Request for Proposals
Specification RFP02112014

for

Engineering Services for Specification Development
For CEDA Weatherization

Submittals from minority, women and disadvantaged business enterprises are encouraged.

Faxed, e-mailed or late bids will not be accepted.

<table>
<thead>
<tr>
<th>SUBMITTAL DEADLINE</th>
<th>SUBMIT</th>
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</thead>
<tbody>
<tr>
<td>Wednesday, May 21, 2014 by 3:00pm</td>
<td>In a sealed envelope one (1) unbound original plus one (1) electronic copy (cd or flash drive)</td>
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<tr>
<th>DELIVERY BY HAND or MAIL</th>
<th>PRE-PROPOSAL CONFERENCE</th>
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<tbody>
<tr>
<td>CEDA-Receptionist</td>
<td>Wednesday, May 7, 2014</td>
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<tr>
<td>208 S. LaSalle Street, Suite 1900</td>
<td>from</td>
</tr>
<tr>
<td>Chicago, IL 60604</td>
<td>10:00AM-12:00PM</td>
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<tr>
<td>Specification RFP02112014</td>
<td>at</td>
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<tr>
<td>Attn: Procurement</td>
<td>CEDA Central</td>
</tr>
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<td></td>
<td>208 S. LaSalle Street, Suite 1900</td>
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<td></td>
<td>Chicago, IL 60604</td>
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SECTION 1 INTRODUCTION

The Community and Economic Development Association of Cook County Inc. (CEDA) is a community action agency serving Cook County. It provides economic development and human service programs to address the needs of low-income County residents and the underlying conditions which cause those needs. CEDA provides a variety of services including but not limited to Head Start, WIC, Emergency, Low Income Heating and Energy Assistance Program (LIHEAP), Housing and Weatherization. These services and many others are offered at CEDA seven Community Development Agencies

The Illinois Home Weatherization Assistance Program (IHWAP) is designed to help low-income residents save energy and money while increasing the comfort of their homes. CEDA administers this program to low-income homeowners and qualified renters to help to make their homes more energy efficient.

SECTION 2 SCOPE OF SERVICE

CEDA is soliciting qualified firms for engineering to furnish on an “as needed” basis on-site energy audits, design and prepare construction specifications for the purposes of retrofitting multi-family unit buildings with a central boiler system and/or individual unit furnaces and/or domestic hot water systems. Weatherization shall include all energy consumption reducing measures as allowed by the Illinois Home Weatherization Assistance Program. Project sizes range from one or more buildings with five (5) or more units per building with an emphasis on heating systems and small boiler retrofits.

2.1 Responsibilities

Engineers are to produce an energy audit (an inspection of the energy use in the dwelling), as well as to design and prepare construction specifications. The construction specifications of all energy audit projects shall be in compliance with all applicable federal, state, city and local laws, except to the extent proper variances and exceptions have been obtained from the applicable agency with jurisdiction. Engineers are required to be familiar with the TREAT (Targeted Retrofit Energy Analysis Tool) software. TREAT is the energy audit software approved by the Department of Energy for multi-family audits.

The selected firm(s) will be required to participate in the following:

2.1.1 Site Visits

Proposers are required to do site visits on all properties. At the time of the site visit Engineers are required to access the dwelling and collect all the needed data to begin the energy audit.

2.2 Location and Time Frame

Engineers will be given a completed TREAT audit from CEDA. Once the audit is received CEDA expects a turnaround time of 5-7 business days to produce and submit the energy audit and construction specifications to CEDA.

2.3 Expected Goals and Outcomes

Proposers are required to furnish on an “as needed” basis energy audits, design and prepare construction specifications for the purposes of weatherizing multi-family units.

After a detailed engineering specification is completed, Weatherization will submit its project plan to Procurement to secure the bid for each multi-family project.

2.4 Contractor Qualifications

Proposers desiring to provide services must be certified or licensed as required by the City of Chicago and the State of Illinois. Proposers must be in possession of a current Professional Engineer License, Professional Engineer-in-Training License or be a Design Firm registered with the State of Illinois; OSHA and EPA certified are preferred.

