approval Form.

When the user department concurs with the Procurement Department recommendation in a bid situation the lowest responsive bidder is selected. The user department must complete and return the Contractor Selection Approval form to the Procurement Department.

If after discussion, at the highest level in both departments the Procurement Department and User Department, cannot agree on an award decision the decision must be present to President and Chief Executive Officer who will make the final decision.

7.4.3 Evaluation of Formal Bids
In the evaluation of a formal bid the Procurement Department must insure that the lowest responsive and responsible bidder is selected. The Procurement Department utilizes the following steps to insure that the lowest responsive and responsible bidder is selected:

The Procurement Department shall open all bids. Bids are reviewed using any or all of the following steps.

- Check bids for clerical errors
- Compares the products or services offered with those requested in the specification to determine if they are the same or an approved equal
- Prepare a spread sheet of the bid submittal requirements that lists whether these items were included in the submittal
- Reviews bidder submittals to insure that bidders meet the minimum requirements specified in the bid
• Prepare a spread sheet of the bid prices of all bidders
• Analyze the range of bids submitted to determine if there are extreme low bids which may suggest "lo-balling" or bid rigging.
• Check references and other sources for evidence of past performance, good reputation, compliance with municipal requirements.

Where necessary, additional evaluation measures may be utilized to determine the responsibility and responsiveness of bidders.

7.4.3.1 Bid Rigging
CEDA promotes fair competition amongst bidders’ and is proactive in its enforcement against bid rigging. Contractors risk termination and being prohibited from bidding on future CEDA projects if caught.

7.5 Formal Requests for Qualifications and Proposal
The Procurement Manager selects to issue a request for qualifications or proposals when services must be rendered and the qualifications and methodology of the proposer are major determining factors in the contractor selection. Though important, price is not the sole determinant in the contractor selection process resulting from a request for proposal.

7.5.1 Formal Proposal Procedures
Competitive proposals can be solicited in a one, two or three step process depending on the type of procurement method selected. Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) will be publicized using the same method outlined for competitive bids. The Procurement Department will determine the type of process that shall be used. The Procurement Department (in tandem with the user department) will develop solicitation documents that contain instructions on date and time of document submittal, pre-proposal conference (if any), and submittal of questions. Competitive proposal documents must include a detailed listing of the services, performance measures and deliverables that are required. In addition, they must include the criteria on which the proposals will be evaluated. RFQ/Ps will be opened in a non-public opening in the Procurement Department unless otherwise directed by the funding source regulations. Awards will be made to the responsible firm whose proposal, at the sole determination of CEDA, is the most advantageous to the Agency, when price and all other factors are considered.

Once proposals are opened, the Procurement Department will do the will perform any or all of the steps listed below:
• Compare the services offered with those requested in the specification to determine if they are the same as the requested services.
• Prepare a spread sheet of the bid submittal requirements that lists required items that were included in the submittal
• Reviews bidder submittals to insure that bidders meet the minimum requirements specified in the bid
• Prepare a spread sheet of the bid prices of all bidders if applicable
• Check references and other sources for evidence of past performance, good reputation and for compliance with municipal requirements.
• Facilitate the selection of an evaluation team (in addition to user department members this team may include members of other departments or of administrative departments)
• Develop an evaluation tool which the user department may use as a guide to insure that the rationale for the decision is documented and is objective
• Prepare minutes of all meetings and collect sign in sheets from meetings
• Maintain official Procurement records.

7.5.2 Evaluation of Formal Competitive Proposals
CEDA is the sole determinant of the size and composition of the evaluation team. The evaluation team will review the responsive proposals and recommend the proposer that, as result of their review, best meets the requirements of the evaluation criteria.

• An evaluation team, at a minimum will consist of a user department representative and a representative of the Procurement Department.
• Most formal teams include several representatives from the user department, representation from the Accounting department and other interested CEDA staff
• An evaluation team may at the discretion of Executive staff have Executive staff as members.
• An evaluation team may also have two tiers with the first tier being staff from the user department and other disciplines and composition of the second tier of reviewers being management or Executive staff.

7.6 Authorization to Obtain Price Quotations
User departments are not authorized to obtained quotes from vendors for supplies or services without the approval of the Director of Procurement. The only exception to this policy is when it is necessary to obtain one-time speakers, teachers for classes of short duration and in-service- training instructors. In these cases a user departments may obtain quotes and develop agreements for one time professional services whose dollar amount is under $5,000.
7.7 Timely Submission Policy
All requests for competitive solicitations (bids or proposals) include a time, date and location for
submittal to be considered. Bids or proposals that are received after the stated time or date shall be
deemed late. They will be returned unopened to the sender and not considered for contract award. Bids
or proposals that are received at the stated time and date, but are not submitted to the correct location,
will be deemed late and will not be considered for contract award.

SECTION 8 CONTRACTS
8.1 Contract Policy
Contracts are binding agreements between CEDA and a vendor or contractor. They represent an offer
to provide goods and services and an acceptance of that offer. Contracts include; the terms and
conditions under which goods or services will be provided, the responsibilities of the seller and the buyer
and the price that will be paid for those goods or services.

All contracts shall include a statement that the award is contingent upon continuing availability of funds
from the funding source and should include terms for termination.

8.2 Contract Types
The following contract types can be used to formalize agreements with vendors:

- fixed price contracts
- cost reimbursable contracts
- purchase orders
- incentive contracts

The contract type shall be determined by Procurement, but must be appropriate for the particular project
as well promoting the best intent of the program involved.

8.3 Contract Provisions
It is the policy of CEDA to include all of the following provisions, as applicable, in all contracts (including
small purchases where required) with vendors and sub-grants to grantees:

- Equal Employment Opportunity: All contracts shall contain a provision requiring compliance with
  Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by
  Employment Opportunity, and Department of Labor.”
Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c): All contracts and sub-grants in excess of $2,000 for construction or repair awarded by CEDA and its sub-recipients shall contain a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.” This Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. It is the policy of CEDA to report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7): If included in the federal agency’s grant program legislation, all construction contracts of more than $2,000 awarded by CEDA and its sub-recipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors are required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. It is the policy of CEDA to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. CEDA shall also obtain reports from contractors on a weekly basis in order to monitor compliance with the Davis-Bacon Act. CEDA shall report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333): [Where applicable] All contracts awarded by CEDA in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Works Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor is required to compute wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible if the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of
supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and CEDA in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: Contracts and sub-grants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): For all contracts or sub-grants of $100,000 or more, CEDA shall obtain from the contractor or sub-grantee a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Likewise, since each tier provides such certifications to the tier above it, CEDA shall provide such certifications in all situations in which it acts as a sub-recipient of a sub-grant of $100,000 or more.

- Debarment and Suspension (E.O.s 12549 and 12689): For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently $100,000), CEDA shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs.

- Remedies: All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently $100,000) shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances in which a contractor violates or breaches the contract terms.

- Termination: All contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11) (currently $100,000) shall contain suitable provisions for termination by CEDA, including the manner by which termination shall be effected and the basis for settlement. In addition, such
contracts shall describe the conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated due to circumstances beyond the control of the contractor.

8.4 Contracts over $100,000
Contracts in excess of $100,000 shall contain contractual provisions that allow for administrative, contractual and legal remedies, and such remedial actions as may be appropriate to provide for instances in which contractor violates or breaches the contract terms.

