



THE COMMUNITY AND ECONOMIC DEVELOPMENT  
ASSOCIATION OF COOK COUNTY, INC

**Request for Qualifications  
Specification RFQ12092020  
for  
Design Build Mechanical Contractors**

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

**Late proposals will not be accepted.**

**Questions are due by Tuesday, January 19, 2021 by 3:00pm**

Due to Covid-19, CEDA will accept electronic copies of the submittals however, if your submittal is too large to send electronically it is YOUR responsibility to get it turned in by the submittal date. Electronic submissions should be sent to [slittle@cedaorg.net](mailto:slittle@cedaorg.net).

**Submissions are due by Monday, February 1, 2021 by 3:00pm**

If you are delivering by hand or mail  
CEDA-Procurement  
567 W. Lake Street, Suite 1200  
Chicago, IL 60661

**Envelope Must Be Labeled: Specification No. RFQ12092020**

**DELIVERY BY HAND OR MAIL**

CEDA  
567 W. Lake Street, Suite 1200  
Chicago, IL 60661  
Attn: Procurement

**ENVELOPES MUST BE LABELED**

Specification No. RFQ12092020

**PRE-PROPOSAL MEETING**

The meeting will be hosted by Microsoft Teams and will be held on **Wednesday, January 13, 2021 from 10:00AM – 12:00PM.** **NOTE:** In order to attend the meeting, responders will be required to email Shawnee Little ([slittle@cedaorg.net](mailto:slittle@cedaorg.net)) your contact information at least 24hrs prior to the meeting to obtain the link.

## **SECTION 1 INTRODUCTION**

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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. 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.

The intent of this RFQ is to identify and contract multiple Mechanical contractors to provide Design-Build project delivery for CEDA Weatherization's Multi-Family Department. The number of projects each year ranges between 5 and 10 with annual budget of \$8M.

## **SECTION 2 SCOPE OF SERVICE**

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CEDA is soliciting qualified vendors for Design-Build Mechanical contractors to provide all permitting, labor, materials and equipment necessary to replace, maintain, repair, adjust and calibrate all miscellaneous air-conditioning, refrigeration, heating and ventilation systems, domestic hot water, control systems, and related HVAC equipment. Project sizes range from walk-up buildings with five (5) or more units to high-rise buildings with several hundred units, with an emphasis on central HVAC and DHW plant replacement.

### **2.1 Responsibilities**

Respondents must possess the experience and qualifications to provide all services needed to deliver completed project using a design-build methodology.

The response to this solicitation should therefore emphasize the specific type of experience, identify the composition of the design-build team, including all necessary sub-contractors, and include biographies of all key personnel who will be assigned to the project. CEDA is also interested in references for past projects in the last five (5) years.

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

### **2.2 Site Visits**

Respondents are required to do site visits on all properties. At the time of the site visit, Respondents are required to collect all necessary information to review Basis of Design (BOD) document and specifications to prepare preliminary budgetary pricing and RFP proposal when project is announced.

### **2.3 Design-Build Submittals**

Respondents who are deemed qualified at the conclusion of this RFQ process will be invited to provide responses to all projects during the contract duration.

### **2.4 Expected Goals and Outcomes**

Respondents are expected to successfully complete major Design-Build mechanical projects within agreed upon schedule and budget, and in compliance with all IHWAP Standards and DOE's Standard Work Specifications (See Appendix).

## 2.5 Contractor Qualifications

Respondents desiring to provide services must be certified or licensed as required by the City of Chicago, local municipalities and the State of Illinois.

Respondents who are Design Firms registered with the State of Illinois are preferred.

Respondents should preferably have Professional Engineer on staff, or have a contract with outside PE to provide design engineering services.

National Certifications: The Department of Energy requires all weatherization firms in the US to have these three certifications. These certifications can be received from multiple vendors in the US. The General Contractor and Subcontractors must have these certifications before beginning a weatherization job in IL:

1. Environmental Protection Agency/Renovate Repair and Paint (EPA/RRP) Certification – Contractors must be firm certified with the EPA for EPA/RRP. Firm certification expires every five years so please ensure your firm certification is up-to-date. In addition to the firm certification, your architectural crews are required to have at least one person with an EPA RRP certification on every worksite at the beginning and end of all jobs that require lead safe work.
  - a. The EPA enforces this certification with massive fines.
2. OSHA 10 Hour Certification – All of your architectural and mechanical crew members are required to have this certification.
3. OSHA Confined Space Certification – All contractor and associated subcontractors crew members are required to have this certification.
  - a. All contractor firms are required to submit a confined space safety plan.

