



July 18, 2023

REQUEST FOR PROPOSAL (RFP)

PROJECT: Market Analysis, Economic Impact and Feasibility Study – Sports Complex

Choose DuPage is requesting proposals from interested Contractors to provide services related to planning tasks and technical assistance for Market Analysis, Economic Impact and Feasibility Study – Sports Complex as described in the enclosed Request for Proposal (RFP).

Choose DuPage will conduct a non-mandatory pre-bid information webinar on August 1, 2023 at 1:00 PM central time. Please use the information provided below to attend.

<https://us02web.zoom.us/meeting/register/tZUpduygrzosH9zpjH2vGs1ZiglMHUepJ5br>

Participation in the pre-bid discussion is non-mandatory but is offered as a way to best understand the scope of work we are trying to accomplish. The questions and responses noted during the pre-bid discussion will be posted to Choose DuPage website.

If your team is qualified and experienced in performing the described services, Choose DuPage would appreciate receiving your submission as indicated in the RFP. The deadline for responding to the RFP is **August 21, 2023, 5:00 PM** central time.

Thank you, and if you have any questions, please email me at gbedalov@choosedupage.com

Sincerely,

Greg Bedalov
President and CEO
Choose DuPage
gbedalov@choosedupage.com

Enclosure

REQUEST FOR PROPOSAL (RFP)

PROJECT: Market Analysis, Economic Impact and Feasibility Study – Sports Complex

Choose DuPage invites appropriate Contractors to submit proposals with qualifications for this project to provide planning and related assistance to support certain projects and initiatives within Choose DuPage as described in this scope of work. Please read each section carefully for information regarding the proposal and submittal instructions.

SECTION 1: Background and General Information

About Choose DuPage

Choose DuPage is economic development alliance for DuPage County. We support and promote the high quality-of-life, business-friendly environment, premier location, and skilled workforce that call our County 'home'. It's the DuPage Difference that makes DuPage County the proven and premier global business location. Located just west of Chicago, DuPage County provides a supportive ecosystem for businesses, a launchpad for innovators, a strategic location for critical logistics operations, and a healthy home for families. Keep exploring to learn why our forward-thinking community is right for today and ready for tomorrow. www.choosedupage.com for more information.

General Information

As a result of responses to this RFP, Choose DuPage plans to review submissions and determine which firms can best meet the requirements outlined below. Subject to "Reservation of Rights" below, it is anticipated that one contract will be awarded.

SECTION 2: Scope of Project and Procurement Details

Scope of Services

Contractor is required to complete and prepare for the proposed project a feasibility study, which, among other items, shall include an economic impact and market analysis study. The goal of the study is to help Choose DuPage develop a clear understanding of the existing inventory of current facilities and programming (what we have now), the demand or need for a new venue or facility and what professional sports events/large-scale tournaments could DuPage draw from outside the existing region if the right facility were available/built.

The feasibility study shall evaluate the project's financial viability and risk considering the project plan and the project's market. The study shall also evaluate the project plan's compliance with certain statutory requirements. The feasibility study shall include a market analysis study and an economic impact study. The feasibility, market analysis, and economic impact studies shall at a minimum include/address the points below, but the Contractor shall propose additional content as necessary to ensure a thorough evaluation.

a. Feasibility Study

- i. From the perspective of planning to move forward; what are the strengths and weaknesses of the proposed project, what are the principal risks, and what are the prospects for long-term success?
- ii. Create a basic financial operating profile based on the physical profile and the demand analysis for startup phase (1-3 years) stabilized operations at 5 years, and mature operations out to 10 years. This should include all revenue sources and expenses demonstrating if the facility will have positive cash-flow or it would need an operating subsidy. Assume some type of concession sales are permitted at the facility.
- iii. An estimate of the sales tax revenue generated within the project's scope.
- iv. Create a schematic profile of what an ideal sports complex would comprise based on market demand for space within the region, and for events from outside the region. This facility profile should include the overall square footage, as well as how many of each type of field, court, rink, hall, seats, back of house, concessions, parking, and support spaces would be needed. A phased approach is acceptable. The facility profile should include a rough estimate of capital construction costs, as well as ideal attributes of a location in terms of access and adjacent uses.
- v. A statement of how the jobs and taxes obtained from the project can contribute to the economic development of the County and region.
- vi. Visitation expectations.
- vii. The unique quality of the project.
- viii. Any potential integration and collaboration with other resources or businesses.
- ix. The quality of service and experience needed as measured against national consumer standards for the specific target market.
- x. Project accountability, measured according to best industry practices.

b. Market Analysis Study

- i. A determination of the geographic market area of the project in general.
- ii. An analysis of the geographic market area's population, including demographic and socio-economic characteristics and trends relevant to the proposed project's short-term and long-term success.
- iii. Attendance/visitor projections. Where will visitors come from, and how many will there be on an annual basis? Attendance/visitor origins should be classified using the smallest practical geographic unit (e.g., zip code, municipality, county, etc.).