8.5 Construction Projects in Excess of $100,000
It is the policy of CEDA to require all Construction Contractors that participate on projects that receive in excess of $100,000 to provide any or all of the following:

- A "bid guarantee" from each bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, letter of credit or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

- A performance bond on the part of the contractor/vendor, the amount is determined by the scope of the project. A “performance bond” is executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

- A payment bond on the part of the contractor, the amount is determined by the scope of the project. A “payment bond” is executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

- Bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, “Surety Companies Doing Business with the United States.”

CEDA at its sole discretion, when it considers it to be in the best interest of the agency, may include the above listed terms, conditions or clauses in any bid or Request for Proposal document regardless of the anticipated value of the contract that will ensue.

8.6 Negotiated Contracts
It is the policy of CEDA that all negotiated contracts, funded by the Dept of Health and Human Services, of $100,000 or more shall include a provision to the effect that CEDA, the HHS awarding agency, the U.S. Controller General, or any of their duly authorized representatives, shall have access to any books,
documents, papers and records of the contractor which are directly pertinent to a specific program for
the purpose of making audits, examinations, excerpts and transcriptions.

8.7 Purchase Orders as Contracts
A purchase order (PO) is the agreement between CEDA and the vendor, for the purchase of goods,
where one delivery is anticipated, or where there are reoccurring non-professional services (i.e. garbage
pick-up). It can be issued in the case of Facilities work when a more extensive contract is not needed
or in the case of an emergency purchase. For these purchases, the PO represents the entire
agreement. In such cases, the Procurement Department is responsible for determining that required
competition has been satisfied and performance requirements are simply stated.

A purchase order is also issued after a contract or written agreement has been executed. Where the
dollar value exceeds $25,000, a formal written agreement must be executed prior to the issuance of a
Purchase Order. Where a written agreement exists, the purchase order functions as:

- An authorization to proceed with the work or the shipment of goods
- A verification of the availability of funds
- A verification of delivery or performance instructions
- Verification, by the Procurement Department, that competitive requirements have been
  satisfied
- Documentation of the date of initial order
- Documentation of the date that the item(s) or service(s) is/are needed

8.8 Contract Extensions
Should the Procurement Department initiate the solicitation or contractual extension a notification should
be sent to the Director of the user department requesting their approval, the dollar amount budgeted
and the account number to fund the project. A contract extension will only be considered if
vendors/contractors have not exceeded the available number of extensions and the user department is
mutually agreeing to the extension. Vendor evaluations will also be taken into consideration before an
extension is offered.
8.9 Contract Routing and Signing Procedures
Contracts or agreements are issued by the Procurement Department once a lowest responsive and responsible bidder or a qualified proposer is identified. All contracts must include both the offer by CEDA and the acceptance by the vendor or contractor. In addition, contracts must define the consideration (what is being done for what dollar amount); the mutual obligation of the agency and the vendor; the legality of purpose; the terms and performance standards, the legal right of the parties to enter into the agreement and the basis for termination.

Formal Agreements (or contracts) are prepared by the Procurement Department once a lowest responsive and responsible bidder or a qualified proposer is identified. All contracts must include both the offer by CEDA and the acceptance by the vendor or contractor. In addition, contracts must define the consideration (what is being done for what dollar amount); the mutual obligation of the agency and the vendor; the legality of purpose; the terms and performance standards, the legal right of the parties to enter into the agreement and the basis for termination.

Once these purchases have been subjected to competition and a low bidder or successful proposer is identified, the Procurement Department will begin the development of a contract between that vendor and CEDA. The basis of the contract is the vendor’s response to the scope of work outlined in the bid or proposal and any additional requirements of the user department.

The Procurement Department will use contract format included in Exhibit 2 and it will incorporate the scope of services, and the vendor’s cost proposal into the Agreement. The user department will be asked to review the agreement by the Procurement staff. Once a user approves the contract draft, two copies will be forwarded to the vendor for signature. Vendor will return both copies to the Procurement Department. It will then attach the Sign off Cover Sheet for Fiscal Agreements and Contracts will be routed for signature by the Contract Manager. Signatories include the project originator, Procurement Director, Chief Financial Officer, Vice-President/Executive Vice-President and President/CEO. All agreements binding CEDA must be signed by the President/CEO. When all required signatures have been obtained, the Contract Manager will assign a contract number and keep the original on file. A fully executed copy will be returned to the user department and to the vendor after which the vendor can begin work.

8.10 Service Agreements of $5000 or Less
An agreement for services whose dollar amount is $5,000 or less for the total contract period may be initiated by the user department or procurement. This type of agreement is used when it is necessary to define the performance standards for a consultant engagement of short duration, examples of which include:
• One-time training

• Seminar speakers

• Persons teaching classes for CEDA of short duration

• Small dollar amount service agreements i.e. garbage pick-up, grease trap cleaning etc.

Such agreements must be fixed price contracts and care must be taken to insure that there are no hidden fees or provisions that will cause the cost of the services to exceed the $5,000 maximum. The President/Chief Executive Officer must execute these agreements. An agreement shall consist of the Sign Off Cover Sheet for Fiscal Agreements (EXHIBIT 3), CEDA Contractual Agreement for Business or Individuals (EXHIBIT 5A or 5B) Contractor’s resume and an executed Contractor’s Affidavit (EXHIBIT 6).

User departments may initiate these agreements and obtain signatures from both the vendor. Agreements must then be forwarded to Procurement to obtain review, approval and routing. The Procurement Department, after assigning a contract number, will forward copies to the user department and to the vendor.

**8.11 Vendor Contract Form**
Although CEDA prefers to use its own contract form, occasionally it is more expedient to use the contract document submitted by the vendor. Examples of such cases include but are not limited to, agreements with; hotels, restaurants or exhibition centers, software companies, and others. In such cases the Procurement department must review carefully the contract terms and conditions including indemnity clauses and insurance provisions, to insure that they provide adequate protections to the agency. Where necessary procurement with ask legal counsel to review the documents for interpretation of clause, protection of CEDA or general legality.

**8.12 Exception Reports**
From time to time CEDA will enter into an agreement that does not follow Procurement policies or procedures. The impact of such behavior may place the agency out of compliance with funding agency requirements or may lead to the commitment of the agency to an unbudgeted purchase or a purchase that is not in its best interest.
The Procurement Department will take note of such practices through an Exception Report. This report will become a part of the contract file and will be sent to the program Department Head and Vice President for that program. A copy of the Exception Report is included as EXHIBIT 8 of this document.
**SECTION 9 SOURCES OF SUPPLY** New vendor sourcing and market awareness is an important part of the Procurement Department’s job. Competition is required even at low dollar thresholds therefore it is important to maximize the opportunity for vendors or contractors that have not done business with CEDA to do business with the agency.

**9.1 Bidders List**

It is the policy of CEDA that the Procurement Department has the final responsibility for developing and maintaining a viable bidders list for all goods and services that it purchases. The Procurement Department when identifying sources of supply, considers the best interests of the departments it serves and simultaneously creates and maintains good vendor relations.

Procurement maintains a viable bidders list for the following purposes:

- To notify the broadest possible range of qualified bidders for each contract opportunity including bon-fide minority and women owned business enterprises.
- To insure that companies interested in doing business with the Agency receive an opportunity to compete for that business.
- To develop and maintain competition and to obtain the quality and quantity of items needed by a user department under the most favorable terms available.
- To buy from the vendor or vendors nearest to the point of use, other considerations being equal.