Worker Safety Training: All contractors and associated subcontractors must comply with all Federal, State, and local worker safety training requirements, standards, regulations, and work practices. CEDA Weatherization is not responsible for the oversight or compliance with any and all applicable regulations related to worker safety and Weatherization. Contractors and associated subcontractor are solely responsible for compliance of any and all applicable regulations related to worker safety and Weatherization

OSHA and EPA certified Respondents with no willful safety violations in the past 3 years are preferred.

Respondents who have previous experience bidding with local housing authorities (HACC and CHA) or other low income housing projects are preferred.

Illinois Certification: The Illinois Commerce Commission (ICC) requires the Energy Efficiency Installer Certification----- for any firm, contractor, or entity involved in the installation of energy efficiency measures. Current requirements and more information is available on the ICC website, <https://www.icc.illinois.gov/authority/energy-efficiency-measures-installer>

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

- City of Chicago Building Code
- 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)
- Department of Energy Standard Work Specifications
- 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

Respondents to this RFQ shall demonstrate knowledge and prior experience in providing following products and services in a course Design-Build project execution:

- **HVAC Refrigeration** Type – Direct Expansion, Chilled Water
- **Ventilation Products and Devices** Type- rooftop exhaust fans, dampers (CAR, backdraft, bypass), registers
- **Unitary** Type-rooftops, split systems, Heat Pumps, PTACs, mini-splits
- **Air handling** Type- central station-manufactured or custom makeup air, fan, filter, coil sections
- **Air Terminal Devices and Heating Products** Type- Fan Coils, Unit Ventilators, Unit Heaters, Fin Tube Radiation/Convectors
- **DDC Controls** Type-core components, end devices, lighting, panels
- **Pumps** Type- single stage, split case, end suction, inline, circulator, booster, ECM, VFD
- **Boilers & Water Heaters** Type- modulating condensing, storage, indirect
- **Equipment Parts and Supplies** Type- manufactured parts, emergency parts service, miscellaneous material and supplies and other
- **Startup & Commissioning Services** Type - equipment startups, system checkouts, control verification, retro commissioning
- **Service & Maintenance** Type- preventative and full maintenance contracts, man-at attendance, remote monitoring, annuals, emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other
- **Warranty Services** Type- Extended parts & labor (define maximum number of years available), delayed start-up and other
- **Equipment Rentals** Type-temporary heat, cranes
- **Professional Services** Type- Engineering, Design, Drafting, Architectural, Project Management and other
  - Site Surveys Type- Equipment, system analysis, operational, architectural and other

## 2.6 Contract Period

The contract runs through June 30, 2021. CEDA intends to award a one (1) year contract with up to three (3) optional one (1) year renewal periods to be exercised at the mutual agreement of CEDA and the Contractor. All awards are contingent on the availability of funds for these programs.

This will be a multiple Design-Build bid award to the Respondents whose responses, in the sole judgment of CEDA; most thoroughly meets the specifications outlined in this document.

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

## 2.7 Participation of Minority, Women-Owned, Small and Disadvantaged Business Enterprises

CEDA is a Community Action Agency in partnership with communities to bring public and private resources to end poverty. CEDA understands the impact that small and minority business can have on poverty. CEDA intends to employ an additional creative solution to the abatement of poverty, by leveraging its procurement dollars in such a way that minority and women business enterprises are stimulated by these funds.

CEDA aggressively seeks minority, women-owned and disadvantaged and small business enterprises to participate in its procurement activities. Vendors must complete Exhibit C of this document. Certification will be accepted from the City of Chicago, County of Cook, State of IL., Women's Business Development Agencies and the Chicago Minority Business Development Council, Inc.

## **SECTION 3 EVALUATION PROCESS**

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Respondents must adhere to the following instructions.