- iv. An analysis of the proposed project's competitive position within its geographic market area. This analysis should include a summary of all relevant existing sports complex competitions within the proposed project's geographic market area, including a description of and the location of the relevant competition.

c. Economic Impact Study

- i. Estimate the direct, indirect on the local, regional, and state economies, measured in terms of output, income, and employment, whether using these terms, or comparable terms such as economic activity, earnings, jobs, or other terms commonly used in economic impact studies. Only economic activity that would not have occurred in Illinois but for the proposed project's construction and operation should be used to estimate the proposed project's economic impact.
- ii. Estimate and separately report in terms of output, income, and employment any potential negative impacts that the proposed project might have on similar Illinois projects and businesses, as well as on Illinois municipalities, within the proposed project's geographic market area.
- iii. Estimate and separately report how much economic activity (stated in terms of output, income, and employment) will shift from existing Illinois businesses located outside of the proposed project's boundaries to businesses located inside of the proposed project's boundaries. When possible, identify the geographic origins of any shifted economic activity.

The Contractor shall submit with the studies (1) all of the actual data used in the studies' analysis, including the inputs for any economic modeling, and (2) a detailed explanation of all methodologies used in the studies. All assumptions upon which the studies' conclusions rest shall be stated clearly and explicitly in the studies.

The Contractor shall submit all studies and supporting materials in digital formats.

Choose DuPage will rely primarily on the Contactor's professional expertise in determining the final content and organization of the studies, there are several specific items/directions that the Contractor must include/follow in their work.

Project Oversight

The consultant will be expected to report on their progress to the County Board at the six-month milestone, and thereafter on a quarterly basis or as needed.

Deliverables

Interim presentations of research and findings at key milestones, as well as a draft and final report detailing all research, findings, and recommendations. Oral presentation of the final Market Analysis, Economic Impact and Feasibility Study – Sports Complex.

Contract Term

This contract has an initial term of 12 months (1-year) from the Date-of-Execution. The start date (date-of-execution) shall commence upon the last dated signature of the Parties. Contractor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

Selection Process and Schedule:

July 21, 2023:	RFP posted (no later)
August 1, 2023:	Non-mandatory Pre-bid information virtual webinar
August 21, 2023:	Proposals due
September 21, 2023:	Anticipated Award (on or before)

Evaluation Criteria

All responses to this request for proposals will be analyzed for completeness. The following criteria will be used in evaluating submissions:

- 1) The demonstrated record of experience of the Contractor as well as identified staff in providing the professional services as described in the scope of work.
- 2) The Contractor's overall philosophy working with diverse and/or marginalized communities to achieve equitable outcomes.
- 3) Prior performance of previous contracts will be considered. Contractors who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the Contractor shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
- 4) Adequacy of Response/Completeness. The proposal will be evaluated to determine whether the Offeror's methods and approach have adequately and completely considered, defined, and satisfied the requirements specified in the RFP.

Choose DuPage will qualify a firm as it deems necessary but is under no obligation to qualify any of the responding firms.

All timely responses received to this scope of work will be reviewed. Oral Presentations may be conducted with selected submitters that Choose DuPage determines can best meet the requirements.

SECTION 3: Submittal Requirements

Contractors should demonstrate their qualifications to assist in each of the types of activities described in the Scope of Work.

Provide the following:

- 1) **General Qualifications.** A description of the Contractor's qualifications to provide services as described in the scope of work.
- 2) **Approach.** A narrative describing the elements in the Scope of Work.