**9.1.1 Sourcing and Market Evaluation**

When adequate bidder’s lists are not available and use of pre-qualified contractors is not required, Procurement staff must seek new sources of supply. In such cases, Procurement staff will take the following steps prior to the issuance of the solicitation document:

- Contact trade or professional associations asking them (1) to identify any individuals that they are aware of that may wish to bid on the solicitation and (2) to post solicitation when it is provided on web site, or in professional journals or newsletters.
- Contact agencies or organizations specializing in identifying specific type of vendors, i.e. minority, female, disadvantaged etc.
- Review telephone business listings and internet listings to identify companies in the targeted commodity group.
- Contact municipal, State, County, or Federal procurement departments to request that they share their bidders list in the targeted commodity.

If the solicitation is a large one and many new sources are sought, an outreach event, such as a seminar etc. can be held to inform that commodity group of the upcoming solicitation.
Once the solicitation is issued, Pre-bid or Pre-Proposal conferences are also used to encourage companies to bid, by insuring that they fully understand the requirements listed in the solicitation documents.

Procurement staff must also keep abreast of the market place through updating their information with trade journals and magazines, procurement magazines.

9.2 Minority, Women and Small Business Development
CEDA wishes to provide maximum opportunity to all qualified and bona fide minority business enterprises (MBEs), women business enterprises (WBEs), disadvantaged business enterprises (DBEs) and to small businesses to participate fully in the provision of goods and services to CEDA. CEDA prohibits discrimination against any person or business in pursuit of these opportunities on the basis of race, color, national origin, religion, sex, age, sexual orientation, handicap or veteran status. It is CEDA’s intention to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination. Positive efforts shall be made by CEDA to utilize small business, disabled, women and minority owned business sources of supplies and services. Small businesses, minority-owned firms and women's business enterprises will be given preference for purchases whenever possible. Information will be made available to these firms to encourage their participation in the agency’s purchasing functions. When contracting for goods and services, preference will be given to contractors who subcontract with small businesses, minority-owned firms and women's business enterprises. Assistance from the Small Business Administration and the Minority Business Development Agency will be requested when necessary for the solicitation and utilization of small business and minority-owned firms and women's business enterprises.

Required participation (if any) of these businesses will be listed in each solicitation. Bidder must clearly specify the levels and percentages of participation in his/her response (EXHIBIT 11).

In an effort to provide the maximum opportunity for participation CEDA performs the following tasks:

- Obtain listings from Federal, municipal and private certifying agencies of certified minority owned, and women-owned small and disadvantaged businesses.
- Utilize this listing for sourcing of the various commodities and services purchased by CEDA.
- Perform the following activities in its efforts to identify and utilize more M/WBEs and small and disadvantaged potential vendors.
- Advertisement newspapers targeted to special populations
- Notifying City, State and Federal and private vendor assistance agencies of the bid or proposal opportunity.
- Participation business trade shows etc. that showcase this population.

9.3 Vendor Pre-Qualification
It is the policy of CEDA to develop and maintain pre-qualified vendor pools when commodity strategies require it. These pools are lists of vendors that have met CEDA qualifications standards for the
particular commodity group. Pre-qualified vendor pools are utilized to provide contractors for maintenance and repair work for CEDA sites and facilities. The purchase of services for these commodity groups is competed only among qualified contractors within the pool. CEDA invites interested vendors to submit qualification documents no less than annually, but more often if required. These documents include demographic information, work history, references Dunne and Bradstreet reports and certifications or credentials of staff.

9.4 Commodities Not Covered By a Pre-Qualified List
Commodities not covered by a pre-qualified listing are competed among any vendor that responds. Responses must include submittals and information requested in the solicitation.

Vendors that do not meet the quality standards will not have met the “responsibility” standard and cannot be considered for the contract award.

9.5 Vendor/Contractor Selection for Special Programs
Occasionally a user department must select a vendor to provide a specialized service that is anticipated to cost less than $5,000. These services include:

- one-time training
- Seminar speakers
- Persons teaching classes for CEDA of short duration

In such case, user departments will make their selection based on the expertise of the candidate to perform the specific services and the reasonableness of the cost requested by the potential contactors.

9.6 Contract Administration
The user departments shall have the primary responsibility for the administration of vendor contracts and the monitoring contractor performance during the life of a contract. The user department shall evaluate vendor contract compliance monthly or at periods specified within the contract. The user department’s approval of contractor invoices signifies the user department’s agreement that the contractor has performed in compliance with the terms, conditions and specifications of its contract and that specified deliverables have been provided for the invoiced period. The user department must also request status reports from the providers of professional services showing their progress towards the state outcomes.

The user department is responsible for lodging a complaint with the vendor if vendor fails to meet the terms, conditions, specifications or required deliverables of its contract, including but not limited to: failing to deliver on time, provision of an inferior product or service, establishment of a pattern of poor response time or workmanship.
Contractor performance may be reviewed at any time during the life of the contract. It must be reviewed at contract completion. At the end of a contract period, departmental contract administrators must complete the Contractor Performance and Evaluation Form (Exhibit 7) in this manual. The Contractor Performance and Evaluation Form should also be completed for a contract of any dollar amount. The contract administrator must forward this form to the Director of Procurement for inclusion in the vendor file. (This form should be used in addition to the user department’s internal contract evaluation process). If this is a problem notification, the Procurement Department will contact the contract administrator to begin problem resolution.

Each department is fully responsible for documenting any vendor performance problems and complaints to the vendor by the department and for notifying the Procurement Director of these problems.

The Procurement Director, when notified, will provide assistance to the department in monitoring contract performance, and will provide guidance to the department in their efforts to evaluate and document vendor performance.

Should problems of vendor performance meet unsuccessful attempts to achieve favorable resolution the Procurement Director may initiate the punitive actions or sanctions defined in the contract between CEDA and the contractor. These actions may include contract cancellation and debarment from participation on future CEDA contracts.
SECTION 10 VENDOR RELATIONS AND EVALUATION

CEDA employees, officers, and agents shall maintain an objective and professional attitude in dealing with vendors and potential vendors. CEDA employees, officers, and agents shall make purchases in the best interests of the agency, its program, and its clients.

Employees must always respect their commitments to vendors and neither expresses nor implies performance which they cannot reasonably expect to fulfill. They are expected to be prompt and business-like in their appointments. Recognizing that permanent business relations can be maintained only in an atmosphere of honesty and fair dealing they must avoid misrepresentation and sharp or discourteous behavior toward vendors.

Employees must take care to avoid statements tending to injure or discredit a legitimate competitor, and not to divulge information acquired in confidence with the intent of giving or receiving an unfair advantage in a competitive business transaction.

10.1 Vendor Evaluation
User departments shall evaluate performance at the completion of a vendor or contractors contract period, copies of the evaluation will be forwarded to Procurement. Problems with performance, deliveries etc must also be documented throughout the life of the contract. Vendor evaluations will assist in determining contract extensions or provide cause for termination. (See EXHIBIT 7-Vendor Evaluation and Checklist)

10.2 Vendor Appeal and Protests
Unsuccessful bidders shall have (5) five calendar days from the date of notification of the contract award to file a written protest with CEDA, Office of the President/CEO. The written protest shall include reason(s) for the protest with supporting documentation where appropriate.

Appeal/Protest Procedures that are required by federal/state program funding sources shall take precedent where applicable. The President/CEO or her designee shall conduct a review of all information/documents submitted by the bidder, and shall take other steps as deemed necessary for a fair and impartial process of review. The President/CEO will render a final decision, which shall be binding and without additional appeal rights.