Proposers must have knowledge of city, state, and federal codes including but not limited to:

- City of Chicago Building Code
CEDA DEPARTMENT OF PROCUREMENT

- Chicago Energy Code
- American National Standards Institute (ANSI)
- International Energy Conservation Code
- Uniform Mechanical Code
- ASHRAE Standard 62.1 and 62.2
- Energy Star Standards
- Illinois Home Weatherization Assistance Program (IHWAP)
- Mechanical Code for State of Illinois and the City of Chicago
- Electric Code for State of Illinois and the City of Chicago
- NFPA Codes and Standards
- Environmental Protection Agency rules and regulations
- OSHA Regulations

2.5 Pre-Proposal Meeting
A pre-proposal meeting will be held on **Wednesday, May 7, 2014**, at CEDA Central, Suite 1900, Chicago, IL 60604 from 10:00AM to 12:00PM.

SECTION 3 EVALUATION PROCESS

Proposers must adhere to the following instructions.

3.1 Proposals Evaluation and Award
Proposals will be evaluated based on the quality of the Proposers’ academic credentials and/or demonstrated proven successful prior training classes. Evaluation of proposals is the sole responsibility of CEDA staff and based totally on CEDA’s assessment of responses. The CEDA Procurement Director reserves the right to award a contract or reject any or all proposals when, in her opinion, the best interest of CEDA will be served.

3.2 Investigations Prior to Proposal Award
CEDA may make such investigations as are deemed necessary to determine the ability of the vendor to perform the work, and the vendor shall furnish all such information and data for this purpose as CEDA may request. CEDA reserves the right to reject any proposal if the evidence submitted by, or investigation of such vendor, fails to satisfy it that such vendor is properly qualified to carry out the obligations of the contract.

3.3 Contract Award
This will be a multiple contract award. The proposers whose proposals, in the sole judgment of CEDA; most thoroughly meets the specifications outlined in this document while providing the most beneficial pricing to the agency.

CEDA reserves the right to reject any and all proposals, to accept proposals in whole or in part, and to waive any irregularities or defects in any proposal, should it deem such action to be in the best interests of CEDA.

3.4 Evaluation Criteria
Proposers will be evaluated on the following criteria:

- **3.4.1 Responsiveness of Proposal**: Proposal has met all of the material submission requirements.

- **3.4.2 Technical Proposal**
  1. Qualifications of the firm.
  2. Qualifications and experience of key personnel as evidenced by their credentials and relevant experience.
  3. Quality of the proposed plan of action as evidenced by the level of understanding of the proposed RFP.
4. Quality of references as evidenced by relevant experience in projects of similar magnitude and/or scope of CEDA.

5. Financial capacity of the organization to undertake and successfully complete the services required.

3.4.3 Price Proposal
   1. Reasonableness of Price Proposal

SECTION 4 SUBMISSION INSTRUCTIONS AND REQUIREMENTS

4.1 Proposal Documents
All terms, conditions, specifications and provisions included are included as a part of the requirements set forth in this document.

4.2 Document Submittal and Questions
Proposers must submit one (1) original and one (1) electronic copy (cd or jump drive) of their proposal. Proposals must be returned on the date specified on the cover page. Proposals must be submitted to: CEDA, 208 South LaSalle, 19th Floor, Chicago, IL. Receptionist Desk, Attn: Procurement. Documents will be date and time stamped; late proposals will not be accepted.

Proposers should submit questions to Shawnee Little via email at slittle@cedaorg.net. Questions will be accepted until May 13, 2014 by 3:00pm. Oral interpretations of this RFQ are not binding.

4.3 Ambiguity, Conflict or Other Errors in the RFP
If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals, it shall immediately notify the Department of Procurement of such errors in writing and request modification or clarification of the document. Procurement will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Department of Procurement.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

4.4 Submittal Requirements
Provider’s proposal must contain:

4.4.1 Submittal Responses
   All exhibits and forms must be completed full; these must include original signatures and notary (if applicable).

