



**Request for Proposal  
Specification No. RFP01132022**

**for**

**CEDA External Auditor**

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

Late proposals will not be accepted.

**Questions**

**Questions are due by Friday, January 21, 2022, by 3:00PM**

**Submissions are due by Wednesday, February 2, 2022, 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 Shawnee Little at [slittle@cedaorg.net](mailto:slittle@cedaorg.net).

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. RFP01132022**

## **SECTION 1 INTRODUCTION**

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The Community and Economic Development Association of Cook County Inc. (“CEDA”) is a 501 (c)(3) nonprofit corporation. CEDA is a Community Action Agency serving Cook County. It provides economic development and human service programs to address the needs of low-income Cook County residents and the underlying conditions that cause those needs. CEDA provides a variety of services and programs including but not limited to the Low-Income Heating and Energy Assistance Programs (LIHEAP), home Weatherization services, WIC, Housing Programs, and Community Engagement and Family Service programs.

CEDA currently employs approximately 350 people and annual revenues for the FY22 year are budgeted at \$200 million. The organization has a June 30 fiscal year end. The organization receives approximately \$115 million in federal grants annually. Both Financial Statement and Single Audit Reports are required.

Please see [www.cedaorg.net](http://www.cedaorg.net) for additional information.

## **SECTION 2 SCOPE OF SERVICE**

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CEDA is seeking proposals from CPA firms to provide audit and tax services for the fiscal year ending June 30, 2022. Note that the Finance/Audit Committee of the organization’s Board of Directors is the decision maker in the hiring of the organization’s auditor and the organization is acting at the direction of the Finance/Audit Committee.

The Finance/Audit Committee’s decision to solicit audit and tax proposals aligns with guidance provided in the Community Services Block Grant (CSBG) organizational standards that recommend Community Action Agencies review auditor performance and solicit bids for the audit a minimum of every five years.

Proposals should cover the following audit services:

- Completion of an annual financial statement audit of CEDA.
- Issuing a report on CEDA’s internal control over financial reporting based on the firms’ audit of the financial statements.
- Issuing a report on CEDA’s internal control over financial reporting based on the firm’s audit.
- Expressing an opinion on CEDA’s compliance, in all material respects, with types of compliance requirements described in the US Office of Management and Budget (OMB) Compliance Supplement that are applicable to each of CEDA’s federal award programs.
- Issuing a report on CEDA’s internal control over compliance based on the audit of CEDA’s compliance with the types of compliance requirements that are applicable to each of CEDA’s major federal award programs.
- Issuing a report on CEDA’s schedule of expenditures of federal awards.
- Attendance at and reporting to the Finance/Audit Committee once or twice a year and as otherwise required based upon audit results.
- Presentation of the audit reports and related findings to the full Board of Directors.

Proposals should cover the following tax related services for CEDA:

- Preparation of Federal and Illinois Form 990, Return of Organization Exempt from Income Tax for each entity

Proposals should cover the following non-attest services:

- Assist by preparing a draft of the financial statements and related notes
- Assist with preparation of the Data Collection Form (Federal Audit Clearinghouse Submission)

Electronic copies of the June 30, 2021, audit report, Single Audit Report and federal and state tax returns will be provided upon request.

For control purposes, we ask that you submit any questions regarding this request for proposal in writing to Shawnee Little, Procurement Manager at [slittle@cedaorg.net](mailto:slittle@cedaorg.net). CEDA's responses to the submitted questions will be shared with all proposers.

## **2.1 Expected Goals and Outcomes**

The Auditor will provide the services described above in section 2.0.

## **2.2 Project Deliverables**

Project deliverables are listed above in section 2.0.

## **2.4 Respondent Qualifications**

The selected proposer must meet the following requirements:

- Certified Public Accounting Firm (CPA Firm) with experience auditing 501(c)3 nonprofit organizations, including Community Action Agencies or similar entities.
- The company must have been in business operating as a CPA firm for a minimum of five years.

