



**Invitation for Bid
Specification IFB04042022**

For

**HVAC Labs
For CEDA Weatherization**

Bid Submitted By

Bidder: _____ Phone No. _____

Address: _____

Contact Name: _____ Email: _____

**Submittals from minority, women and disadvantaged business enterprises are encouraged.
Late bids will not be accepted.**

VITUAL PUBLIC OPENING/SUBMITTAL DUE DATE

**May 6, 2022
at 12:00pm at
CEDA Central Office Via Teams
567 W. Lake Street, Ste. 1200
Chicago, IL 60661**

Due to precautions taken because of the pandemic, 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.

If you are delivering by hand or mail address the envelope:

**CEDA-Procurement
567 W. Lake Street, Suite 1200
Chicago, IL 60661**

Envelope Must Be Labeled: Specification No. IFB03162022

There will be an in-person walk-through on Wednesday April 27, 2022 at 9:00AM. The walk-through will be held at 450 W 169th St South Holland, IL. Attendance is strongly encouraged but is NOT mandatory.

Questions will be taken through Friday, April 29, 2022. All questions should be emailed to Shawnee Little at slittle@cedaorg.net.

IFB SUBMISSION CHECKLIST

Bids submitted by Contractors must contain the forms and items listed in order to be considered for a contract award. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item: **The following required documents are provided in the IFB and must be fully completed:**

1. _____ Cover Letter
2. _____ Section 7 Bid and Execution of Documents
3. _____ Form A Bid Form
4. _____ Form B Proposed Subcontractor
5. _____ Exhibit A Agreement Between CEDA and Contractor: Insurance And Indemnity
6. _____ Exhibit C Contractors Affidavit
7. _____ Exhibit D Diversity Form
8. _____ Exhibit E Business Information and References
9. _____ A completed Internal Revenue Service W-9 form
10. _____ State of Illinois Certificate of Good Standing from the Illinois Secretary of State
11. _____ General Contractors License
13. _____ Proof of current insurance
14. _____ At least three (3) current references from projects similar in size of CEDA
15. _____ DUN and Bradstreet Number
16. _____ SAMS Cage Code Number

SECTION 1 INTRODUCTION

The Community and Economic Development Association of Cook County Inc. (CEDA) is a community action the Contractor for Cook County. Through various grant funds, CEDA provides economic development and human service programs to address the needs of low-income Chicago and suburban Cook County residents and the underlying conditions that cause those needs.

SECTION 2 SCOPE OF WORK

CEDA Weatherization Training is looking for bids to construct a heating and cooling training lab to feature operational forced air furnaces, split system air conditioning, domestic water heaters, hydronic and steam boilers and ventilation equipment. The equipment will be installed at our South Holland location in an existing industrial space. The intention for the lab is to provide basic to advanced training on multiple types of equipment, simulating typical faults, ductwork imbalances, correct installations while retaining the flexibility to adjust for future training requirements. Good communication and working closely with the CEDA training team to understand the full intent is required. There will be ongoing major construction projects running simultaneously to the construction of the lab requiring communication and the ability to work while other contractors are operating in the building.

The scope of work will include bringing water and gas from the main building connections to the lab area, cutting the floor and trenching for additional floor drains, providing updated electrical transformer (current transformer provides only 208v) and dedicated electrical panel, saw cutting or coring the exterior precast concrete wall for A/C line sets, providing duct work for the furnaces and sufficient loads for the space heating boilers to allow for operation. In addition to the above other highlights the scope will include but may not be limited to the following:

1. Provide GFCI protection on all circuits that go to all the HVAC equipment.
2. Provide a master electrical shut off with panic buttons that will shut down all power to HVAC main panel. Provide a colored indicator light to indicate that equipment is energized.
3. Provide gas meters to the gas-powered appliances, covering 3 sections of the appliances. This is not intended for billing but to train students on clocking a gas meter and analyzing appliance fuel usage.
4. Provide yellow indicator light to show that the gas lines are pressurized.
5. Provide fan coil, storage tanks, and a variety of radiators/convectors (as specified by CEDA) to put a load on the boilers so they can run for extended periods of time.
6. All of the water heaters need to have cold water supply and hot water drain connections to allow water to flow through them and remove the hot water and air that accumulates in the water heater when it runs. These water heaters will be piped to a utility sink (installed as part of the work scope) in the NE corner of the lab to provide load on the system.
7. Provide a hot water expansion tank installed on the cold-water side of at least one water heater. Provide dielectric unions to show connection between steel pipe and copper pipes.
8. Provide commercial CO detectors and natural gas detectors with alarms in the lab area.
9. All piping and circuits need to be color coded and labeled including but not limited to; water lines, gas lines, drain lines, hydronic and steam plant piping, electrical piping, controls, and venting.
10. It is expected for the contractor to take into consideration all equipment and materials required for successful completion of the project.
11. All other details included in the mechanical design drawings.