4.4.2 Technical Qualifications
   a. Qualifications of the Firm
      Contractor responses must provide a narrative listing the qualifications and experience that allow him/her to provide this service. Include a description of the firm’s history and experience. Firms should also include all prior City of Chicago and Cook County Experience.

   b. Qualifications and Experience of Key Personnel
      Contractor must include the number of staff in the company, the number of licensed architects and engineers that are on staff and their years of experience. Provide resumes a summary of key personnel who will be assigned to the project, listing education, professional associations (if applicable) and professional experience.

   c. Proposed Plan of Action
Provide a written narrative detailing your firm’s approach and methodology for accomplishing the tasks identified in this RFP. Include a summary of your understanding and experience in coordinating projects with regulatory agencies, other governmental agencies and with community stakeholders as applicable.

d. Proposer References
Provide sufficient information to allow CEDA to obtain references related to at least three (3) projects of similar scope that have been successfully completed within the past five (5) years that illustrate the Proposer’s ability to perform services required for this engagement. The projects referenced must include the names of key personnel responsible for the projects. For each referenced project, provide the following information:
1. Project name and location.
2. Name, address, and telephone number of the project owner’s representative for the project.
3. Scope of services provided.
4. List of projects in the last five years that you have completed that are similar in character, cost and size.
References may be checked at the discretion of CEDA at any time.

e. Financial Capacity
Provide audited financial statements for the last two (2) years. Statements shall include at a minimum balance sheet, auditor’s notes, and income/loss schedule.

4.4.3 Price Proposal
The Proposer shall provide a cost proposal for Engineering Services requested in this RFP. The cost proposal shall include all costs and expenses necessary to provide the services outlined in this RFP including travel. Additional lines if needed.

Provide hourly fees for all personnel who may be assigned to projects for the following services:
a. On-site space and water heating equipment audit with general recommendations and approximate energy savings.
b. Energy audit software to calculate Savings to Investment Ratio (SIR) of space and water heating equipment repair and/or replacement and architectural measures including but not limited to air-sealing, insulation installation and window replacement.
c. Equipment and construction specifications.
d. Additional field visits as necessary.

Proposer shall submit a price proposal in the following format, based on a cost per hour.

<table>
<thead>
<tr>
<th>*Team Member</th>
<th>Cost of Services</th>
<th>Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Engineer</td>
<td></td>
<td></td>
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<tr>
<td>Project Engineer</td>
<td></td>
<td></td>
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<tr>
<td>Mileage</td>
<td></td>
<td>$.56 per mile</td>
</tr>
</tbody>
</table>

*if the titles are different please include the correct names
SECTION 5 PROPOSAL AFFIDAVIT

On behalf of _______________________________ I submit this proposal to the Community and (Name) Economic Development Association of Cook County, IL to provide Engineering Services as described in this document and exhibits.

I have full authority to bind _______________________________ to this proposal and the terms and (Name) conditions of this proposal.

__________________________________________________________________________
Signature of President our Authorized Officer

__________________________________________________________________________            ________________________
Title of President or Authorized Officer                                                                      Date

For questions regarding this response please contact:

__________________________________________________________________________
Name                                                                                                                      Title

__________________________________________________________________________
Telephone Number                                                 Fax Number                                                Email Address

__________________________________________________________________________
Mailing Address, City, State Zip

NOTARY PUBLIC

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 Public in and for the State of ______________________________, County of _______________.

My commission expires ________________________________________.

