Request for Proposal
Specification No. RFP08042014

for

Customer Service Certification Training
For CEDA LIHEAP (Low Income Energy Assistance Program)

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

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

<table>
<thead>
<tr>
<th>SUBMITTAL DEADLINE</th>
<th>SUBMIT</th>
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<tr>
<td>Wednesday, August 27, 2014 by 3:00pm</td>
<td>In a sealed envelope one (1) unbound original plus three (3) duplicate copies</td>
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DELIVERY BY HAND or MAIL

CEDA Receptionist

208 S. LaSalle Street, Suite 1900

Chicago, IL 60604

Attn: Shawnee Little

Specification No. RFP08042014
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 WIC, Emergency, Low Income Heating and Energy Assistance Program (LIHEAP), Housing and Weatherization.

SECTION 2 SCOPE OF SERVICE

CEDA’s LIHEAP program is soliciting proposals for a customer service certification training program to provide forty (40) - fifty (50) employees the necessary knowledge and skills to perform greater customer service.

The selected provider will be required to provide quality training in group training sessions. Training should provide knowledge, develop skills, and enhance employees’ ability to provide customer service in their daily work with customers. The end result of this training should provide customers a more positive impression of services; that of being friendly, safe, and one that they would feel comfortable in using.

2.1 Responsibilities

Provider shall have the following responsibilities:

- Provide an all-inclusive fee per client regardless of the number of certifications pursued. The all-inclusive fee shall include any and all costs associated with achieving all certifications agreed to by CEDA for a particular client. Such fees shall include, but not be limited to all materials, related fees, whether administrative or those required to complete the course and receive all certifications.
- Use an approved curriculum to teach classes.
- Prepare lesson plans and a syllabus for class. The syllabus shall be distributed at the beginning of the class for each class.
- Maintain sign-in logs to track attendance for each class.
- Provide payment policy for individuals who start the training, but do not complete it.

2.2 Location and Time Frame

Provider shall:

- Conduct training at CEDA Central office. Trainings shall be conducted in 2 or more sessions.
- Training duration shall be complete within two (2) days (15 contact hours).

2.3 Expected Goals and Outcomes

Provider shall execute comprehensive customer service training and ensure the following:

- Students receive a certificate for successful completion.

2.4 Provider Qualifications

The selected Provider must meet the following requirements:

- Knowledge and experience in training on proper customer service techniques
- Experience developing lesson plans, conducting pre- and post-tests and training using an approved curriculum
- Ability to evaluate student progress and provide timely feedback
- Ability to assist students who complete the program to receive their certificate(s)
- Ability to work with a diverse group in a classroom setting
- Solid time management skills
- A Bachelor’s degree is required and Master’s or higher is preferred for the trainer

SECTION 3 EVALUATION PROCESS
Providers must adhere to the following instructions.

3.1 Proposals Evaluation and Award
Proposals will be evaluated based on the quality of the Providers' academic credentials and 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
A contract will be awarded to the Provider whose proposal, 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
3.4.1 Technical Qualifications:
   a) Certifications
      The quality and variety of training offerings in the area of customer service as evidenced by the number of State of Illinois accredited certifications offered by the Provider. Proposals will be evaluated based on the state accredited certifications that are offered through their training program. The quality and the variety of trainings in the customer service sector offered by a Provider will be a prime evaluation factor. This includes the time frame and location of trainings offered.

   b) Qualifications and Experience
      The qualifications and experience of Provider as evidenced by Provider's academic credentials, demonstrated experience in training on proper customer service techniques as well as the Provider’s experience teaching, tutoring and testing.

   d) References
      The relevancy of the references listed and the extent to which such references can help anticipate the success of the program. Quality of reference will be evaluated based on the similarity of work to that which is requested in this RFP and the rating provided the vendor by the references.

   e) Other:
      1) Copies of licenses or certifications
      2) Execute Exhibits to this RFP
         a. Copy of current Certificate of Insurance
         b. Contractors Affidavit
         c. Certification Regarding Lobbying
         d. Diversity Form
         e. Contractor Qualifications and References
      3) An executed original and one copy of the contract attached as Exhibit F.