SECTION 3 PROJECT INFORMATION

3.1 Site Walk-Through Schedule

A site walk-through will be held on Wednesday, April 27, 2022 at the time and location listed below:

9:00 AM

450 W 169th St South Holland, IL

Parking is available in the lot to the west of the building. Please enter through the door next to the loading docks.

3.2 Virtual Public Bid Opening – Friday, May 6, 2022 at 2:00pm

3.3 Submittal Requirements – See page 2, IFB Submission Checklist

3.4 Insurance Requirements: See Exhibit A

3.5 Time of Completion/Contract Duration – Contract duration is for 6 months with one 6-month extension available. The project completion is due by Thursday, June 30, 2022
Construction Start Date of Monday, May 16, 2022
Construction Completion date of Thursday, June 30, 2022

3.5.1 The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified above. The Contractor and the CEDA understand and agree that the time for the completion of the Work described herein is reasonable time.

SECTION 4 INSTRUCTIONS TO BIDDERS

4.1 Examination of Documents by Bidder

CEDA will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the Procurement Manager, **Attn: Shawnee Little at slittle@cedaorg.net**. Request for Interpretation and questions are due by the date specified in this IFB. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in CEDA. Although all addenda will be e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda as required shall result CEDA finding the bid non-responsive and rejecting the bid. CEDA shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to CEDA.

4.2 Interpretations of Addenda

Should any Contractors 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 April 29, 2022, by 3:00PM to obtain clarification prior to submitting a Proposal. Such inquires must reference the proposal due date and CEDA IFB number.

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

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. 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.

4.3 Qualifications of Bidder

- A minimum of 3 years in business
- Have an active SAMS and Duns number
- Certificate of good standing - State of Illinois
- General Contractor license
- Provide examples of similar projects, working in occupied space, commercial HVAC installations
- List of anticipated subcontractors
- Meets or exceeds the insurance and indemnity requirements in Exhibit A.

4.4 Withdrawal of Bids before Bid Opening

Any Bidder may withdraw its bid by letter, facsimile, e-mail request, or by personally securing, with proper identification, the submitted bid at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

4.5 Virtual Opening of Bids

At the time and place fixed for the opening of bids, CEDA will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

4.6 Evaluation of Bids

- a. CEDA reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Bid and/or the total amount of any other schedule required.
- b. Along with reviewing the calculations of each bid, CEDA will evaluate each Bidder's responsiveness to all Bid requirements and responsibility of the bidder.
- c. CEDA may require that the apparent low bidder and any other bidder submit a breakdown of their bids, as appropriate. CEDA may also require the apparent low bidder or any other bidder to attend a pre-award meeting to review their bids in detail.

4.7 Protests

- a. The bidder shall submit any protests or claims regarding this solicitation to the office of CEDA's President and CEO. A pre-bid protest must be filed five (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.
- b. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the President and CEO take.

4.8 Licensing & Permits

The Bidder is responsible for maintaining all applicable licenses required for performance under this contract. The Bidder is also responsible for acquiring all applicable permits prior to performing permit-related work.

4.9 Award of Contract; Rejection of Bids

- a. The Contract will be awarded to the most responsible and responsive Bidder.
- b. The Bidder agrees that its bid shall be valid for no less than ninety (90) days of the bid opening and that the bid may not be withdrawn until that time.
- c. The Bidder to whom the award is made will be notified as soon as practicable after CEDA approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- d. If written notice of the acceptance of this Bid is mailed or e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with CEDA with the Bid as accepted.

- e. Upon award of Contract, CEDA will process the Contract for final execution.
- f. CEDA reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

SECTION 5 TECHNICAL SPECIFICATIONS

The Contractor must follow all applicable codes, standards, and manufacture instructions as they relate to the implementing of the scope of work outlined in Section 2 of this document, unless otherwise instructed by CEDA. The contractor must install the provided equipment according to the design specifications, CEDA's functional needs, and permit drawings set forth in Attachment I. CEDA will provide the equipment listed in Attachment I and the contractor may be required to supplement with the necessary materials to ensure proper operation according to manufacture specification. All proposals shall detail any such supplemental materials and provide line-item pricing for each.