Notary Signature _________________________________________________

AFFIX NOTARY SEAL:
EXHIBIT A
INSURANCE REQUIREMENTS

Vendors must advise CEDA of the limits it currently maintains of the types of insurance coverage set forth below, and must provide the CEDA with certificates evidencing such coverage. CEDA reserves the right to ask for higher levels of coverage.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>MINIMUM ACCEPTABLE LIMITS OF LIABILITY</th>
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<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory- State of Illinois</td>
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<tr>
<td>Employers</td>
<td></td>
</tr>
<tr>
<td>a. Each Accident</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>b. Each Employee Disease</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>c. Policy Aggregate Disease</td>
<td>$500,000.00</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td></td>
</tr>
<tr>
<td>a. Per Occurrence</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>b. General Aggregate</td>
<td></td>
</tr>
<tr>
<td>1. General Aggregate-Per Project</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>2. General Aggregate Products Completed Operations</td>
<td></td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000.00</td>
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<tr>
<td>Fire Legal Liability (any one fire)</td>
<td>$1,000,000.00</td>
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<tr>
<td>Medical Expense (any one person)</td>
<td>$50,000.00</td>
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<tr>
<td>$5,000.00</td>
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<tr>
<td>Umbrella Excess Liability</td>
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<td>(Coverage must be in excess of</td>
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<tr>
<td>Commercial General Liability, Automobile</td>
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<tr>
<td>Liability, and Employer’s Liability. It</td>
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<td>shall be no more restrictive than the</td>
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<td>primary coverage listed.)</td>
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<tr>
<td>$2,000,000.00 over Primary Insurance</td>
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<tr>
<td>$1,000.00 retention for Self-Insured</td>
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<tr>
<td>Hazards Each Occurrence</td>
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<tr>
<td>Business Auto Liability</td>
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<tr>
<td>(This Policy must provide coverage for all</td>
<td>$1,000,000.00</td>
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<tr>
<td>owned, non-owned, and hired autos.)</td>
<td></td>
</tr>
</tbody>
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CEDA must be named as additional insured on this coverage as well as on Umbrella Liability. Vendor must name the following as additional insured on all certificates of insurance:
CEDA, its board members, officers, employees, agents and consultants.
All insurance companies must be rated A-VIII or better by the A. M. Best Company.
Vendor’s assumption of liability is independent from, and not limited in any manner by, the Vendor’s insurance coverage obtained pursuant to this Proposal, or otherwise. All amounts owed by Vendor to the CEDA as a result of the liability provisions of the Contract shall be paid on demand.
EXHIBIT B
CONTRACTOR'S AFFIDAVIT

Contractor

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
CEDA DEPARTMENT OF PROCUREMENT

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
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________

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Engineering Services
RFP02112014
CEDA Weatherization
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.

| Name of Partners | Percentage of Interest%
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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)

<table>
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<th>Name(s)</th>
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b. 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 ________________________, COUNTY 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 Public in and for the State of ______________________________.

My commission expires ________________________________________.

AFFIX NOTARY SEAL:
EXHIBIT C
DIVERSITY FORM

GENERAL PROPOSER INFORMATION:

1. Name of Company: _________________________________________________

2. Are you or your firm certified as a small, minority, female or disadvantaged business enterprise by a municipal, 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-contractors or suppliers certified as small, minority, female, or disadvantaged businesses? Yes______ No________

2. If yes, please answer the following:
   a. What approximate percentage of work is performed by these subcontractors?
   b. What are the names of the firms?
   c. Please attach certification forms for all certified sub-contractors.
   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?
   e. What approximate percentage is that of the total dollar amount purchased?
   f. Please attach certification forms for all certified suppliers.

When contracting for goods and services preferences will be given to contractors who subcontract with small businesses, minority-owned firms and women owned enterprises.
EXHIBIT D
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.

____________________________________  _____________________________
Signature            Title

Organization
EXHIBIT E
BUSINESS INFORMATION AND REFERENCES

1. How many years has this company been in business? ______________________

2. Do you have a current business license? Yes _____ No _____
   In what City or Town is the company licensed? ____________________________

3. Please provide the name, telephone number and address of three references for jobs whose
   scope of work and dollar value are similar to that which is specified in this RFP. Please specify
   the type of work performed for the reference.

   Company/Agency Name _______________________________________________
   Address ____________________________________________________________
   Phone ___________________________ Contact _________________________
   Type of Business ____________________________________________________

   Company/Agency Name _______________________________________________
   Address ____________________________________________________________
   Phone ___________________________ Contact _________________________
   Type of Business ____________________________________________________

   Company/Agency Name _______________________________________________
   Address ____________________________________________________________
   Phone ___________________________ Contact _________________________
   Type of Business ____________________________________________________
Exhibit F
Agreement
PROFESSIONAL SERVICE AGREEMENT

FOR

Request for Proposals Specification RFP02112014
Engineering Services

Name of Provider: ________________________________________________
AGREEMENT

THIS AGREEMENT made and entered into as of ____________, 2014 by and between the Community and Economic Development Association of Cook County, Inc. (hereinafter referred to as “CEDA”), and ______________________ (hereinafter referred to as “Provider”).

RECITALS

PROVIDER WHEREAS CEDA is a community action agency for Cook County. CEDA provides economic development and human service programs to address the needs of low-income residents and the underlying conditions which cause those needs. CEDA provides a variety of services in Cook County including but not limited to Head Start, WIC, Emergency Services for Homeless and Nearly Homeless individuals, Housing Services and Economic Development.