3.4.2 Price Proposal
Customer Service Certification Training
CEDA LIHEAP
RFP08042014

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The reasonableness of the price proposed in relation to the quality of the proposed training program(s). Price proposals will be evaluated based on the reasonableness of the costs especially the profit and overhead. Although price is an important factor, lowest price is not the sole criteria for this award.

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
Providers must submit one (1) original and three (3) copies of their proposal. Proposals must be returned by Wednesday, August 27, 2014. Proposals must be submitted to: CEDA, 208 South LaSalle, 19th Floor, Chicago, IL. Receptionist Desk, Attn: Procurement. Documents will be date and time stamped so late proposals will not be accepted. Providers should submit questions to Shawnee Little via email at slittle@cedaorg.net by Wednesday, August 18, 2014 by 3:00pm. Oral interpretations of proposal documents are not binding.

4.3 Ambiguity, Conflict or Other Errors in the RFP
If a Provider 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 Provider 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 Technical Qualifications:
   a) Certifications: Provide a list of the programs that have achieved State of Illinois accredited certification. Indicate the date when the program was first certified and the number of years that it has achieved State of Illinois accreditation.
   
   b) Qualifications and Experience
      1) A brief statement of methodology and relevant philosophy.
      2) A statement of the training outcomes that will be achieved as a result of their particular training class. This should be specific and outline any notable academic achievements and/or certifications that client will have achieved at the conclusion of the training.
      3) Resume/Curriculum Vitae
      4) A curriculum outline that will be utilized to achieve proficient training in customer service related areas
      5) A list of all materials that will be provided to the clients during the training. This may be inclusive of any books, supplies, tools, etc.

   d) References
      1) Program references: Provide three (3) references of clients where Provider deliver/implemented similar training programs.

   e) Other:
      4) Copies of licenses or certifications
      5) Execute Exhibits to this RFP

Customer Service Certification Training
CEDA LIHEAP
RFP08042014
6) Proof of Insurance or ability to obtain insurance coverage outlined in Exhibit A.
7) An executed original and one copy of the contract attached as Exhibit F.

4.4.2 Price Proposal
Provider shall submit a price proposal in the following format.

a) Duration – Indicate the number of days/weeks of program duration and specify if there is a fixed start date.
b) Price Breakdown – Separate the cost of materials, all fees, and instruction.
c) Total – The total is the price for an individual to go through the certification program.

<table>
<thead>
<tr>
<th>Certificate</th>
<th>Duration</th>
<th>Price Breakdown</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Materials at Cost</td>
<td>Fees</td>
</tr>
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</tbody>
</table>

4.5 Early Withdrawals
It is CEDA’s goal that all individuals selected to participate in a certificate program complete the curriculum and obtain certification, as appropriate. CEDA desires a partner that has a reputation for maintaining participants engaged so as to achieve a high rate of program completion. Provider must describe the process that it undertakes to see that participants complete the program and document its efforts towards that goal. In the event that a participant does not complete the program, CEDA will employ a tier approach based on the percentage program completion by the participant. The following tier compensation approach applies in such cases.

Less than 50% of the program duration: CEDA will compensate the Provider for the cost of materials not returned by the individual, unavoidable fees, and up to 50% of the instruction time. In order to obtain payment, the Provider must submit affidavit stating that materials were not returned, a list of material provided to participant, evidence of any unavoidable fees paid, and the percentage of instruction time based on individuals attendance.

Less than 75% of the program duration: CEDA will compensate the Provider for the cost of materials not returned by the individual, unavoidable fees, and up to 75% of the instruction time. In order to obtain payment, the Provider must submit affidavit stating that materials were not returned, a list of material provided to participant, evidence of any unavoidable fees paid, and the percentage of instruction time based on individuals attendance.
SECTION 6 PRICE PROPOSAL

On behalf of _______________________________ I submit this proposal to the Community and
(Name)
Economic Development Association of Cook County, IL to provide Customer Service Certification
Training as described in this document and exhibits for the price per certificate, per student listed on the
price proposal and incorporated hereto by reference.