SECTION 6 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.

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

SECTION 7 BID AND EXECUTION OF DOCUMENTS (Contract for Work)

7.1 Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. _____ (to be completed by Procurement), including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents Terms and Conditions, Technical Specifications, any other relevant documents, and Addenda Nos. (None unless indicated here)

Further, the Contractor, having become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the HVAC Lab equipment installation located at the site designated as required by and in strict accordance with the Contract Documents for the bid amount indicated on the next page. The Bid as accepted by CEDA and awarded to the Contractor shall be the contract price listed on the next page. The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by CEDA and that it will complete the Work within the time set forth in "Project Information."

The contract price, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Contractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

CONTRACTOR: _____

Signature of President or Authorized Officer

Title

Date

7.2 Acceptance of the Bid

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in original counterparts the day and year first above written.

Community and Economic Development Association of Cook County, Inc.

President and CEO

Date

FORM A
BID FORM

I certify that the information provided in this bid is true and factual. I have full authority to bind _____ to this bid and the terms and conditions set forth in this IFB.
(Company Name)

On company letterhead please submit a summary narrative of work proposed and a chart with line-item pricing and description per scope of work. Contractors should attach this sheet to front of their Bid.

Signature of President or Authorized Officer

Print

Title

Date

**FORM B
PROPOSED SUBCONTRACTORS**

Contractor Name and Address:

Contractor must, at minimum, identify who will perform the following on each and every work order, even if it is the contractor himself. If a subcontractor will be used, **the subcontractor must submit to CEDA a certificate of insurance**. They must either carry their own insurance meeting CEDA's insurance requirements (Exhibit A) or be carried under the Contractor's insurance.

Type of Work	Contact Name Address & Phone*	FEIN / SS #	SAMS / DUNS Number	Status Current/New
General Carpentry				
Concrete/masonry				
Concrete cut and core				
Plumbing				
Heating & Cooling				
Electrician				
Roofing**				
Other				

*Subcontractor must provide their license number and a copy of their license with their company information if applicable.

**Contractors subcontracting roofing work covered under the Illinois roofing Industry Licensing Act must include name, address, and phone number of subcontractor. In addition, the contractor must attach a copy of the subcontractor's roofing license.

Exhibit A
AGREEMENT BETWEEN CEDA AND CONTRACTOR: INSURANCE AND INDEMNITY

This Agreement is made this _____ day of _____, 20____, between The Community and Economic Development Association of Cook County, Inc., (“CEDA”) and _____, (“Contractor”).

Whereas, CEDA intends to engage Contractor to provide construction related services for improvements to residential properties within Cook County, Illinois in connection with CEDA’s Home Weatherization grant program; and

Whereas, CEDA and Contractor understand and agree that procurement of commercial insurance is essential to mitigate risk of loss to persons and property incident to the undertaking of said services;

Now therefore, CEDA and Contractor agree that as a material term of and condition of CEDA’s agreement to engage Contractor to perform services, Contractor shall purchase and maintain the following types and amounts of insurance for the benefit of CEDA and designated property owners (“Owners”) where applicable, and shall indemnify CEDA and Owners against losses and liabilities, as provided below:

AGREEMENT:

I. INSURANCE TO BE PROVIDED BY CONTRACTOR

A. General Requirements

1. All policies of insurance provided by Contractor shall be:

- a) Procured at Contractor’s sole expense at no cost to CEDA.
- b) Satisfactory in form and substance to CEDA and issued by an insurance company authorized to conduct business in the State of Illinois with an AM Best Company rating of A or better.
- c) Issued on an occurrence based, and not a claims-made, basis.
- d) Maintained in force until the date of final payment for Contractor’s services, or any portions thereof, subject to Section B(2)(b) below requiring extended product and completed operations coverage for a period of at least 2 years after final payment.
- e) Issued with written endorsements naming CEDA as additional insured on ISO endorsement forms CG 2010 10/01 and CG 2037 10/01.

2. Contractor shall furnish evidence of all required insurance policies and endorsements to CEDA within (10) days after the date of execution of this Agreement.

3. Contractor shall not permit cancellation or lapse of any policy of insurance or related coverage required by this Agreement without 30 days’ prior written notice to CEDA; and in the event Contractor receives notice of any actual or impending cancellation, Contractor shall deliver written notice of same to CEDA within 2 business days of receipt.