WHEREAS CEDA requires the services of a qualified executive search firm for Engineering Services as indicated in Specification RFP02112014.

WHEREAS __________________________ located at __________________________ will provide these services in accordance with the Responsibilities set forth in Section 2 of this agreement, as well as the requirements that led to the initial contract award contained in Specification RFP02112014 and proposal attached hereto and incorporated by reference.

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 paragraph 13 below, this AGREEMENT shall be effective upon execution by CEDA and will be in effect for a period of one year from that date, unless otherwise terminated pursuant to Section 13 of this Agreement. This agreement includes one (1) optional one (1) year extension to be exercised at the mutual agreement of CEDA and the provider. All awards are contingent on the availability of Federal funds or any other type of funding identified 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. AMENDMENTS

Changes to the terms of the contract shall be made in the form of an amendment by mutual agreement of the parties. CEDA may issue unilateral time extensions to allow for continuation or completion of the services.

3. RESPONSIBILITIES

Provider shall provide services in accordance with the Scope of Services listed in Section 2 of Specification RFP02112014 and incorporated as Attachment 1.

4. PROJECT COST and PAYMENT

Provider will provide training at the rate(s) specified in Attachment 2.

Provider will be issued a Purchase Order reflecting the duration of the contract. Provider will submit monthly invoices of services rendered with a detailed description of the work that was performed.

5. TIME IS OF THE ESSENCE

Provider hereby acknowledge that time is of the essence in the performance of the services required under this Agreement. Provider agrees to perform the services with sufficient resources so as to perform the services without undue delay. Further, it agrees to abide by time schedules agreed to in this or as a result of this Agreement and throughout the implementation of the program.
6. NON DISCRIMINATION
Provider 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 race, color, religion, sex, age, handicap or national origin, and (2) limit segregate, or classify employees or applicants for employment in any way which deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals, race, color, religion, sex, age handicap or national origin.

7. SUBCONTRACTING AND ASSIGNMENT
Provider agrees that it must obtain CEDA approval prior to engaging subcontractors to perform any part of the services required under this Agreement. Performance of services by unapproved subcontractors may be disallowed.

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.

8. 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.

9. INSURANCE
Provider agrees to maintain the types of insurance coverage and the limits set forth in Attachment 3 of this document.

10. INDEMNITY
Provider 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.

Provider 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, “Provider” shall, at his own expense, satisfy and discharge the same.

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

11. CLAIMS AND DISPUTES
11.1 Claims
If the Provider has a claim regarding a question of fact arising under this Agreement, the Delegate may submit a request for resolution to the CEDA Program Director. The request must be in writing and must include the specific issue(s) that are in question, the relevant facts and documentation, and whether the Provider wishes to meet informally with the CEDA Program Director regarding the claim. The CEDA Program Director shall contact the Delegate regarding the date, time, and place for the informal meeting. Within thirty (30) days from receipt of the
request for resolution or the informal meeting, whichever is later, the CEDA Program Director or his/her duly authorized representative shall issue a written decision and mail or otherwise furnish the decision to the Provider. The decision of the CEDA Program Director or his/her duly authorized representative shall be final unless the Provider mails or otherwise furnishes a written request for dispute resolution to the CEDA Chief Executive Officer (CEO) within fifteen (15) days from the date the Provider received the decision from the CEDA Program Director or his/her duly authorized representative.

11.2 Disputes
The Provider's written dispute resolution request must include the issues the Provider disputes from the decision from the CEDA Program Director or his/her duly authorized representative, the relevant facts and documentation, and whether the Provider wishes to meet informally with the CEDA CEO regarding the appeal. The CEO may appoint the Director of Procurement to review the dispute. The CEDA CEO or authorized designee will contact the Provider regarding the date, time, and place for the informal meeting. Within thirty (30) days from the receipt of the appeal or the informal meeting, whichever is later, the CEDA CEO or his/her duly authorized representative shall issue a written decision and mail or otherwise furnish it to the Provider. The decision of the CEDA CEO shall be final and conclusive unless otherwise determined by a court of competent jurisdiction.
The Provider shall proceed diligently with the performance of the Agreement in accordance with the CEDA Program Director's decision pending a final decision from the CEDA CEO.