Each narrative should include:

- A general description of its work process with clients related to work of this type;
 - Identify the key personnel and pertinent qualifications to be involved (include resumes);
 - Set expectations for the type of information that Choose DuPage will provide to the Contractor;
 - Outline when and how coordination with Choose DuPage staff will occur within each process;
 - Address the evaluation criteria listed in Section 2 of this RFP.
- 3) **Project Examples.** Provide no more than three (3) examples of the Contractor’s experience in the project area for which the consultant is applying. Each project example should include the following:
- Project location;
 - Client name;
 - Project dates (start, end, duration);
 - A project description that clearly describes work and result;
 - Contractor project tasks; and
 - Overall cost of the project.
- 4) **References.** Provide at least three (3) references that Choose DuPage staff may contact regarding the Contractor’s qualifications to undertake a project. Reference information shall include:
- Individual contact name;
 - Name of company;
 - Phone number;
 - Email
 - Relationship to reference
- 5) **Price Proposal.** Contractor shall provide line items which will include labor, supplies, and other billable items such as travel expenses as deemed applicable based on approach for project totality.

The Contractor shall also submit the following:

- 6) Sign and submit Attachment 1: Certificate Regarding Workers’ Compensation Insurance.
- 7) Sign and submit Attachment 2: Bidder Information.
- 8) Sign and submit Attachment 3: Certification Regarding Lobbying.

Submission of Proposals

Proposals must be submitted to Choose DuPage no later than 5:00 p.m. central time on August 21, 2023.

Submissions shall be emailed, or a hard copy may be delivered to Choose DuPage sent (by U.S. Postal Service or other reliable means) to the following address:

Choose DuPage
Attn: Greg Bedalov
Response to <project name>
2001 Butterfield Road, Suite 23
Downers Grove IL 60515

The electronic submittal version shall be in PDF format. The PDF document shall be labeled:
"RFP<Name>_Consultant Name"

Email proposals to gbedalov@choosedupage.com

There will be no public opening for this RFP. Late submissions may be rejected but it is at the discretion of Choose DuPage. Questions must be received no later than August 8, 2023, 5:00 PM central time and referred to Greg Bedalov at gbedalov@choosedupage.com.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

The contract Choose DuPage anticipates awarding as a result of this RFP; will indicate service requirements, time periods involved and project cost. In addition, it will include the General Provisions, Section 5 hereto, and Special Provisions, Section 6 hereto, which will apply to the contract.

Reservation of Rights

Choose DuPage reserves the following rights if using them will be more advantageous to Choose DuPage:

- 1) Withdraw this RFP at any time without prior notice
- 2) Accept or reject any and all submissions, or any item or part thereof
- 3) Postpone RFP due date
- 4) Not award a contract to any submitter responding to this RFP
- 5) Award a contract without negotiations or discussions

SECTION 5: General Provisions

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

- 1) Complete Agreement.
 - a) This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between Choose DuPage and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
 - b) Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to Choose DuPage by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.

- c) Choose DuPage's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of Choose DuPage's right to such performance by the Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to Choose DuPage.
 - d) Choose DuPage assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by Choose DuPage are expressly stated in this Agreement.
 - e) Changes: Choose DuPage may from time-to-time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particulars of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify Choose DuPage thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for the agreement between Choose DuPage and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
 - f) Changes to any portion of this Agreement shall not be binding upon Choose DuPage except when specifically confirmed in writing by an authorized representative of Choose DuPage.
 - g) Only the President and CEO of Choose DuPage, or designee, shall have the authority to act for and exercise any of the rights of Choose DuPage as set forth in this Agreement, subsequent to and in accordance with the authority granted by Choose DuPage 's Board of Directors
 - h) For its convenience, Choose DuPage reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
- 2) Independent Contractor. Contractor's relationship to Choose DuPage in the performance of this Agreement is that of an independent Contractor. Contractor's personnel performing work under this Agreement shall always be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of Choose DuPage. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers' compensation insurance and similar matters.
- 3) Assignment.
- a) This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of Choose DuPage and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by Choose DuPage unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.

- b) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of Choose DuPage hereto, provided, however, that claims for money due or to become due to the Contractor from Choose DuPage under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to Choose DuPage.

4) Availability of Appropriation

This Agreement is contingent upon and subject to the availability of funds. Choose DuPage, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

- 5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of Choose DuPage; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of Choose DuPage after written notice of the suspension or termination of any or all of Choose DuPage's obligations under this Agreement.

6) Method of Payment.