B. Coverage Types and Minimum Limits

Contractor shall purchase and maintain the types of insurance coverage having minimum limits as follows:

1. Workers' Compensation, Occupational Disease and Employer's Liability Insurance with limits not less than those required by any Employee Benefit Act or other applicable state and federal laws or \$1,000,000, whichever is greater; or in such additional amount as CEDA may reasonably require.
2. Commercial General Liability Insurance with combined Bodily Injury and Property Damage limits of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate; and:
 - (a) Provide coverage for explosion, collapse, underground hazard, completed operations coverage and broad form blanket contractual liability coverage insuring CEDA against any and all claims for bodily injury, death, and damage to the property of others arising from Contractor's operations including performance of work or services by anyone directly or indirectly employed by Contractor or under Contractor's control.
 - (b) Products and completed operations coverage shall be maintained for a period of at least 2 years following completion of Contractor's services and acceptance by CEDA as evidenced by final payment to Contractor, or for such longer period as CEDA may reasonably require.
 - (c) Contractor's Commercial General Liability insurance policy shall be issued on ISO form CG2503, Designated Construction Project(s) General Aggregate Limit or equivalent.
 - (d) Contractor's Commercial General Liability Policy shall not contain any of the following:
 - (i) a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would otherwise be provided by the policy;
 - (ii) any provision, definition or endorsement which would serve to eliminate third party action over claims;
 - (iii) any exclusion or limitation relating to work or services performed on residential property.
3. Owner's Protective Liability Insurance may in some instances be required by CEDA in addition to, and not as a substitute for, Contractor's commercial general liability insurance when in CEDA's sole discretion the scope of Contractor's services and operations for a particular project so warrant. In such instance CEDA shall notify Contractor in advance, and Contractor shall purchase and maintain a policy of Owner's Protective Liability Insurance naming CEDA and / or Owners as the insureds and having minimum limits as CEDA may reasonably require.
4. Comprehensive Automobile Liability Insurance applicable to ownership, maintenance and operation of any automotive equipment, whether owned, non-owned or hired, with Bodily Injury and Property Damage limits of at least \$1,000,000 Combined Single Limit, or such greater sum as may be reasonably required by CEDA. This policy shall insure CEDA, Owners and any other parties as CEDA may reasonably require against all claims for bodily injury, death and damage to property arising from Contractor's operations or performance of work or services, by Contractor, anyone directly or indirectly employed by Contractor, or under Contractor's control.
5. Excess or Umbrella Liability Insurance in the amount of \$5,000,000 per occurrence and in the aggregate, or such greater sum as may be reasonably required by the CEDA. Such Excess/Umbrella

policy shall be excess over the Employers Liability, Commercial General Liability and Comprehensive Auto Liability policies and coverage shall be provided as Follow Form and shall name CEDA, Owners, and any other parties as may be reasonably designated by CEDA, as Additional Insureds.

Excess or Umbrella Liability Insurance limits shall not be used to satisfy the minimum limit requirements for Contractor's Employer's Liability, Commercial General Liability, or Comprehensive Automobile Liability coverage.

6. Pollution Liability Insurance must be purchased and maintained whenever the Contractor's operations involve the use of, transportation, removal and/or disposal of hazardous materials and/or pollutants, including without limitation systems and materials: excavation, building foundations, roofing, drywall, site utilities, plumbing, fire suppression (sprinkler), heating, ventilation, air conditioning, window installation and other building enclosure systems. When applicable, such insurance shall be issued with limits of at least \$2,000,000 per occurrence and in the aggregate, or such greater sum as may be reasonably required by CEDA.

- (a) Coverage must extend to the removal, disposal and transportation of asbestos and lead.
- (b) The policy definition of "pollutant" must include mold, fungi, bacteria and the vapors or fumes produced by or arising therefrom.
- (c) Contractor shall require that similar coverage be maintained by any disposal site receiving hazardous materials and/or pollutants from Contractor.
- (d) A copy of Contractor's Pollution Liability Insurance policy shall be made available for inspection by CEDA upon request.

7. Professional Liability Insurance shall be required if Contractor's services consist of architectural, engineering, design, consulting or other professional services. When applicable, Professional Liability Insurance coverage shall have limits of at least \$2,000,000 per occurrence and in the aggregate, or such greater sum as may be reasonably required by CEDA. Deductibles and/or retention amounts shall be noted on the Certificate of Insurance.

- (a) Contractor's policy of insurance shall not exclude pollution, including mold, fungi or bacteria including the vapors or fumes produced by or arising therefrom.
- (b) Copy of Contractor's Professional Liability Insurance policy shall be made available for inspection by CEDA upon request.
- (c) If any Contractor or sub-contractor is providing architect and/or engineering services, that Contractor or sub-contractor must maintain a specific Architects & Engineers Professional Liability policy.