### **3.1 Response Evaluation and Award**

Responses will be evaluated based on the quality of the Respondents' prior experience in successfully completing Design-Build mechanical projects. Evaluation of responses is the sole responsibility of CEDA staff and based totally on CEDA's assessment of responses. CEDA reserves the right to award a contract or reject any or all responses when, in the best interest of CEDA will be served.

### **3.2 Investigations Prior to Contract 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 response 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.

## **SECTION 4 EVALUATION PROCESS**

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Respondents must adhere to the following instructions.

### **4.1 Response Evaluation and Award**

Responses will be evaluated based the quality of the Respondents' credentials and experience. Evaluation of responses 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 responses when, in her opinion, the best interest of CEDA will be served.

### **4.2 Investigations Prior to Contract 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 response 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.

### **4.3 Responsiveness Review**

CEDA personnel will review all responses to ascertain that they are responsive to all submission requirements.

### **4.4 Acceptance of Responses**

CEDA reserves the right to reject any or all Responses or any part thereof, to waive informalities, and to accept the Response deemed most favorable to CEDA.

### **4.5 Evaluation Process**

Responses will be scored on an eighty (80) point scale by an evaluation committee comprised of CEDA personnel. The committee will evaluate all Responses in accordance with the evaluation criteria detailed below.

This evaluation process may result in a short-list of Respondents. The evaluation committee, at its option, may request that all or short-listed Respondent make a presentation, offer customer testimonials or reference, submit clarifications, schedule a site visit of their premises (as appropriate), respond to questions, or consider alternative approaches.

#### 4.6 Right to Inspect

CEDA reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the Respondent and any proposed sub-respondents and to reject any Response regardless of price if it shall be administratively determined that in CEDA's sole discretion the Respondent is deficient in any of the essentials necessary to assure acceptable standards of performance. CEDA reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFQ.

#### 4.7 Selection Process

Upon review of all information provided by shortlisted Respondent, the evaluation committee will make a recommendation for selection to the Procurement Manager for concurrence and submission to CEDA Board of Directors. CEDA reserves the right to check references on any projects performed by the Proposer whether provided by the Respondent or known by CEDA. The selected response will be submitted for approval to CEDA Board. CEDA intends to select a response that best meets the needs of CEDA and provides the best overall value. Upon approval of the Respondent, a contract will be prepared by CEDA and presented to the Respondent for signature.

### SECTION 5 EVALUATION CRITERIA

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#### 5.1 Responsiveness of Response

Respondent is compliant with all the submission requirements of the RFQ.

Evaluation Criteria	Weight
<b>Technical Proposal</b>	
<b>Qualifications of the Firm</b> <ul style="list-style-type: none"> <li>• Respondents must provide a narrative listing the qualifications and experience that allow him/her to provide this service. Please refer to the list in Contractor Qualifications section (2.5) as a guide. Include a description of the firm's history and experience.</li> </ul>	20
<b>Key Personnel</b> <ul style="list-style-type: none"> <li>• Qualifications and experience of key personnel as evidenced by their credentials and relevant experience.</li> </ul>	20
<b>Past Performance</b> <ul style="list-style-type: none"> <li>• The Respondent demonstrated success in previous and or similar work. Firms should highlight all prior City of Chicago and Cook County experience.</li> <li>• The Respondent illustrates how previous and/or similar work will aid in their success with this project.</li> <li>• Quality of references as evidenced by relevant experience in projects of similar magnitude and/or scope of CEDA.</li> </ul>	20
<b>Demonstrated Understanding/Quality of the Proposed Plan of Action</b> <ul style="list-style-type: none"> <li>• Quality of the proposed plan of action as evidenced by the level of understanding of the proposed RFQ.</li> </ul>	10
<b>Financial Capacity</b> of the organization to undertake and successfully complete the services required.	10
<b>TOTAL</b>	<b>80</b>

### SECTION 6 SUBMISSION OF RESPONSES

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CEDA plans to award a contract from this RFQ to the firm that most thoroughly meets the qualifications set forth in this document.