## **2.5 Participation of Minority, Women-Owned, Small, Veterans and Disadvantaged Business Enterprises**

CEDA is a Community Action Agency in partnership with communities to bring public and private resources to end poverty. CEDA aggressively seeks minority, women-owned and disadvantaged, veterans 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.

## **2.6 Contract Period**

The initial contract period will run through June 30, 2022. This contract includes four (4) additional one (1) year extensions to be exercised at the mutual agreement of CEDA and the successful Respondent. All awards are contingent on CEDA's need and availability of funds.

## **SECTION 3 INSTRUCTIONS TO RESPONDENTS**

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### **3.1 Instructions**

This RFP provides potential Respondent with sufficient information to enable them to prepare and submit proposals. This RFP also contains the instructions governing the submittal of a proposal and the materials to be included therein, including CEDA requirements, which must be met to be eligible for consideration. All proposals must be complete as to the information requested in this RFP in order to be considered responsive and eligible for award. Respondents providing insufficient details will be deemed non-responsive. CEDA is not obligated, either to purchase the full services or the products proposed by the Respondent, nor to enter into an agreement with any one Respondent.

### **3.2 Clarifications/Questions**

Questions regarding this RFP will be submitted in writing to the Contact person listed on the cover page of this RFP no later than Friday, January 21, 2022 by 3:00 PM. Oral interpretations of proposal documents are not binding.

### **3.3 Uniformity**

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. CEDA reserves the right to waive minor variances or irregularities.

### **3.4 Proposal Material**

The Proposal material submitted in response to the RFP becomes the property of CEDA upon delivery to the Department of Procurement and will be part of any contract formal document for the goods or services which are the subject of this RFP.

### **3.5 Addenda**

Should any Respondent have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Department of Procurement no later than Friday, January 21, 2022 by 3:00 PM to obtain clarification prior to submitting a Proposal. Such inquires must reference the proposal due date and CEDA RFP number.

Any clarification addenda issued to Respondents prior to the Proposal due date shall be made available to all Respondents. Since all addenda become a part of the Proposal, the Addenda Acknowledgement Form (found in Exhibit F) *must be signed by an authorized Respondent representative and returned with the Proposal. Failure to sign and return any and all addenda acknowledgements may be grounds for rejection of the Proposal.*

Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by CEDA. If issued, CEDA will post the addenda on CEDA website: [www.cedaorg.net](http://www.cedaorg.net). In the event there are any conflicts between the general terms and conditions and any special terms and conditions, the special terms and conditions shall take precedence.

### **3.6 Respondents Responsibility for Services Proposed**

The Respondent must thoroughly examine and will be held to have thoroughly examined and read the entire RFP document. Failure of Respondent to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

### **3.7 Errors and Omissions**

The Respondents expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any error or omission to the detriment of the services or CEDA. Should the Respondent suspect any error, omission, or discrepancy in the specifications or instructions, the Respondent shall immediately notify CEDA in writing, and CEDA will issue written corrections or clarifications. The Respondent is responsible for the contents of its Proposals and for satisfying the requirements set forth in the RFP. Respondent will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Respondent in the process of putting the proposal together.

### **3.8 RFP Interpretation**

Interpretation of the wording of this document shall be the responsibility of CEDA and that interpretation shall be final.

### **3.9 Confidentiality and Response Cost and Ownership**

From the date of issuance of the RFP until the due date, the Respondent must not make available or discuss its Proposal, or any part thereof, with any employee or agent of CEDA. The Respondent is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois statutes.

### **3.10 Pricing**

All price quotes requested should be provided by the Respondent.

### **3.11 Use of Sub-Respondents**

Sub-Respondents should not be utilized to provide services.