All Protests of Contract Awards Procedures will be included as part of the IFB, RFP or RFQ documents as Appendix(s). All bidders will be required to sign an acknowledgement form of receipt and understanding of the Appeal/Protest Procedures, which will accompany each bid submitted to CEDA. CEDA can continue to make purchases from the selected bidder pending the outcome of the protest. Such purchases shall be no more than the amount of goods or services necessary to maintain program operations.
SECTION 11 PURCHASING

CEDA utilizes the ProcureIt system to make day-to-day purchases. **Section 11.1 Requisitioning Procedures**

Once a vendor is selected (and a contract issued if required) user departments must prepare an electronic purchase requisition using the Procure-It software.

Only persons authorized by the user department’s program Director or Vice President and approved by the Procurement department can enter requisitions into Procure-it.

Requisitioners must enter ordering information that is concise, detailed, precise, and understandable by all interested parties (users, vendors, procurement, funding source, etc.). It must include product numbers when appropriate. Quantities, dimensions, colors, delivery information, contact person, etc. are all essential details and must be clearly listed. Unclear requests will delay the procurement process and increase the risk of errors. Requisitions for goods purchased from vendor Catalogs, should include stock/ code numbers along with the description. Requisitions for services reference drawings or additional narrative if necessary. These drawings or narrative information should be forwarded to the Procurement department for attachment to the final Purchase order.

Regardless of the contract period, requisitions funded by grant money should be written for a maximum of one fiscal (program year) and should not be written with periods that cross program years. Funding is only committed by the funding sources for one program year, therefore cannot commit expenditures past the time of the funding.

Where necessary samples of what is to be purchased should be uploaded to the purchase requisition or sent electronically to the Procurement. Procurement we insure that all bidders have access to the samples prior to submitting a bid.

Requisitions for business cards must be accompanied by the CEDA Business Card Order Form (EXHIBIT 4). This form must be completed with the exact information that should be included on the business card. A current business card can be attached. It will however only be used for formatting. Content of the business card will be taken from the order form.

11.2 Requisition Approval
Approval of a Procure-It requisition means that the individual that is responsible for committing
departmental funds and managing departmental budgets has authorized the purchase requested on the
requisition. The approver’s release of the requisition means that they have determined that this
purchase is necessary for the operation of their department, that this purchase is an allowed cost under
their department’s funding requirements, and that this purchase is being requested from the correct
budget line and object code as is defined in the department’s spending plan.

11.3 Approval Hierarchy
Program Directors are authorized to approve purchase requisitions for goods and services ordered by
their departments. In some cases there may be multiple levels of approval. With such cases the
requisition will route to Approver #1 for approval and when approval has been given the request will the
route to Approver #2. If approval is declined by Approver #1 the requisition will be cancelled.
Should Program Directors enter a requisition for goods or services the requisition will then route for
approval to the Executive Level staff member that is responsible for their department.

Requisitions entered by the Vice Presidents or Chief Financial Officer will route to the CEO for approval.

11.4 Special Routings
From time to time departments must fund activities from dollars that are not in their span of control. In
addition, some purchases require a technical review by the IT department to insure that the purchase is
in line with the Agency wide technical strategic plan. In such cases, requisitions are routed to the
appropriate persons via the “category drop down box” on the free form requisition. This box allows
users to select a designated routing scheme (ex. Administration, CSBG) or a piece of computer
equipment (which automatically routes to the IT department).
11.5 Budget Checking
Automatic budget checking is provided to requisitions. Requisitions will fail if the amount entered on the requisition exceeds the amount budgeted for that line item. The budget line item must be increased prior to a requisition being accepted by the system.

11.6 Computers and Peripherals
All computers, computer equipment and peripherals, including but not limited to processors, printers, monitors, mice, software, and any services related to the maintenance of these computers, including consultants, must reviewed by the IT department prior to an order being placed with a vendor. In cases of computer purchases specification must be obtained by the IT department before the order will be placed.

11.7 Purchase Orders Creation Process
Procurement will review online requisitions to determine:

- If appropriate competition has been obtained
- If dollar amounts requires and executed contract.
- If so has a contract been executed?
- If account coding is correct
- If specifications are clear
- Procurement will approve the online requisitions and create a purchase order. (Exhibit 2)
- Incorrect requisitions will be rejected. The rejection process routes the requisition back to the user. Procurement will include notes that will detail required changes.
- Correct Purchase Orders will be placed with the vendor through fax or email.
- Procurement Staff will email a copy of all POs to the Accounts Payable and user departments. Purchase Orders for equipment or furnishings with a price of $3,000 or more or for computer equipment with a value of $250 or more shall be forwarded to the fixed assets accountant in the Finance Department. Copies of Purchase orders are also routed to the assistant Facilities Coordinator to record receipt in the Procure-It system.
11.8 Receipt of Goods or Services
The receipt of goods is verified by the Office Service Clerk at the Central Office or the staff person receiving the goods at the user department.

- Verification requires a signed packing slip or approval of receipt via email.

  Email receipt is completed when a scan copy of the signed packing slip/receipt and a PO copy with “Okay to Pay” written on email to Office Services or the assigned program person.

11.8.1 Failure to Receive Goods or Problems with the Receipt of Goods
All complaints or questions regarding any orders are to be directed to the Procurement staff at Central Office. This is especially important where return of goods is required. Under no circumstances should the vendor be directly contacted by the user.

SECTION 11 FACILITIES RELATED REQUEST

12.1 Routine or Emergency Services for Facilities
CEDA Procurement has a pre-qualified vendor/contractor pool that was created from contractors responding to the prequalification RFQ process which is conducted at a minimum annually. Formal solicitations are not required when using contractors from the qualified vendor/contractor pool since these contractors have already been subjected to a formal selection process. The Routine and Emergency Services Pool is primarily utilized by the CEDA Facilities Department when the selection of a contractor is necessary.

- CEDA Facilities contacts the Procurement Department to advise them that quotes are needed. CEDA Facilities provides procurement staff with the specifications required for the completion of the task and the names of contractors that they recommend from the qualified vendor pool.
- If there are less than three pre-qualified vendors in a stated area then the Procurement department shall notify companies outside of the pre-qualified vendor pool.
- In such cases the Facilities Manager may identify contractors that have not been prequalified to offer quotes on the stated project.
- The Procurement Department completes a form entitled Invitation to Provide Quotations (IFQ), Exhibit 1, which is a one-page specification document.
- This document is forwarded to a minimum of six contractors from the pre-qualified vendor/contractor pool for pricing price quotations (quotes).
- Once obtained, the quote will be returned to the buyer in the Procurement department that originated the request.
- Procurement will notify the user department of the apparent lowest, responsive and responsible bidder.
The user department, if they concur with the Procurement department recommendation, will enter an on line requisition using the vendor and pricing on the accepted quotation.

Procurement must attach copies of the vendor quotations to the purchase order issued to the lowest responsive bidder. These documents are maintained in the purchase order file.

Occasionally there are no contractors in the pre-qualified pool that provide a required service. In this case, quotes are obtained from contractors outside of the pool which have been sourced by Procurement or Facilities. Non-vendor pool contractors are encouraged to respond to the next RFQ for contractors so that they will have an opportunity to respond to every quote in their area of expertise.

If the user department does not wish to use the apparent lowest, responsive bidder, they will notify the Procurement department at which time the Procurement department will evaluate their rationale to insure that procurement policy and funding source guidelines will not be breached and discuss with the user department until concurrence is reached.