## **6.1 Instructions for Submission**

Respondents are required to submit one (1) paper original and (1) USB copy no later than the time and date indicated in the RFQ. The original should be clearly marked “**ORIGINAL.**”

### **6.1.1 Time for Submission**

Responses shall be submitted no later than the date and time indicated for submission in this RFQ. Late or emailed submittals will not be considered.

#### **6.1.1.1 Timely Delivery of Responses**

The Response must be either delivered by hand or sent to CEDA, Office of the Procurement Manager through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFQ. Include the RFQ number on any package delivered or sent to CEDA, Office of the Procurement Manager and on any correspondence related to the Response. If using an express delivery service, the package must be delivered to the designated building and office. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered.

#### **6.1.1.2 Late Responses**

The Respondent remains responsible for ensuring that its Response is received at the time, date, place, and office specified. CEDA assumes no responsibility for any Response not so received, regardless of whether the delay is caused by the U.S. Postal Service, CEDA Postal Delivery System, or some other act or circumstance.

### **6.1.2 Format**

Responses not containing the following submittal requirements may be deemed non-responsive to this RFQ.

Respondent shall present their responses as a firm offer which, if accepted by the CEDA in its entirety, shall be binding between the parties. Each Respondent is required to submit one (1) package of original materials on plain paper and one on USB. The responses must be typed on standard 8 ½ x 11, letter size paper, typed with page numbers, 1" margins, minimum 11 pt. font, with printed material on one side only. Please include the following in the proposal in the order that is listed, separated by a tab insert identifying the section title as listed below. **DO NOT BIND.** Respondents are encouraged to organize their submittal in such a way as to follow the submittal requirements listed herein.

### **6.1.3 Complete Submission**

Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete responses may lead to a submittals being deemed non-responsive. Non-responsive submittals will not be considered.

### **6.1.4 Packaging and Labeling**

The outside wrapping/envelope shall clearly indicate the RFQ title and date and time for submission. It shall also indicate the name of the Respondent.

### **6.1.5 Schedule of Revisions to RFQ Schedule**

Should the Respondent consider that changes in CEDA's RFQ schedule are required; the Respondent shall submit a revised summary schedule with an explanation for the revision for CEDA's review. CEDA will be under no obligation to accept revised schedules.

## **6.2 Submission Requirements**

### **6.2.1 Cover Letter**

The cover letter shall be signed by an authorized representative of the Respondent. The letter shall indicate the Respondent's commitment to provide the services proposed at the price and schedule proposed.

### **6.2.2 Qualifications of the Firm**

Describe the firm's previous experience with providing the services listed in this RFQ for projects of similar type as described in the Scope of Services. Provide those skills that demonstrate prior experience in providing similar services. Provide at least three (3) contract examples with firms similar in size to CEDA.

Provide a list of references where relevant projects were implemented. Include the name of the contact person, name of the organization, project dollar value, address, telephone number and email address, so CEDA may verify the accuracy of all statements may be completing the reference form found in Exhibit E.

### **6.2.3 Key Personnel**

Provide a chronological resume for each of the key personnel proposed. Identify their specialized experience and professional qualifications as it relates to this contract as describe in the Scope of Services. In addition, provide the time commitment for each key personnel. Indicate the level of their commitment to other projects if any.

### **6.2.4 Proposed Plan of Action**

Responses must contain a brief statement of the company's methodology and relevant philosophy for the services requested in this RFQ. In addition, the Respondent must provide a detailed proposed plan of action indicating how all requirements will be met as stated in the Scope of Services and the methodology the implementation plan to successfully meet the goals of CEDA. The proposed plan of action shall include key milestones, staff & schedule, and ability to deliver value with a solution evidenced by cost savings as well as a current budget for the project.

### **6.2.5 Past Performance**

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 (5) years that you have completed that are similar in character, cost and size.

### **6.2.6 Tax Returns, Audited Financial Statements, or Unaudited (Compilation, Prepared, Reviewed) for the last two (2) years (Please submit these financial documents in a separate sealed envelope identified as "Confidential.")**

### **6.2.7 MBE/WBE/SBE/DBE/VBE Participation**

The Respondent must complete Exhibit D of this document, which will provide a listing of the minority and women-owned, small, veterans and disadvantaged business enterprises that will be used on this project and proof of certification for each firm listed. Certification



will be accepted from the City of Chicago, CEDA of Cook, State of IL., Women's Business Development Agencies and the Chicago Minority Business Development Council, Inc.