### **3.12 Period of Firm Proposal**

Prices for the proposed service must be kept firm for at least one hundred and twenty (120) days after the last time specified for submission of Proposals. Firm proposals for periods of less than this number of days may be considered non-responsive. The Respondent may specify a longer period of firm price than indicated here. If no period is indicated by the Respondent in the proposal, the price will be firm until written notice to the contrary is received.

### **3.11 CEDA Rights**

CEDA reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the Respondent, to accept any item in the offer. CEDA also reserves the right to accept or reject all or part of your Proposal, in any combination that is economically advantageous to CEDA.

### **3.12 Alteration/Modification of Original Documents**

The Respondent certifies that no alterations or modifications have been made to the original content of this RFP or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this proposal). Any alternates or exceptions (whether to products, services, terms, conditions, or other procurement document subject matter) are apparent and clearly noted in the offered proposal. Respondent understands that failure to comply with this requirement may result in the proposal being disqualified and, if determined to be a deliberate attempt to misrepresent the proposal, may be considered as sufficient basis to suspend or debar the submitting party from future procurement opportunities.

## **SECTION 4 EVALUATION PROCESS**

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### **4.1 Proposals Evaluation and Award**

Proposals will be evaluated based the quality of the Respondents credentials and experience. Evaluation of proposals is the sole responsibility of CEDA and based totally on CEDA's assessment of responses. The CEDA Procurement Director reserves the right to enter into agreement or reject any or all proposals when, in her opinion, the best interest of CEDA will be served.

### **4.2 Responsiveness Review**

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

### **4.3 Acceptance of Proposals**

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

### **4.4 Evaluation Process**

Proposals will be scored on a one hundred (100) point scale by an evaluation committee. The committee will evaluate all responsive proposals in accordance with the evaluation criteria detailed below.

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

### **4.5 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 Proposal 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 RFP.

**4.6 Best and Final Offer**

CEDA reserves the right to request a Best and Final Offer from finalist Respondent, if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs as well as answers to specific questions that were identified during the evaluation of Proposals.

If CEDA chooses to invoke this option, Proposals will be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually *brief (i.e., five (5) business days)*.

**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 Respondent whether provided by the Respondent or known by CEDA. CEDA intends to select a proposal that best meets the needs of CEDA and provides the best overall value.

**SECTION 5 EVALUATION CRITERIA**

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**5.1 Responsiveness of Proposal**

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

**5.2 Evaluation Criteria**

The following criteria will be utilized by the Finance/Audit Committee to assist with the evaluation:

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
• Organization profile and experience	20
• Fee Proposal	20
• Audit methodology and project planning	15
• Key personnel assigned to the audit (profiles, experience and qualifications)	15
• Audit and tax work proposed timetable coincides with CEDA requirements See requirement section 6.2.5.	15
• Capability to counsel CEDA and provide ongoing education to CEDA Staff and Board on nonprofit related audit updates, changes in Accounting Pronouncements, etc.	15
<b>TOTAL POINTS</b>	<b>100</b>

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

**SECTION 6 SUBMISSION OF PROPOSAL**

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**6.1 Instructions for Submission**

**Time for Submission**

Proposals shall be submitted no later than the date and time indicated for submission in this RFP. Late submittals will not be considered.

**6.1.2 Format**

Proposals not containing the following submittal requirements may be deemed non-responsive to this RFP.

Respondents shall present their proposals as a firm offer which, if accepted by the CEDA in its entirety, shall be binding between the parties. 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 RFP. Incomplete proposals may lead to a proposal being deemed nonresponsive. Nonresponsive proposals will not be considered.

**6.1.4 Packaging and Labeling**

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

**6.1.5 Timely Delivery of Proposals**

Proposals should be emailed to [slittle@cedaorg.net](mailto:slittle@cedaorg.net). If delivering via carrier or by hand, Office of the Procurement Manager through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to CEDA, Office of the Procurement Manager and on any correspondence related to the Proposal. If using an express delivery service, the package must be delivered to the designated building and office.