12.2 Emergency Situations
Emergencies are defined as unexpected events that require immediate attention (i.e. plumbing failure, utility interruption, board up services, heating or air conditioning failures etc.). Emergency purchases are situations that negatively impact the health and/or safety of CEDA’s employees or clients. It should be noted that in emergencies of health and safety the appropriate authorities should be called immediately, even prior to contacting CEDA. So for example, if there is an odor of gas, the gas company should be immediately contacted or in the case of a break-in, the police department should be contacted prior to contacting CEDA.

The procedure listed below is used when the urgency of the event requires immediate service.
Emergency situations should be addressed in the following manner:

12.2.1 Non-Head Start Locations
- User department should contact CEDA Facilities Department (CEDA Facilities) with an assessment of the situation (i.e. smell of gas, no water, etc.).
- The Procurement Department, in conjunction with Facilities and the user department will select a vendor through soliciting telephone quotes. The vendors’ ability to respond immediately, past performance and price will determine vendor selection.
- CEDA facilities will instruct user department to enter a Purchase Requisition for an estimated amount from $250.01 to $500.01.
• A requisition will be entered and approved by the User department. The requisition will route to a specified member of the procurement staff who will convert it to a Purchase Order. Procurement will forward the PO to the Facilities department.
• Facilities will note the job on its tracking sheet and forward the PO to the vendor.
• CEDA Facilities will dispatch the selected vendor to the location and instruct the vendor to assess the situation, make whatever repairs or adjustments that are necessary to insure that the situation is made safe for staff and clients. The vendor must the provide pricing if additional parts and repairs are necessary to restore the area to fully functional working order.
• CEDA Facilities remains in contact with the vendor during the course of the repair until repair completion. If the contractor has determined that additional repair work is needed the vendor must notify CEDA facilities. Facilities staff contacts the user department and apprises them of the price of the emergency repair and the price of additional repairs. The user department must enter a requisition covering the cost of the initial repair (if it exceeded the estimate). If the user department determines that they wish to proceed with the recommended repair, their requisition should cover that amount also. Instructions should include directions to provide separate invoices for each service provided that corresponds to each purchase order issued.
• Vendor submits invoice to the CEDA Accounts Payable department which will request user department approval for the invoice(s).

CEDA Facilities will follow-up with the user department to insure that the quality of the work was satisfactory. On major jobs or complex installations, CEDA Facilities staff will be on site during work or will inspect the job at completion to insure that the terms and conditions of the Purchase Order are satisfied. 12.2.2 Head Start Locations

The Head Start facility will notify the Assistant Vice President of Children’s Services (Assistant VP) or in their absence, the Executive Assistant to the Vice President of Children’s Services of the problem. The assistant VP or his/her designate will notify the CEDA Facilities Department. CEDA Facilities will follow Steps for non-Head Start Emergency Services.

SECTION 13 TRAINING

The Procurement Staff provides training on acceptable procurement methods and changes to procedures as necessary by participating in the in-service training activities of various programs and departments. Also, as Procurement policies and procedures are revised, staff is advised through email communications.

Individual training is provided on the automated system when new users are added.
SECTION 14: Partnership Agreements/Contracts

Programs are responsible for working with Procurement on any Partnership or Contract Agreements. All procurement documents must be kept filed and under lock.
EXHIBIT 1

THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK CEDA, INC.

Procurement Department
208 S. LaSalle Street, Suite #1900
Chicago, Illinois 60604-1001
(312) 795-8871
EMAIL: echris@cedaorg.net

SUBMISSION INFORMATION
REQUEST FOR QUOTES: #05022012Quote
DUE DATE: May 8, 2012
TIME: 5:00 p.m. Local time
LOCATION: Procurement Department

SUPPLY 1 ORIGINAL AND 1 COPY OF THE QUOTE
ISSUANCE DATE: May 3, 2012

REQUEST FOR QUOTES

COMPANY NAME:
ADDRESS:
CITY, STATE, ZIP CODE:

Window Treatment

Oak Lawn WIC
5535 W. 87th Street
Oak Lawn, IL  60453

Scope of Services

• number of shades will be 11; 5 with an R.O. of 5’ x 10’ and 6 with an R.O. of 4’ X 7’
• material to be used is sheer weave window shades in the 3% openness
• be black
• should include an aluminum fascia, also in black
• mountings should be on clutch rollers
• classification is NFPA 701-2004 TM #1; thickness is .0283 in.

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<th>Site</th>
<th>Materials</th>
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<td>Oak Lawn WIC</td>
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Please make an appointment with Michelle Ward at 312-498-4228 to visit the site. It is mandatory that each vendor visit the site, otherwise their quote will not be considered. Each quote must be submitted and returned on this form. Also include a copy of your Certificate of Good Standing or Certificate of Existence. Please deliver by hand or U.S. mail in a sealed envelope with the specification number and due date specified on the outside of the envelope. Please return your RFQ to:

CEDA Receptionist
208 S. LaSalle, Suite 1900
Chicago, IL  60604
Attn: Ellen Christopher
Procurement Coordinator

Quotes may also be emailed to echris@cedaorg.net. Any emailed quotes must be scanned so that the information being submitted above and below are legible. Quotes must be received by 5:00 pm, May 8, 2012.

Authorized Signature:______________________________________  Company Name:  ______________________________

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EXHIBIT 2

Contract Number – Vendor

AGREEMENT

THIS AGREEMENT made and entered into as of DATE, YEAR by and between the Community and Economic Development Association of Cook County, Inc. (hereinafter referred to as “CEDA”), and School Health Corporation (hereinafter referred to as Vendor).

RECITALS

The Community and Economic Development Association of Cook County Inc. (CEDA) is a community action agency for Cook County. It provides economic development and human service programs to address the needs of county residents and the underlying conditions which cause those needs. CEDA provides a variety of services in Cook County including but not limited to WIC, Emergency Services for Homeless and Nearly Homeless individuals, Housing Services and Economic Development, Head Start and Early Head Start.

CEDA wishes to purchase educational and program supplies for its various Head Start sites that are located throughout the Cook County area.

WHEREAS Vendor located at Vendor Address, City, State, Zip is willing to provide these services set forth in accordance with the Scope of Services which is referenced in Exhibit A of this document. NOW THEREFORE, in consideration of the promises contained herein and other valuable consideration, receipt of which is hereby acknowledged, the parties therefore agree as follows:

1. DURATION

Subject to the applicable termination provisions contained in Section 14 below, this AGREEMENT shall remain in effect from CONTRACT PERIOD. This contract includes two (2) optional one (1) year extensions to be exercised at the mutual agreement of CEDA and Vendor. All awards are contingent on the availability of Federal funds for this program. Should there be a reduction in funding; CEDA reserves the right to cancel this contract with a 30-day written notice.

2. SCOPE OF WORK

See Exhibit A for the Scope of Services.

3. VENDOR RESPONSIBILITIES

Vendor shall provide educational supplies in accordance with the Scope of Work listed in Exhibit A. Additions to this scope may be made from time to time through revisions to Exhibit A.

4. PROJECT COST and PAYMENT

Vendor will provide school supplies at the cost or percentage of discount over list price as stated in Exhibit A. Orders against this contract will be placed via purchase order as supplies are needed. Vendor shall provide invoices to the CEDA accounts payable department in accordance with their payment term requirements. Vendor shall reference according purchase order number on a numbered invoice. Vendor will submit invoices to CEDA’s Accounts Payable Department, 208 S. LaSalle, Suite 1900, Chicago, IL 60604-1001.
5. **WARRANTY**

If requested, Vendor shall furnish all data pertinent to warranties or guarantees which may apply to supplies used on this project. Vendor shall not limit or exclude any implied warranties. Vendor warrants that any product used on this project shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event a product does not conform to OSHA Standards, where applicable, CEDA may require the Vendor to use a conforming product. If Vendor fails to make the appropriate correction within a reasonable time, CEDA may correct at Vendor's expense.