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>
</tr>
<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>
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<tr>
<td>b. General Aggregate</td>
<td></td>
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<tr>
<td>1. General Aggregate-Per Project</td>
<td>$1,000,000.00</td>
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<tr>
<td>2. General Aggregate Products</td>
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<tr>
<td>Completed Operations</td>
<td></td>
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<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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<td></td>
<td>$5,000.00</td>
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<tr>
<td>Umbrella Excess Liability</td>
<td>$2,000,000.00 over Primary Insurance</td>
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<tr>
<td></td>
<td>$1,000.00 retention for Self-Insured Hazards Each Occurrence</td>
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<tr>
<td>Business Auto Liability</td>
<td>$1,000,000.00</td>
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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 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 Provider 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 Provider is unable to certify any of the statements contained herein, Provider must contact CEDA and provide a detailed factual explanation of the circumstances leading to Provider’s inability to so certify.

I certify that I am authorized to execute this Contractor’s Affidavit on behalf of the Provider 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.

Provider 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/Providers/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/Provider 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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SECTION 3. Sole Proprietorships

a. The bidder/Provider 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)

_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________
_______________________________________________________________________

SECTION 4. Certification Regarding Suspension and Disbarment

Provider 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 Provider 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

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:
GENERAL PROVIDER 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.
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

Customer Service Certification Training
CEDA LIHEAP
RFP08042014
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
   a. In what city or town is the business licensed? _______________________

3. Provide the name, telephone number and address of (3) references for jobs whose scope of work is similar to that which is specified in this bid.

   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_____________________________________________________

   Company/Agency Name _______________________________________________
   Address ____________________________________________________________
   Phone ___________________________  Contact __________________________
   Type of Business_____________________________________________________
Exhibit F

Agreement
PROFESSIONAL SERVICE AGREEMENT

FOR

Customer Service Certification Training Program
for
CEDA LIHEAP

Name of Contractor: ____________________________________________
AGREEMENT

THIS AGREEMENT made and entered into as of _____________, 2013 by and between the
Community and Economic Development Association of Cook County, Inc. (hereinafter referred to as
“CEDA”), and _____________________ (hereinafter referred to as “Contractor”).

RECITALS

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 company to conduct a customer service
certification program as indicated in Specification No. RFP08042014.

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 No.
RFP08042014 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 12 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 two (2) optional one (1) year extensions 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
Contractor shall provide services in accordance with the Scope of Services listed in Section 2 of
specification #07032013RFP and incorporated as Attachment 1.

4. PROJECT COST and PAYMENT
Contractor will provide training at the rate(s) specified in Attachment 2.

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

5. TIME IS OF THE ESSENCE
Contractor hereby acknowledge that time is of the essence in the performance of the services
required under this Agreement. Contractor 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**
   Contractor 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**
   Contractor 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**
   Contractor agrees to maintain the types of insurance coverage and the limits set forth in Attachment 3 of this document.

10. **INDEMNITY**
    Contractor 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.

    Contractor 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.

    Contractor expressly understands and agrees that any performance bond or insurance protection required by this AGREEMENT or otherwise provided by the Contractor 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 Contractor 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 Contractor 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 Contractor. The decision of the CEDA Program Director or his/her duly authorized representative shall be final unless the Contractor 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 Contractor received the decision from the CEDA Program Director or his/her duly authorized representative.

11.2 Disputes

The Contractor's written dispute resolution request must include the issues the Contractor disputes from the decision from the CEDA Program Director or his/her duly authorized representative, the relevant facts and documentation, and whether the Contractor 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 Contractor 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 Contractor. The decision of the CEDA CEO shall be final and conclusive unless otherwise determined by a court of competent jurisdiction.