This Disputes Section does not preclude consideration of law questions in connection with decisions provided for in this paragraph, provided that nothing in this Agreement shall be construed as making final the decision of any administrative official representative, or board on question of law.

12. EVENTS OF DEFAULT
The Provider's failure to perform any of its obligations under the Agreement, including but not limited to the following, are events of default:

12.1 failure to begin the Services at the time specified;
12.2 failure to perform the Services in accordance with the Agreement;
12.3 failure to perform the Services with sufficient personnel, equipment, or materials to ensure the compliance with program requirements;
12.4 persistent or repeated refusal or failure (except in cases for which extension of time is provided) to supply adequate trained personnel or proper materials;
12.5 unauthorized discontinuance of the Services;
12.6 failure to make prompt payment to authorized Subcontractors, if any;
12.7 failure to submit all documents required by the Agreement or CEDA, including but not limited to timely submission of payment requests;
12.8 failure to perform the Services in a manner acceptable to CEDA or in a manner that does not comply with all laws applicable to the Services.
12.9 persistently disregarding laws, ordinances, or instructions of CEDA, or,
12.10 failure to comply with any other term of the Agreement that states an event of default or otherwise engages in a substantial violation of any provision of the Agreement.
12.11 interruption or delay of Services for reasons within the Provider’s control;
12.12 failure to comply with federal, state, or local safety requirements;
12.13 the Provider’s default on an Agreement with the CEDA or its funding agencies;
12.14 the Provider’s failure to be licensed as required;
12.15 Provider becomes insolvent or bankrupt, attempts assignment of all or any part of the proceeds of this Agreement, makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency any of which negatively impacts Provider’s ability to pay Subcontractor or perform the Services.
13. 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.

13.1 Termination for Cause
Without limiting the generality of the foregoing, CEDA may terminate contract immediately upon giving written notice of default to Provider pursuant to the paragraph above if any of the events of default listed above occur. Notwithstanding anything to the contrary, CEDA may terminate this agreement, immediately without giving any notice to Provider for the following:
   a) Conditions caused by Provider exist that are detrimental to the health and safety of CEDA clients or staff at the site being served.
   b) Provider files for bankruptcy or voluntary or involuntary dissolution.

13.2 Termination for Convenience
In addition to any other rights of termination or other remedies available to CEDA under the Contract, at law, or in equity, CEDA may, by written notice, terminate this Contract in whole or in part at any time, for the convenience of CEDA or the Federal Government. Upon Provider’s receipt of such notice, Provider will immediately cease to perform Services (unless otherwise directed in the notice) and deliver to CEDA all materials, equipment, and supplies as may have been accumulated in the performance of this Contract, whether completed or in process. The Provider will be paid an equitable portion of the Contract price for Services performed prior to the effective date of termination, but no amount will be allowed for anticipated profit on unperformed Services. If this Contract has been terminated for Provider’s default and it is determined that the Provider did not default, the termination will be deemed to have been effected hereunder.

13.3 Compensation upon Termination: CEDA will compensate Provider for services satisfactorily performed prior to the effective date of termination. Provider shall, within 60 days of the termination effective date, submit a final invoice with appropriate supporting documentation.

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

14.1 Notice to Cure. The President & CEO may provide the Provider the opportunity to cure the default. The Provider must cure the default within 10 Days of receipt of the Notice from the President & CEO, or authorized designee, or such time period stated in the Notice to Cure. If the President & CEO does not receive written acknowledgement from the Provider that it will cure the default within the stated cure period or if the Provider does not act to cure the default, the President & CEO may terminate the Contract upon consultation with the Program Director, in which event the termination of the Agreement is final and effective.