**6.2.8 Legal Actions**

Respondent shall include a detailed description of any disputes they currently are involved in, as well as, a complete list of any lawsuits, judgments occurring within the last five (5) years, and all current liens pending.

**6.2.9 System for Award Management (SAM)**

Provide a SAM number. For information on how to obtain a SAM number for your organization, please refer to the following website: <http://www.sam.gov>

**6.2.10 Dun and Bradstreet**

Provide a Dun & Bradstreet number. For information on how to obtain a D&B number for your organization, please refer to the following website: <http://www.dandb.com>

**6.2.11 Conflict of Interest**

Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

**6.2.12 Insurance**

Proof of current insurance or ability to obtain insurance coverage outlined in Exhibit A.

**6.2.13 Other**

Submit any information the Respondents deems pertinent to demonstrate its qualifications to perform the services being requested such as memberships in any professional associations.

**6.3 Proposal Evaluations and Award**

**6.3.1 Interviews**

CEDA reserves the right to interview any and all Respondents to discuss their submittals. Respondent agrees to participate in any subsequent meetings or presentations requested by CEDA in the evaluation of this response.

**SECTION 7 GENERAL CONDITIONS**

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**7.1 Insurance Requirements and Indemnification**

Response must be accompanied by written evidence of the type and amount of insurance maintained by Contractor. The Contractor shall indemnify, keep and hold harmless its agents, officials, and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against CEDA in consequence of the granting of this contract, or which may in anyway result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission by the Contractor or his employees, of a sub-contractor of his employees, if any, or of CEDA or its employees. The Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against CEDA in any such action, the Contractor shall, at his own expenses, satisfy and discharge them. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the CEDA as herein provided.

**7.2 Investigations Prior to Contract Award**

CEDA may make such investigations as are deemed necessary to determine the ability of the Contractor to perform the work. The Contractor 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 Contractor, fails to satisfy it that such Contractor is properly qualified to carry out the obligations of the contract.

### **7.3 Conflict 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.

### **7.4 Cost/Ownership of Responses**

CEDA owns all Responses. Responses will not be returned to select Sub-Recipient. CEDA shall not be responsible for expenses incurred in preparing and submitting the Response. Such costs shall not be included in the Response.

### **7.5 Confidentiality**

The Contractor agrees to keep the information related to all contracts 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 other to do so, taking such reasonable measures as are necessary to restrict access to the information in the Contractor possession, to those employees on the Contractor staff who must have the information on a "need-to-know" basis. The Contractor agrees to immediately notify, in writing, CEDA's authorized representative in the event the Contractor determines or has reason to suspect a breach of this requirement.

### **7.6 Response to Exhibits**

Respondents are required to complete and submit detailed responses to this RFQ, including, but not limited to the submittal requirements set forth in section 6.2 of this document and all Exhibits and applicable schedules.

### **7.7 Confidentiality**

The Respondents agrees to keep the information related to all contracts in strict confidence. Respondent agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit other to do so, taking such reasonable measures as are necessary to restrict access to the information in the Respondent possession, to those employees on the Respondent's staff who must have the information on a "need-to-know" basis. The Respondents agrees to immediately notify, in writing, CEDA's authorized representative in the event the Proposer determines or has reason to suspect a breach of this requirement.

### **7.8 Non-Discrimination**

The Respondent participating on this agreement 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/hers employment because of such individual race, color, religion, sex, age, handicap or national origin. (2) Limit segregate, or classify employees or applicants for employment in any way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affect his/hers status as an employee, because of such individuals.

### **7.9 Master Release of Lien**

By agreeing to perform weatherization work the Respondent agrees to the following terms.

1. The Respondent agrees that they will not, under any circumstances, seek payment from the owner or occupant of the premises improved.
2. The Respondent shall not file, suffer or permit any lien or other encumbrance of record as a claim against any site of a weatherization project in recognition that the only recourse for payment is from CEDA.
3. Signed lien waivers from each individual work location/property are required from any parties providing labor under a weatherization contract. The proposer agrees to inform any sub-contractor providing material to a weatherization property, prior to engaging such sub-contractors, that lien waivers are required in order for the proposer to invoice CEDA for weatherization material provided.