8. Cyber Liability Insurance having limits of at least \$1,000,000 for each occurrence and an annual aggregate of \$1,000,000, insuring against claims for privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

9. Property and Equipment Insurance/ Builders Risk. Contractor may purchase and maintain at its own discretion and expense, Builder's Risk/Installation Floater Insurance in an amount equal to the insurable value of the Contractor's property, whether off site or in transit, to cover any of Contractor's equipment, tools or tangible personal property.

- (a) Any such insurance carried by Contractor covering such damage or loss shall be endorsed with a waiver of subrogation in favor of CEDA and the owners and shall name CEDA and the Owners as Additional Insureds.
- (b) Contractor assumes all liability and risk and agrees to waive all claims against CEDA and the Owners for damage to or loss of equipment, machinery, tools, supplies and other tangible personal property owned or furnished by Contractor and available for use during the course of Contractor's operations.
- (c) Contractor shall require its subcontractors to assume the same liabilities and risks with respect to damage to or loss of equipment, machinery, tools, supplies and other tangible personal property owned or furnished by them, and shall further require all policies insuring such risks to name CEDA and the Owners as Additional Insureds.

C. Additional Terms

1. Contractor's liability for damage or loss arising from Contractor's operations or services shall not be limited by the availability or recovery of insurance proceeds.

2. Each of Contractor's General Liability, Auto Liability, Pollution Liability, Professional Liability and Excess/Umbrella Liability policies must be endorsed as Primary and Non-Contributory as to any insurance maintained by CEDA and other Additional Insured(s). Separate insurance carried by CEDA and other Additional Insured(s) shall be deemed to be excess insurance and shall not diminish coverage provided under Contractor's policies of insurance.

3. Each policy of insurance for Workers' Compensation and Employers Liability, Commercial General Liability, Comprehensive Auto Liability, Pollution Liability, and Professional Liability shall be issued with an endorsement in favor of CEDA and other Additional Insured(s) waiving the Contractor's and its insurer's rights of subrogation, which shall be evidenced by notation on the issuer's certificate of insurance.

4. Insurance coverage purchased and maintained by Contractor for purposes of this Agreement shall not be subject to any self-funded or other non-risk transfer insurance mechanisms, deductibles, or self-insured retention greater than \$25,000 per occurrence. All such self-funded programs and deductibles shall be disclosed by Contractor to CEDA in advance of Contractor's engagement and prior to commencement of Contractor's services or operations, and shall be subject to acceptance or rejection by CEDA in CEDA's sole discretion.

5. Prior to commencement of any services or operations, Contractor shall deliver to CEDA Certificates of Insurance in substantially the form attached as Exhibit A hereto, to include all endorsements naming Additional Insureds, verifying the existence of the above required insurance policies and confirming compliance with terms of this Agreement.

6. Commencement of services or operations by Contractor prior to delivery of Certificates of Insurance shall not be construed as a waiver by CEDA of the foregoing requirement or of any of Contractor's obligations under this Agreement.

7. In the event Contractor fails to furnish and maintain any insurance coverage required hereunder, CEDA may purchase such insurance on behalf of Contractor; and in that event Contractor shall provide CEDA all information needed to obtain such insurance; shall bear the entire cost thereof; and shall pay

said cost to CEDA upon demand.

8. All subcontractors engaged by Contractor in connection with the services shall have equivalent coverage.

9. Contractor acknowledges that the foregoing provisions and agreements to provide insurance as set forth herein constitute a distinct and binding obligation which shall not in any way limit or be limited by the obligations undertaken by Contractor in any separate agreement to perform services.

10. In the event Contractor defaults on any obligation under the foregoing provisions, Contractor agrees to indemnify CEDA for all expenses, including reasonable attorneys' fees, incurred by CEDA and / or Owner to enforce the terms set forth herein.

II. INDEMNIFICATION

A. Scope.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless CEDA, Owners, and their respective officers, agents and employees, from and against all claims, damages, losses, costs, expenses, judgments and liabilities, including but not limited to reasonable attorneys' fees, arising out of or resulting from any of the following:

1. Contractor's partial performance of or failure to perform its obligations under this Agreement.

2. Injury, loss or damage arising or resulting from Contractor's performance or failure to perform services for which it is engaged, provided that any such claims, damage, losses, costs, expenses, judgments or liabilities are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible personal property, including the loss of use resulting therefrom, caused in whole or in part by any negligent act, error or omission on the part of Contractor, any of its subcontractors, or anyone directly or indirectly employed by them or for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

3. Injury, loss or damage arising from, resulting from or attributable to privacy violations, theft, disclosure, damage to or destruction of electronic or private information, or disruption of network security, caused in whole or in part by any negligent act, error or omission on the part of Contractor, any of its subcontractors, or anyone directly or indirectly employed by them or for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder.