14.2 Performance & Compensation Remedies: In the event of a default by Delegate, CEDA, in its sole discretion, may send the Provider notice of CEDA’s intent to exercise any or all of the remedies below.

   a. The right of set-off against any payments due or to become due to the Provider.
b. The right to take over and complete the Services, or any part thereof, either directly or through others, and to hold the Provider liable for any amounts paid for such Services above those amounts CEDA would have paid the Provider for that same Services.

c. CEDA may use the Provider's Subcontractors, if any, materials, and equipment to complete the Services. Upon CEDA's notification to the Provider invoking this remedy, any and all rights the Provider may have in or under its sub-agreements are assigned to CEDA. The Provider must promptly deliver such documents upon CEDA's request. In case of any sub-agreement so assigned and accepted by CEDA, the Provider remains liable to the Subcontractor for any payment already invoiced to and paid by CEDA, and for any claim, suit, or cause of action based on or resulting from any error, omission, negligence, fraud, willful or intentionally tortious conduct, or any other act or omission, or breach of Agreement, by the Provider, its officers, employees, agents, and other Subcontractors, arising prior to the date of assignment to CEDA, when such claim, suit, or cause of action has not been discharged, disposed of, or otherwise resolved as of that date. The Provider must notify its Subcontractors of these requirements.

d. The right to terminate the Agreement as to any or all of the Services yet to be performed.

e. The right of specific performance, an injunction, or any other appropriate equitable remedy as may be applicable.

f. The right of money damages, including, but not limited to all expert witness or other consultant fees, court costs, and attorney's fees which CEDA may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default hereunder.

g. The right to withhold all or any part of the Provider's compensation yet to be paid by CEDA.

h. The right to terminate any or all other Agreements that Delegate may have with CEDA.

i. The right to deem the Provider non-responsible in future Agreements to be awarded by CEDA.

14.3. Non-exclusivity of Remedies
The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies, but each and every remedy is cumulative and is in addition to any other remedies, existing now or hereafter, at law or in equity. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor do they waive any event of default or acquiesce thereto, and every such right and power may be exercised by CEDA from time to time and as often as may be deemed appropriate.

14.4 Suspension of Services
CEDA has authority to suspend the Services, wholly or in part, for such period of time as CEDA may deem necessary due to conditions unfavorable for the satisfactory prosecution of the Services, or conditions which, in CEDA's opinion, warrant such actions; or for such time as is necessary to carry out directions given by CEDA Representative; or to perform any or all provisions of the Agreement. The Provider will not receive compensation for suspension of part of the Services, except of unavoidable expenses agreed to by CEDA. The Provider must not suspend Services without written consent from CEDA.

14.5 Court Adjudication of Termination
If the Agreement is terminated by CEDA for cause and it is subsequently determined by a court of competent jurisdiction that such termination, an early termination, was without cause, such termination will thereupon be deemed under “Termination for Convenience,” and the provisions of that Section apply.

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.

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 notices under this AGREEMENT.

IF TO CEDA: WITH COPIES TO:
President/CEO
208 S. LaSalle, Suite 1900
Chicago, IL 60604
IF TO PROVIDER;

16. FEDERAL REQUIREMENTS

16.1 Interest of Members of or Delegates to the United States Congress
In accordance with 41 U.S.C. § 22, the Provider agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

16.2 False or Fraudulent Statements and Claims
a. The Provider recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Provider certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Provider also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Provider to the extent the Federal Government deems appropriate.

b. The Provider also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CEDA or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Provider the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

16.3 Federal Interest in Patents
a. General. If any invention, improvement, or discovery of the Provider is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the Unites States of America or any foreign country, the Provider agrees to notify CEDA immediately and provide a detailed report.

b. Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Provider, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Provider agrees that,
irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Provider agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

16.4 Federal Interest in Data and Copyrights

a. Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

b. Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Provider may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Provider authorize others to do so, without the written consent of CEDA and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

c. Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, CEDA and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for CEDA or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, CEDA and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or sub-agreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
(2) Any rights of copyright which the Provider purchases ownership with Federal assistance.

d. Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Provider on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, CEDA or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as CEDA or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

e. Hold Harmless. Unless prohibited by state law, upon request by CEDA or the Federal Government, the Provider agrees to indemnify, save, and hold harmless CEDA and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Provider of proprietary rights, copyrights, or right of
privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Provider will not be required to indemnify CEDA or Federal Government for any such liability arising out of the wrongful acts of employees or agents of CEDA or Federal Government.

f. Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to CEDA or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to CEDA or Federal Government under any patent.

16.5 Records and Audits
Provider will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for CEDA under the terms of this Agreement to CEDA promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Provider to make such delivery, then and in that event, the Provider will pay to CEDA reasonable damages CEDA may sustain by reason thereof.