### **7.10 Drug-Free Workplace**

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the Respondent agrees to (i) provide a drug-free workplace for the Respondent's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Respondent's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Respondent that the Respondent maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Respondent.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Respondent in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

### **7.11 Appeal and Protest**

Unsuccessful Respondents shall have (5) five calendar days from the date of notification of the contract award to file a written protest with CEDA, through the Procurement Department. The written protest shall include reason(s) for the protest with supporting documentation where appropriate.

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

**SECTION 8 PROPOSAL AFFIDAVIT**

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On behalf of \_\_\_\_\_ I submit this proposal to the Community and  
(Company Name)  
Economic Development Association of Cook County, IL to provide 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

**EXHIBIT A  
INSURANCE REQUIREMENTS**

Proposers must meet the following CEDA standards and maintain at a minimum the types and amounts of insurance coverage set forth below, and must provide CEDA with the certificates evidencing such coverage. CEDA reserves the right to ask for higher levels of coverage.

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Worker's Compensation	Statutory-State of Illinois
Employers a. Each Accident  b. Each Employee Disease  c. Policy Aggregate Disease	\$500,000.00  \$500,000.00  \$500,000.00
Commercial General Liability a. Per occurrence  b. General Aggregate 1. General Aggregate-Per Project 2. General Aggregate Products  Completed Operations  Personal and Advertising Injury  Fire Legal Liability (any one fire)  Medical Expense (any one person)	\$1,000,000.00  \$2,000,000.00 \$2,000,000.00  \$1,000,000.00  \$1,000,000.00  \$100,000.00  \$5,000.00 To the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of CEDA.
Umbrella Excess Liability (Coverage must be in excess of Commercial General Liability, Automobile Liability, and Employer's Liability. It shall be no more restrictive than the primary coverage listed.)	\$2,000,000.00 over Primary Insurance \$1,000.00 retention for Self-Insured Hazards Each Occurrence
Business Auto Liability (This Policy must provide coverage for all owned, non-owned, and hired autos.)	\$1,000,000.00

CEDA must be named as additional insured on all coverages noted above. Proposers' policies must include Primary and Noncontributory status in favor of CEDA. Contractor 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.

Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this proposal, or otherwise. All amounts owed by Contractor to CEDA as a result of the liability provisions of the Contract shall be paid on demand.

**EXHIBIT B  
CONTRACTOR'S AFFIDAVIT**

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\_\_\_\_\_  
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.

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

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

\_\_\_\_\_  
Title

All bidders/proposers 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 No.: \_\_\_\_\_
- 14. SAMS Cage Code No.: \_\_\_\_\_

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

Date Business Started: \_\_\_\_\_

**Based on the selection above, complete the corresponding section below:**

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

- a. Incorporated in \_\_\_\_\_
- b. Authorized to do business in the State of Illinois  Yes  No
- c. Names of all officers and directors of corporation (or attach a list)

*Name & Title*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 2. Partnership**

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

<i>Name of Partners</i>	<i>Percentage of Interest</i>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. Sole Proprietorships**

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

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

*Name(s)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 4 – Joint Venture**

If the Contractor is a joint venture, indicate the name of each partner or attach a list and the percentage of interest of each therein.

<i>Name of Partners</i>	<i>Percentage of Interest</i>
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %



**SECTION 5. 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 statutes, 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 6. 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**

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 C**  
**CERTIFICATION REGARDING LOBBYING**

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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.

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Authorized Officer Signature

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Title

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Organization

**EXHIBIT D  
DIVERSITY FORM**

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**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-contractor 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 sub-contractors?
  - 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 Proposers who subcontract with small businesses, minority-owned firms and women owned enterprises.

**EXHIBIT E  
BUSINESS INFORMATION AND REFERENCES**

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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 RFQ. Please specify the type of work performed for the reference.

Company/Agency Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Type of Business \_\_\_\_\_

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Company/Agency Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Type of Business \_\_\_\_\_

---

Company/Agency Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Type of Business \_\_\_\_\_