In the event of any breakage, damage, theft, and/or loss of the equipment, supplies, materials, and/or other items in the building through negligence and/or other inappropriate actions of Vendor or its employees while working on the building’s premises, Vendor shall pay damages to CEDA in the actual amount of such loss.

6. **FEDERAL REQUIREMENTS**


6.2 The Vendor must allow the United States, or any of their duly authorized representatives, access to any books, documents, papers and records of The Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

7. **NON DISCRIMINATION**

Vendor shall not (1) fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his or her compensation, or the term, conditions, or privileges of his employment because of such individual's race, color, religion, sex, age, handicap or national origin, and (2) limit segregate, or classify employees or applicants for employment in any way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age handicap or national origin.

8. **SUBCONTRACTORS**

Vendor agrees that all of these provisions will be incorporated in all agreements entered into with any subcontractors of any tier, in connection with this AGREEMENT.

9. **DEEMED INCLUSION**
Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this AGREEMENT are deemed inserted in the AGREEMENT whether or not they appear in this AGREEMENT, or, upon application by either party, this AGREEMENT will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this AGREEMENT is signed prevent its enforcement.

10. CONFLICTS OF INTEREST
No member of the Board of Directors, officer, employee or agent of CEDA who exercises any functions or responsibilities in connection with the carrying out of the project will have any personal or financial interest, direct or indirect, in the AGREEMENT.

Vendor represents that they presently have no interest and will not acquire any interest, direct or indirect, in the project to which this AGREEMENT pertains which would conflict in any manner or degree with the performance of their work hereunder. Vendor covenants that in their performance of the AGREEMENT, no person having any such interest shall be employed.

11. INSURANCE
Vendor must maintain the minimum levels of coverage required by CEDA and must provide CEDA with certificates evidencing such coverage.

12. INDEMNITY
Vendor shall indemnify, keep and save harmless CEDA, its agents, representatives, officials and employees, against all physical injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (collectively “Liabilities”), which may arise against CEDA to the extent such Liabilities result from the negligence, intentional conduct, or willful misconduct of the company, its employees, agents, representatives, subcontractors or respective employees, agents, or representatives.

Vendor shall, at their own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising from their indemnification obligations hereunder, and, if any judgment shall be rendered against CEDA in any such action, Vendor shall, at his own expense, satisfy and discharge the same.

Vendor expressly understands and agrees that any performance bond or insurance protection required by this AGREEMENT or otherwise provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend CEDA as herein provided.

13. REMEDIES
In the event that Vendor breaches this AGREEMENT, CEDA shall have all remedies available to it under Illinois law.

The parties agree that any suit stemming from this AGREEMENT shall be initiated in the Circuit Court of Cook County, 50 West Washington Street, Chicago, Illinois 60601.

14. TERMINATION
Either party may terminate this AGREEMENT upon giving the other parties thirty (30) days written notice of its intent to terminate the AGREEMENT. Written notice shall be effective when received by the non-terminating parties either by way of facsimile transmission, by messenger delivery or through the United States mail. In the event that any party gives notice of the termination pursuant to this paragraph, the parties shall continue to render their services until the date of termination and shall be paid their
regular compensation up to the date of termination. Should this happen, all parties will provide all reasonable efforts to mitigate damages and prevent unnecessary expenditure of funds.

Without limiting the generality of the foregoing, the following events will constitute breach of contract by the Vendor and will be grounds for termination by CEDA:

a) Failure, on a consistent basis, to provide services outlined in Exhibits A.
b) Failure to provide the services outlined in Exhibits A with a standard of quality and workmanship that is satisfactory to CEDA.

Notwithstanding anything to the contrary, CEDA may terminate this agreement, immediately without giving any notice to the Vendor for the following:

a) Conditions caused by the Vendor exist that are detrimental to the health and safety of CEDA clients or staff at the site being served.
b) The Vendor files for bankruptcy or voluntary or involuntary dissolution.

15. NOTICES
Any notice or other written submission required or permitted shall be directed to the specific person designated below: Communications that are not properly directed to the persons designated shall not be binding. The individuals designated below shall be the only individuals eligible to receive any and all written notice under this Agreement.

CEDA
PROGRAM DIRECTOR
PROGRAM
200 W. Monroe, Suite 2300
Chicago, IL 60604

VENDOR NAME
AUTHORIZED CONTACT
ADDRESS
CITY, STATE ZIP CODE

16. ENTIRE AGREEMENT
This AGREEMENT contains the entire agreement between the parties hereto and the terms of this AGREEMENT are contractual and not a mere recital. This AGREEMENT may not be changed orally.

17. GOVERNING LAW
This AGREEMENT is made and entered into in the State of Illinois, and shall in all respects be interpreted, enforced and governed under the laws of the State of Illinois.

18. BINDING NATURE
The provisions of this AGREEMENT shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

19. AMENDMENT; SUCCESSORS AND ASSIGNS
This AGREEMENT shall not be altered or otherwise amended except pursuant to an instrument in writing signed by the parties affected hereto. Neither party may assign any of its rights, obligations or liabilities arising hereunder without the prior written consent of
the other parties except as otherwise provided herein. Any such assignment shall be null and void.

20. SEVERABILITY
If any provision of this AGREEMENT is determined to be invalid, illegal or unenforceable, the remaining provisions of this AGREEMENT shall remain in full force and effect provided that the economic and legal substance of the transactions contemplated are not affected in any manner materially adverse to any party. In the event of any such adverse determination, the parties hereto agree to negotiate in good faith to modify this AGREEMENT to fulfill as closely as possible the original intent and purposes hereof.

CEDA and Vendor have carefully read the foregoing AGREEMENT and they know and understand the contents hereof and that they sign the same as their own free act and deed. Signatories for CEDA and the Vendor are authorized to bind their respective entities to this agreement.

COMMUNITY & ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC.

Name (Signature)                                             President/CEO
Patricia Doherty-Wildner
Name (Print)                                                  Title (Print)
Date

VENDOR

Name (Signature)                                             Title (Print)

Name (Print)                                                  Date
EXHIBIT A
SCOPE OF SERVICES-Sample

School Health Bid #: 2516176

School Health Corporation will provide a minimum discount of 10% off catalog price on all items purchased and agrees to all of the terms and conditions included in Specification #XXXXXXXXXXRFP.

The following items in the 2012 School Nurse catalog are excluded from a catalog discount:

- Medical Recordkeeping Software and other software products
- Prescription (Rx) products
- Customized Kits
- Products denoted by Exclusive icon
- Current “Special Promotion” items already offered at a discounted price. School Health runs sales throughout the year. The 2012 School Nurse catalog contains numerous promotions denoted by the Special Offer icon. Also look for seasonal savings offered in our Spring and Back-to-School flyers.

The following capital equipment products are excluded from your standard catalog discount. These items may require special setup, in-service education, and may have varying freight costs due to weight. Please call us for special discounts on these products. In some cases, the discount on these items may be greater than your standard discount:

- Furniture items and Appliances listed
- Vision and Hearing screening equipment
- Automated External Defibrillators (AED’s)

Ordering Instructions:

- No minimum order amount required
- Free Shipping and handling
- Payment terms are Net 30

Delivery Instructions:

Quoted prices include delivery to your destination only. This does not include placing, unpacking, or clean-up. Dock Delivery only.