CEDA and the Federal Government will have the right to audit all payments made to the Provider under this Agreement. Any payments to the Provider which exceed the amount to which the Provider is entitled under the terms of this Agreement will be subject to set-off.

The Provider will keep and retain records relating to this Agreement and will make such records available to representatives of CEDA and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting CEDA or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which CEDA or the Federal Government would have had in the absence of such provisions.

16.6 Environmental Requirements
The Provider recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability acct, as amended, 42 U.S.C. §§ 9601 et seq. The Provider also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Provider agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Provider acknowledges that this list does not constitute the Provider’s entire obligation to meet all Federal environmental and resource conservation requirements. The Provider will include these provisions in all subcontracts.

a. Environmental Protection. The Provider agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in

b. **Air Quality.** The Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Provider agrees to comply with applicable requirements of U.S. EPA regulations, “Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 C.F.R. Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Provider further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to CEDA and the appropriate U.S. EPA Regional Office.

c. **Clean Water.** The Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Provider further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to CEDA and the appropriate U.S. EPA Regional Office.

d. **List of Violating Facilities.** The Provider agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Provider will promptly notify CEDA if the Provider receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

e. **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Provider agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

**16.7 No Exclusionary or Discriminatory Specifications**
Apart from inconsistent requirements imposed by Federal statute or regulations, the Provider agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

**16.8 No Federal Government Obligations to Third Parties**
The Provider agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any Provider or any other person not a party to the Grant Agreement or Cooperative Agreement between CEDA and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Provider.
16.9 Allowable Costs
Notwithstanding any compensation provision to the contrary, the Provider’s compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Provider has received payment in excess of such amounts, CEDA may offset such excess payments against any future payments due to the Provider and, if no future payments are due or if future payments are less than such excess, the Provider will promptly refund the amount of the excess payments to CEDA.

16.10 Trade Restrictions
Provider certifies that neither it nor any Subcontractor:
1. is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Further, Provider agrees that it will incorporate this provision for certification without modification in each subcontract. Provider may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Provider will provide immediate written notice to CEDA if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Provider if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Provider is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16.11 Contract Work Hours and Safety Standards Act

1. In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Provider agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Provider agrees that determinations pertaining to these requirements will be made in accordance with applicable

(2) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the Provider agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

16.12 Veteran’s Preference
In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

16.13 Accessibility Compliance
If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (“ADAG”); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards (“UFAS”); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

16.14 Visual Rights Act Waiver
The Consultant/Provider waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the “Copyright Act”) in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Provider represents and warrants that the Consultant/Provider has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

16.15 Equal Employment Opportunity

All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include 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
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by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16.17 Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 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 shall be 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. The recipient shall 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. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16.18 Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)
Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 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 Work 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 shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 which 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.

16.19 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 the recipient 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.

16.20 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 subgrants 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).

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above 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

16.22 Debarment and Suspension (E.O.s 12549 and 12689)
No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

17. 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.

18. 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.

19. 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.

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.

21. CONFIDENTIALITY
Provider agrees to keep the information related to all CEDA work in strict confidence. Provider agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information in the selected Provider’s possession, to those employees on Provider’s staff who must have the information on a “need-to-know” basis. Provider agrees to immediately notify, in writing, CEDA’s authorized representative in the event Provider determines or has reason to suspect a breach of this requirement.
22. 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.

Provider 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. Provider covenants that in their performance of the AGREEMENT, no person having any such interest shall be employed.

[ ] To the best of our knowledge, the undersigned company has no potential conflict of interest due to any other clients, contracts, nepotism or property interest for this project.

OR

[ ] The undersigned company, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, nepotism or property interest for this project.

Failure to check the appropriate blocks above and failure to provide documentation of a possible conflict of interest may result in termination of the AGREEMENT.

CEDA and Provider 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 “Provider” are authorized to bind their respective entities to this agreement.

COMMUNITY & ECONOMIC DEVELOPMENT ASSOCIATION OF COOK COUNTY, INC.

__________________________________ _______________________
Signature      Title

Name (Print or Type) _______________________
Date

PROVIDER: ___________________________________________________

__________________________________ _______________________
Signature      Title

Name (Print or Type) _______________________
Date
Attachment 1
Scope of Services
Attachment 2
Compensation Schedule
Attachment 3
Insurance Certificate