The Contractor 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 Contractor'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 Contractor's control;
12.12 failure to comply with federal, state, or local safety requirements;
12.13 the Contractor's default on an Agreement with the CEDA or its funding agencies;
12.14 the Contractor's failure to be licensed as required;
12.15 Contractor 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 Contractor'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 Contractor 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 Contractor for the following:

a. Conditions caused by Contractor exist that are detrimental to the health and safety of CEDA clients or staff at the site being served.

b. Contractor 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 Contractor’s receipt of such notice, Contractor 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 Contractor 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 Contractor’s default and it is determined that the Contractor did not default, the termination will be deemed to have been effected hereunder.

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

12. OTHER REMEDIES
In the event that Contractor 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 Contractor the opportunity to cure the default. The Contractor 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 Contractor that it will cure the default within the stated cure period or if the Contractor does not act to cure the default, the President/CEO may terminate the Contract upon consultation with the Program Director, in which even 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 Contractor 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 Contractor.

b. The right to take over and complete the Services, or any part thereof, either directly or
through others, and to hold the Contractor liable for any amounts paid for such Services above those amounts CEDA would have paid the Contractor for that same Services.

c. CEDA may use the Contractor’s Subcontractors, if any, materials, and equipment to complete the Services. Upon CEDA’s notification to the Contractor invoking this remedy, any and all rights the Contractor may have in or under its sub-agreements are assigned to CEDA. The Contractor must promptly deliver such documents upon CEDA’s request. In case of any sub-agreement so assigned and accepted by CEDA, the Contractor 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 Contractor, 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 Contractor 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 Contractor’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 Contractor 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 Contractor will not receive compensation for suspension of part of the Services, except of unavoidable expenses agreed to by CEDA. The Contractor 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 Director of Workforce & Economic Development
208 S. LaSalle – Suite 1900 and
Chicago, IL 60604 Director of Procurement

IF TO CONTRACTOR:


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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to the extent the Federal Government deems appropriate.

b. The Contractor 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 Contractor 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 Contractor 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 United States of America or any foreign country, the Contractor 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, Contractor, 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 Contractor 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
Contractor 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 Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of data.
any data furnished under the Contract. The Contractor 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
Contractor 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 Contractor to make such delivery, then and in that event, the Contractor 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 Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor 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 Contractor 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 Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor 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 Contractor 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 Contractor acknowledges that this list does not constitute the Contractor’s entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

a. Environmental Protection. The Contractor 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 accordance with Executive Order No. 12898, “Federal Actions to Address Environmental

b. Air Quality. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor will promptly notify CEDA if the Contractor 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 Contractor 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 Contractor 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 Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor 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 Contractor.

16.9 Allowable Costs
Notwithstanding any compensation provision to the contrary, the Contractor'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 Contractor has received payment in excess of such amounts, CEDA may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to CEDA.

16.10 Trade Restrictions
Contractor 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, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.
2. In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor 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 (“ADAA”); 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/Contractor 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/Contractor represents and warrants that the Consultant/Contractor 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 sub-grants in excess of $2000 for construction or repair awarded by recipients and sub-recipients 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 by Loans or Grants from the United States"). The 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 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 sub-recipients 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
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 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).


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
takes place in connection with obtaining any Federal award. Such disclosures are forwarded from
tier to tier up to the recipient.
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 Nonprocurement 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  
Contractor agrees to keep the information related to all CEDA work in strict confidence. Contractor 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 Contractor’s possession, to those employees on Provider’s staff who must have the information on a “need-to-know” basis. Contractor agrees to immediately notify, in writing, CEDA’s authorized representative in the event Contractor 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.

Contractor 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. Contractor 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 Contractor 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

CONTRACTOR: ______________________________

______________________________  ______________________________
Signature      Title

______________________________  ______________________________
Name (Print or Type)     Date
Attachment 1
Scope of Services
Attachment 2
Compensation Schedule