Dock delivery only. Please note that if any order resulting from this bid is shipped via freight (not UPS) it will be delivered to your loading dock only. Any freight delivery beyond the inside loading dock will incur an inside delivery cost to you, which may vary per shipment. If you have any questions involving this charge, please call our customer service care department for clarification.

- Estimated delivery time for UPS is 1 to 3 days after the order is received.
- Estimated delivery time for freight is 2 to 4 days after the order id received.
- Estimated delivery time for drop shipped items is 3 to 5 weeks after the order is received.
**EXHIBIT 3**

**SELECTION PROCESS (Procurement only)**

- [ ] Informal Quotation
  - Number of Quotes Received
  - Evaluation Attached
- [ ] Formal Bid
  - Number of Bids Received
  - Evaluation Attached
- [ ] RFQ/P
  - Number of Responses Received
  - Evaluation Attached
- [ ] Sole Source
  - Justification Attached
  - Y N

**CHECK TYPE AGREEMENT**

- [x] New Contract
  - Delegate Agency Agreement
  - Contract / Extension

**Department:**

- [ ] Contract Renewal
  - Account Code
- [x] Total Cost Not To Exceed
  - Length of Contract

**LEASE AGREEMENT**

- [ ] Equipment
  - Finance and Appropriations
  - Date Approved:
- [ ] Renewal (Explanation)
  - CEDA Board of Directors
- [ ] Space
  - Date Approved:
- [ ] Other (Specify)
  - Date Approved:

**Name of Contractor(s) Covered by this Sheet**

**INDICATE DISPOSITION, SIGN, DATE, AND FORWARD**

<table>
<thead>
<tr>
<th>Title</th>
<th>Name (Print)</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator / Program Director</td>
<td>Approved</td>
<td>Yes (Circle One)</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>Approved</td>
<td>Yes (Circle One)</td>
</tr>
<tr>
<td>Accounting</td>
<td>Approved (over $5,000)</td>
<td>Yes (Circle One)</td>
</tr>
<tr>
<td>Vice President</td>
<td>Approved</td>
<td>Yes (Circle One)</td>
</tr>
<tr>
<td>President/CEO</td>
<td>Approved</td>
<td>Yes (Circle One)</td>
</tr>
</tbody>
</table>

Upon signing please return to **Raymond Adams** in Procurement

*Only contracts with vendors need to be routed to the Procurement Director*
EXHIBIT 4

BUSINESS CARD FORM

*FOR PROPER PRINTING OF BUSINESS CARDS, PLEASE FILL IN ALL INFORMATION*

NAME: ______________________________________________

TITLE: ______________________________________________

ADDRESS: __________________________________________

EMAIL: ______________________________________________

PHONE: (_____)_____________  FAX: (_____)_____________

CELL: (_____)_____________

ADDITIONAL INFO: ____________________________________

____________________________________________________
CONTRACTUAL AGREEMENT

This document is an agreement between:

THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA)
208 SOUTH LASALLE STREET, SUITE 1900

CHICAGO, ILLINOIS 60604

AND

Name:

Fed. I.D. No. (FEIN)

Address:

City: ____________________________ State: ____________________________

This Agreement is for the period ___________ ________ ____________ (Date)

Name: ____________________________ Agrees to: ____________________________

The Community and Economic Development Association of Cook County, Inc. agrees to:

________________________________________________________________________

Attachments and/or enclosures to this agreement are listed as description of services to be provided:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Signature for PROVIDER ____________________________ Signature for CEDA ____________________________

Title ____________________________ Title ____________________________

Date ____________________________ Date ____________________________
EXHIBIT 5B

(for Individuals)

CONTRACTUAL AGREEMENT

This document is an agreement between:

THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC. (CEDA)
208 SOUTH LASALLE STREET, SUITE 1900
CHICAGO, ILLINOIS 60604

AND

Name:
Social Security Number
Address:
City: State: Zip Code:

This Agreement is for the period

                                          (Date)

Name: Agrees to:

The Community and Economic Development Association of Cook County, Inc. agrees to:

Amount $ Other:

Attachments and/or enclosures to this agreement are listed as description of workshop and personal data:

Signature for PROVIDER  Signature for CEDA
Title: Title:
Date: Date:
CONTRACTOR'S AFFIDAVIT

Contractor Name

Contractor Address

Contractor Telephone Number

Instructions:
FOR USE WITH ALL CONTRACTS. Every Contractor submitting a bid/proposal to CEDA must complete this Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event the Contractor is unable to certify any of the statements contained herein, the Contractor must contact CEDA and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Proposer set forth above, that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Affidavit and attachments hereto are true and accurate.

The Contractor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit.

Company Name

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title
All bidders/proposers/contractors shall provide the following information with their bid/proposal/contract. Complete all blanks by entering the requested information, or, if the question is not applicable, answer with "N/A". If the answer is other, please identify.

1. Date of application: ________________________________________________________________

2. Company: ________________________________________________________________________

3. Parent Company: __________________________________________________________________

4. Contact Name: ___________________________________________________________________

5. Street Address: ____________________________________________________________________

6. Mailing Address [if different]: _________________________________________________________

7. Telephone (1): ____________________________________________________________________

8. Telephone (2): ____________________________________________________________________

9. Fax Number: _____________________________________________________________________

10. Website Address: __________________________________________________________________

11. E-mail Address (include name): _______________________________________________________

12. Employer’s Federal ID# / Social Security #: _____________________________________________

13. DUNS #: _________________________________________________________________________

Contractor is a    [  ] Corporation    [  ] Sole Proprietor
                  [  ] Partnership    [  ] Not-For-Profit
                  [  ] Joint Venture    [  ] LLC

Date Business Started: _________________________________________________________________

SECTION 1. For Profit Corporations, Limited Liability Corporations, or Not-For-Profit Corporations

a. Incorporated in ____________________________

b. Authorized to do business in the State of Illinois    [  ] Yes    [  ] No

c. Names of all officers and directors of corporation (or attach a list)

Name & Title

____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________
____________________________________________________________________________________


SECTION 2. Partnership

If the bidder/proposer is a partnership, indicate the name of each partner or attach a list and the percentage of interest of each therein.

<table>
<thead>
<tr>
<th>Name of Partners</th>
<th>Percentage of Interest</th>
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</tbody>
</table>

SECTION 3. Sole Proprietorships

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity on behalf of any beneficiary:
   [ ] Yes   [ ] No   If "No," complete items b and c.

b. If the sole proprietorship is held by an agent(s) or a nominee, indicate the principle(s) for whom the agent or nominee holds such interest.

   Name(s)
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________

   c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

   __________________________________________________________
   __________________________________________________________

SECTION 4. Certification Regarding Suspension and Disbarment

The contractor certifies to the best of its knowledge and belief, that it and its principles are not presently debarred, suspended, proposed for debarment, ineligible or voluntarily excluded from transactions by any Federal, State or local government agency and have not within a (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, a violation of Federal or State antitrust statues, or the commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Further, contractor certifies it is 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 Section 2(a) above, and have not within a (3) year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.
SECTION 5. Verification

Under penalty of perjury, I certify that I am authorized to execute this Contractor’s Affidavit on behalf of the Contractor set forth on this page, that I have personal knowledge of all the certifications made herein and that the same are true.

___________________________________   ________________________________
Signature of President or Authorized Officer   Title

___________________________________
Date

NOTARY PUBLIC

STATE OF ________________________, CEDA OF ____________________________,ss.:

On this day, personally appeared before me

___________________________________

to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

this__________ day of ____________________________, ________________.