**6.1.6 Late Proposals**

The Respondents remains responsible for ensuring that its Proposal is received at the time, date, place, and office specified. CEDA assumes no responsibility for any Proposal 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.

**6.1.7 Schedule of Revisions to RFP Schedule**

Should the Respondents consider that changes in CEDA's RFP schedule are required; the Respondents 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 Respondents commitment to provide the services proposed at the price and schedule proposed.

**6.2.2 Table of Contents**

**6.2.3 Qualifications of the Firm**

Describe the firms experience providing Auditing and Tax services to the nonprofit industry, including the history of serving nonprofit organizations in the Chicagoland area.

**6.2.4 Key Personnel**

Provide a resume for each of the key personnel that would be assigned to this engagement. Identity their specialized experience and professional qualifications as it relates to serving a nonprofit organization such as CEDA.

If applicable, provide a resume of other employees who would provide support, technical expertise or other added value to ensure success of the engagement.

**6.2.5 Delivery and Approach**

Proposals must contain a brief statement of the company's methodology and relevant philosophy for providing audit and tax services to nonprofit organizations. Why should CEDA choose your firm?

This section should include an Audit Timetable indicating when the below activities would be scheduled. CEDA has included suggested timeframes below.

Activity	Date
Planning Meetings/Pre-work	May - June
Audit Fieldwork	Starting Early to Mid-September
Submission of Draft Audit Reports and Management Letter	Early November
Presentation of Final Draft Reports at CEDA F&A Committee and Board Meetings	Mid-November
Delivery of Final Audit Reports and Management Letter	Late November
Delivery of Tax Returns	January - February

If Respondent proposes to deviate from the above suggested timeframes, CEDA requests Respondent clearly state their proposed time frames and the reason for the deviation.

**6.2.6 Fee Proposal**

Respondent should provide the fee proposal for all services requested in this RFP. CEDA will need to compare Respondent fees. Therefore, CEDA's preference is that **Audit Fees and Tax Fees be quoted separately on a fixed fee basis to the extent possible.** Provide Audit Fees and Tax Fees for each of the five years requested. Fees should be all-inclusive and include amounts for travel and all other miscellaneous charges so that CEDA can easily compare proposal costs.

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

If the Respondent is a minority vendor, please complete Exhibit C of this document. Certification will be accepted from the City of Chicago, CEDA of Cook, State of IL., Women's Business Development Agencies' Chicago Minority Business Development Council, Inc. Other certifications may be accepted at CEDA's discretion.

**6.2.8 Legal Actions**

Respondents 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, if applicable.

**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 Independence and Conflict of Interest**

Discuss the firm's independence with respect to CEDA. 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**

Provide proof of current liability insurance coverage.

**6.2.13 Peer Review Report**

Include a copy of the firms most recent peer review report, the related letters of comment, and the firm's response to the letters of comment.

**6.2.14 Ongoing Education and Other Items**

Capability to counsel CEDA and provide ongoing education to Staff and Board on nonprofit related audit updates, changes in Accounting Pronouncements, etc.

Include in this section any other information the Respondent deems pertinent to demonstrate its qualifications to perform the services requested.

**6.3 Proposal Evaluations and Award**

**6.3.1 Interviews**

CEDA reserves the right to interview any and all Respondents to discuss rates, hours, etc. and to negotiate best and final pricing. Respondent agrees to participate in any subsequent meetings or presentations requested by CEDA in the evaluation of this proposal. The Finalists may be asked to attend a thirty-minute (30) Microsoft Teams meeting on Thursday, February 17<sup>th</sup> between the hours of 11:30am and 1:30pm.

**6.3.2 Contract Award**

A contract will be awarded to the Respondent whose proposal, in the sole judgment of CEDA most thoroughly meets the qualifications outlined in this document. CEDA reserves the right to review all proposals submitted for a maximum period of thirty (45) days after the date of submission, and by submitting a proposal, the Respondent agrees that the amount specified in the proposal shall remain in full force and effect for the thirty (45) day period. No Respondent shall modify, withdraw, or cancel its proposal or any part thereof for sixty (60) days after the date of submission.