4. The use or operation of tools, equipment, machinery or motor vehicles by Contractor or any of its employees, agents or subcontractors in connection with performance of services for which Contractor is engaged, whether or not such tools, equipment, machinery or vehicles are owned or leased by CEDA, and whether or not used or operated with CEDA's consent.

5. Any breach or violation of federal, state or local laws, rules or regulations governing occupational safety and health on the part of Contractor, its employees, agents, and subcontractors, or anyone directly or indirectly employed by them or whose acts any of them may be liable.

B. Construction. In the event any indemnity provision hereof is prohibited or limited by applicable law, then such provision shall apply to the full extent permitted by law.

C. Injury, Occupational Disease or Disability: No Limitation / Waiver. The indemnification obligation under this paragraph shall not be limited in any way by limitations on the amounts or type of damages, compensation or benefits payable by or for the benefit of Contractor or any indemnitees under any Worker's Compensation Act, Occupational Disease Act, Disability Benefits Act, or any other employee benefits act. Contractor further agrees to waive any and all liability limitations based upon the Worker's Compensation Act, by judicial interpretation or otherwise.

Contractor further agrees that a similar waiver will be incorporated in its agreements with subcontractors or anyone directly or indirectly employed by them. Contractor agrees that in the event it fails to incorporate such a waiver of liability limitation in its agreements with said subcontractors and others, then it will be responsible for any additional liability arising out of said failure.

III. SURVIVAL. The defense and indemnification obligations set forth herein shall survive the termination or expiration of this Agreement.

CEDA

CONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

**EXHIBIT C
CONTRACTORS AFFIDAVIT**

The Contractor Name

The Contractor Address

The Contractor Telephone Number

Instructions:

FOR USE WITH ALL CONTRACTS. The Contractor submitting a bid/Bid 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 The Contractors 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 Contractors inability to so certify.

I certify that I am authorized to execute this The Contractors Affidavit on behalf of the Contractor 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 Contractors shall provide the following information with their Bid. 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.

Company: _____

Parent Company: _____

Contact Name: _____

Primary Street Address: _____

1. Satellite Street Address: _____

2. Satellite Street Address: _____

Mailing Address [if different]: _____

Telephone (1): _____

Telephone (2): _____

Fax Number: _____

Website Address: _____

Employer's Federal ID No.: _____

DUNS No.: _____

SAMS Cage Code No.: _____

The 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 and Title

SECTION 2 - Partnership

If the Contractor 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 Contractor 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 an agent(s) or a nominee holds the sole proprietorship, indicate the principle(s) for which the agent or nominee holds such interest. Please add names below.

- 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 the Contractor and have not within a (3) year period preceding this Bid 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, The Contractor certifies it is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in Section 2(a) above and have not within a (3) year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

SECTION 5 - Verification

Under penalty of perjury, I certify that I am authorized to execute this The Contractors 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 D
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an the Provider, 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 the Provider, 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 the Provider, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Officer Signature

Title

Organization

**EXHIBIT E
DIVERSITY FORM**

GENERAL PROPOSER INFORMATION:

1. Name of Company: _____
2. Are you or your firm certified as a small, minority, female or disadvantaged business enterprise by a municipal, State or Federal agency?
[] Yes [] No
3. If yes, answer the following:
 - a. List agency: _____
 - b. Attach a copy of your certification letter.
4. Is your firm certified as a minority business by the Chicago Minority Business Development Council?
[] Yes [] No
5. Is your firm certified as a female owned business by the Women's Business Development Agency?
[] Yes [] No
6. Attach a copy of your certification letter.

EXHIBIT F
BUSINESS INFORMATION AND REFERENCES

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

2. Do you have a current business license? [] Yes [] No
 - a. In what city or town is the business licensed? _____

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

Company/Agency Name _____
Address _____
Phone _____ Contact _____
Type of Business _____

Company/Agency Name _____
Address _____
Phone _____ Contact _____
Type of Business _____

Company/Agency Name _____
Address _____
Phone _____ Contact _____
Type of Business _____