Notary Signature: ____________________________________________

Notary Public in and for the State of ________________.

My commission expires ________________________.

AFFIX NOTARY
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Officer Signature

Title

Organization
EXHIBIT 7

VENDOR EVALUATION FORM

USER DEPARTMENT________________________________________

DEPARTMENT CONTACT________________________________________

VENDOR NAME________________________________________

PRODUCTS/SERVICE(S) PROVIDED________________________________________

NUMBER of DAYS (per week) SERVICES PROVIDED______________________________

CONTRACT PERIOD________________________________________

---

**PROGRAM REVIEW**  (mark an X in the correct place)

<table>
<thead>
<tr>
<th></th>
<th>1 Poor</th>
<th>2 Average</th>
<th>4 Excellent</th>
<th>5 Excellent</th>
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<tbody>
<tr>
<td>Delivery</td>
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<tr>
<td>Timeliness of deliveries or services</td>
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<tr>
<td>Does the vendor deliver the correct items or services as stated in the PO?</td>
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<tr>
<td>Conformance to package specifications (was PO included on packing slip)</td>
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<tr>
<td>Quality</td>
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<tr>
<td>Performed to specifications (does the product perform/are services rendered as expected?)</td>
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<tr>
<td>Does the vendor show a commitment to improve quality (if applicable)</td>
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<tr>
<td>Quality of parts/products/material upon delivery (if applicable)</td>
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<tr>
<td>Quality of services provided</td>
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<tr>
<td>Service</td>
<td></td>
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<tr>
<td>Provided staff that met requirements, were knowledgeable &amp; experienced</td>
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<tr>
<td>Response to emergencies</td>
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**Column Totals**

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<tr>
<td>Total</td>
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</tbody>
</table>
**EXHIBIT 7**

**PROCUREMENT/PROGRAM QUALITY CHECKLIST**

- [ ] Supplier’s quality (on site, survey, audits, past performance)
- [ ] Quality of delivery performance rating system (1 excellent, 2 acceptable, 3 not acceptable, 4 will not recommend)
- [ ] Approved supplier list: who the supplier’s are, quality of the product, service, audit, and survey.
- [ ] Emergency purchases, not on list written permission from purchasing director or quality
- [ ] File with qualifications document performance records.
- [ ] Purchasing data: identify products, services, quality and compliance requirements
- [ ] Verification of purchase product
- [ ] Settlement of quality dispute: Purchasing manager responsible for settling, quick resolution.
Procurement Exception Report

Name: ____________________________ Date: ____________________________

Department: ____________________________ Manager/Director: ____________________________

Vendor: ____________________________

Exception:

☐ Vendor selected without consultation with Procurement

☐ Based on dollar amount contract has been processed on incorrect form

☐ Contract executed with Procurement input

☐ ____________________________
Procurement Summary:

Response:

Date Sent to User Department:

Manager/Director
Signature: ___________________________ Date: __________
VP Signature: ________________________ Date: __________
Procurement Signature: ________________ Date: __________
SOLE SOURCE JUSTIFICATION AND APPROVAL FORM
Sole Source purchases are not permitted except when clearly and thoroughly justified.

1. Estimated Contract Amount: $______________________________

2. Recommended Contractor/Vendor name and address:
   ___________________________________________________________
   ___________________________________________________________

3. Description of requested items or services and their purpose(s):
   ___________________________________________________________
   ___________________________________________________________
   ___________________________________________________________

4. Reason(s) for requesting a sole source purchase
   (check what applies):
   ___________________________________________________________
   ___________________________________________________________
☐ Original manufacturer or provider; no other local distributors exist.
☐ Only local distributor for the original manufacturer or provider.
☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
☐ Only known item or service matching the requested needs or performing the intended task.
☐ Sole provider of a licensed or patented good or service.
☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
☐ Sole provider of goods or services established as standard (Provide evidence of such standard).
☐ Sole provider of factory-authorized warranty service.
☐ Used item representing good value and advantage.
☐ None of the above applies (Attach a detailed explanation and justification for this sole source request).

5. Explain why the product or service requested is the only one that can satisfy your requirement, as well as why alternatives are unacceptable. Be specific with regard to the specifications. Attach additional pages if necessary.

_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

Requested By: ________________________________  Program: _________________
Prepared By: ________________________________  Date: _________________

I hereby certify that, to the best of my knowledge, the above justification is accurate and request that a sole source be approved for the procurement of the above requested items or services.

_______________________________________________________________
Signature
AWARD JUSTIFICATION FORM

Vendor: ________________________________________________________________

1. Contract Type
   □ New
   □ Extension

2. Rationale for Award (please attach any supporting documents)
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
   ________________________________________________________________
EXHIBIT 11

DIVERSITY FORM (MBE/WBE/DBE)

GENERAL VENDOR INFORMATION:

1. Name of Company: _______________________________________________________

2. Is your company certified as a small, minority, female or disadvantaged business enterprise by a municipal, CEDA, State or Federal agency? [ ] Yes [ ] No

3. If yes, answer the following:
   a. List agency: ___________________________________________________________
   b. Attach a copy of your certification letter.

4. Is your firm certified as a minority business by the Chicago Minority Business Development Council? [ ] Yes [ ] No

5. Is your firm certified as a female owned business by the Women’s Business Development Agency? [ ] Yes [ ] No

6. Attach a copy of your certification letter.

SUB-CONTRACTOR INFORMATION:

1. Are you using Sub-Contractor or suppliers certified as small, minority, female or disadvantaged businesses? [ ] Yes [ ] No

2. If yes, answer the following:
   a. What approximate percentage of work is performed by these sub-Proposals?
b. What are the names of the firms?

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
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<tbody>
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</tbody>
</table>

c. Attach certification forms for all certified sub-Proposals.

d. What are the names of the firms used and the approximate dollar amount of the supplies purchased from small, minority, female or disadvantaged businesses?

<p>| | |</p>
<table>
<thead>
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</tbody>
</table>

 e. What approximate percentage is that of the total dollar amount purchased? ____________%

f. Attach certification forms for all certified suppliers.
EXHIBIT 12
CONFLICT OF INTEREST STATEMENT-PROCUREMENT

It is the policy of CEDA that all employees avoid any conflicts between their interest and those of CEDA. The purpose of this policy is to ensure that CEDA’s honesty, integrity, and its reputation therefore, is not compromised. The fundamental principle guiding implementation of this policy is that no procurement personnel should have or appear to have, personal interest or relationship that conflict with the procurement of goods/services on behalf of CEDA.

No employee shall participate in the selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, his immediate family (spouse, children, grandchildren, parents, aunts, uncles, cousins, significant other or life partner), his or her business partner; or an organization which employs or is about to employ an immediate family member and has a financial or other interest in the firm selected for the award.

Employee with a conflict of interest will not be able to participate directly or indirectly in any aspects of the procurement process, including but not limited to selection of the vendor and administration of the contract.

No employee shall solicit nor accept gratuities, favors, premiums, personal discounts, loans, money or anything of monetary value from a vendor/entity/contractors, potential contractors or parties to sub-agreements for his or her personal use. Monetary value is defined as non-perishable items with a value of $25.00 or more.

In the absence of a report, violations of principles and standards contained in this policy statement shall be subject to discipline, up to and including termination of employment.

I acknowledge receiving receipt of the Conflict of Interest Statement.

______________________          ____________
Employee’s Signature       Date

Program/Contract RFQ/RFP/RFB/RFI #: ________________________________