The selected proposal(s) must enter into an Agreement with CEDA within fifteen (15) days following its notification of selection. CEDA in its sole discretion may extend the period up to a maximum 3-day period. CEDA may replace the selected proposal with a replacement if the selected proposal does not sign the Agreement with CEDA by the end of the 15th day or extended period.

**SECTION 7 GENERAL CONDITIONS**

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**7.1 Insurance Requirements and Indemnification**

Proposal must be accompanied by written evidence of the type and amount of insurance maintained by Respondent. The Respondent 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 Respondent or his employees, of a sub-Respondent of his employees, if any, or of CEDA or its employees. The Respondent 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 Respondent shall, at his own expenses, satisfy and discharge them. The Respondent expressly understands and agrees that any performance bond or insurance protection required by this

contract, or otherwise provided by Respondent, 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 Proposal Award**

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

### **7.3 Officials or Employees**

No officer or employee of the CEDA, or the governing body of the CEDA, who exercises any responsibilities with respect to the purchase to be made, shall during his tenure in office, have any interest, direct or indirect, in any contract or purchase order issued as a result of this proposal process.

### **7.4 Exemption from Retailers, Occupation or Use Taxes**

CEDA is a non-profit corporation recognized by the Internal Revenue Services as a 501 (c) (3) exempt organization and by the State of Illinois as organized exclusively for charitable purposes. CEDA is exempt by law from Retailers Occupation Tax (both State and Local), Use Tax and the Service Use Tax of IL on materials or services purchased in connection with the work. Consultants, Respondent or selected Respondent that perform services for or supply equipment and materials to the CEDA must pay, as a cost of the Work, all existing and future applicable federal, state, and local taxes that apply to them, whether direct or indirect, incurred in connection with the services. The quoted hourly billing rate must include all other Federal, State and/or Local direct or indirect taxes that apply.

### **7.5 Cost/Ownership of Proposals**

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

### **7.6 Response to Exhibits**

Respondents are required to complete and submit detailed responses to this Proposal, 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 Respondent 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 staff who must have the information on a "need-to-know" basis. The Respondent agrees to immediately notify, in writing, CEDA's authorized representative in the event the Respondent determines or has reason to suspect a breach of this requirement.

### **7.8 EEOC**

Respondent participating on this agreement must display EEO (Equal Employment Opportunities)/AA (Affirmative Action) posters; they must have established policies, processes and forms to address complaints of discrimination by employees and clients.

### **7.9 Non-Discrimination**

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.

### **7.10 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 Sub-Recipient'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 sub-contract 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 Sub-Recipients 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 CEDA to  
(Business)  
provide a External Audit Services.

I certify that I \_\_\_\_\_ have full authority to bind  
(Name)  
\_\_\_\_\_ to this proposal and the terms and conditions of  
(Business Name)  
this Request for Proposals.

\_\_\_\_\_  
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 B  
RESPONDENT'S AFFIDAVIT**

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\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Respondent Address

\_\_\_\_\_  
Respondent Telephone Number

*Instructions:*

FOR USE WITH ALL CONTRACTS. Every Respondent 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 Respondent'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.

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\_\_\_\_\_  
I certify that I am authorized to execute this Respondent'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.

Proposer 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 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 #: \_\_\_\_\_

Respondent 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 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 Proposer is a sole proprietor and is not acting in any representative capacity on behalf of any beneficiary:

Yes  No *If "No," complete items b and c.*

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

*Name(s)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION 4. Certification Regarding Suspension and Disbarment**

Proposer 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, Proposer 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 Respondent'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:**



**EXHIBIT C  
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.

**EXHIBIT D  
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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

**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

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 \_\_\_\_\_