Choose DuPage will monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:

- a) Based on services performed, CONTRACTOR may submit invoices as frequently as once a month but is required to submit invoices no later than fifteen (15) days after the end of each quarter. Failure to submit such payment requests timely may render the amounts billed an unallowable cost for which the CONTRACTOR cannot be reimbursed. Choose DuPage is committed to reducing paper and will use email as an electronic invoicing system. All invoices are to be submitted to:

tobrien@choosedupage.com

- b) All invoices shall be signed by an authorized representative of the CONTRACTOR.

Subject to the conditions of this Agreement, Choose DuPage will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by Choose DuPage. Invoices shall detail expenses and amount of time spent on Choose DuPage assignments. If an invoice is not acceptable, Choose DuPage shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. All invoices for services performed and expenses incurred by CONTRACTOR for the services of this Agreement must be presented to Choose DuPage no later than fifteen (15) days after the close of the fiscal year for multi-year contracts, or no later than fifteen (15) days after

the end of this Agreement for shorter term contracts. Notwithstanding any other provision of this Agreement, Choose DuPage shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. The successful Contractor will be requested to provide a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

- c) Each invoice and report submitted must contain: the contract name, a unique vendor invoice number, a description of the services performed and other pertinent details of the contract including ancillary services and supplies, as approved and completed by the Contractor, if applicable an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the CONTRACTOR:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- d) The Contractor is required to pay all subcontractors within thirty days of receiving payment for that portion of the work from Choose DuPage. Failure to pay subcontractors within thirty days may jeopardize future Choose DuPage contract awards.
- 7) Conflict of Interest. In order to avoid any potential conflict of interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of Choose DuPage. Contractor shall immediately advise Choose DuPage of any such conflict of interest. Choose DuPage shall make the ultimate determination as to whether a conflict of interest exists.
 - 8) Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by Choose DuPage. Choose DuPage reserves the right to inspect and review, during normal working hours, the work papers of the CONTRACTOR in support of their invoices.
 - 9) Access to Records.
 - a) The Contractor and its Subcontractor, under this Agreement shall preserve and produce upon request of the authorized representatives of Choose DuPage all data, records, reports, correspondence and memoranda of every description of the CONTRACTOR and its Subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit , or upon request of Choose DuPage or the County of DuPage, or for inspection or work review for a period of three (3) years after completion of the project, except that:
 - i. If any litigation, claim or audit is started before the expiration of a three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - ii. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
 - iii. The CONTRACTOR shall include a provision in all of its subcontracts, if any, such provisions.

10) Subcontracts.

- a) Any subcontractors or outside associates or Contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or Contractors will be subject to the prior approval of Choose DuPage.
- b) All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c) The Contractor may not subcontract services agreed to under this Agreement without prior written approval of Choose DuPage

11) Suspension. If the CONTRACTOR fails to comply with the special conditions and/or the general terms and conditions of this Agreement, Choose DuPage may, after written notice to the CONTRACTOR, suspend the Agreement and withhold further payments or prohibit the CONTRACTOR from incurring additional obligations of funds pending corrective action by the CONTRACTOR. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, Choose DuPage shall notify the CONTRACTOR in writing that the Agreement has been terminated by reason of default in accordance with paragraph 14 hereof. Choose DuPage may determine to allow such necessary and proper costs which the CONTRACTOR could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

12) Termination.

- a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b) This Agreement may be terminated in whole or in part in writing by Choose DuPage for its convenience (hereinafter termed "Termination for Convenience"), provided that the CONTRACTOR is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c) If Termination by Default is initiated by Choose DuPage, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to Choose DuPage by reason of the CONTRACTOR'S default. If Termination by Default is initiated by the CONTRACTOR, or if Termination for Convenience is initiated by Choose DuPage, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the CONTRACTOR for services rendered and expenses incurred prior to termination, in addition Choose DuPage may include cost reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to termination.
- d) Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the CONTRACTOR shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or

otherwise make available to Choose DuPage all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

- e) Upon termination pursuant to paragraphs (a) or (b) of this clause, Choose DuPage may take over the work and prosecute the same to completion by agreement with another party otherwise.
- f) In the event the CONTRACTOR must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been implemented for the convenience of Choose DuPage. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.

13) Patents and Copyright Responsibility.

- a) The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
- b) If any claim is brought against Choose DuPage by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify Choose DuPage from all loss, damage, or expense (including attorney's fees) due to defending Choose DuPage from such claim.
- c) Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between Choose DuPage and the CONTRACTOR arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, DuPage County.
- d) Ownership of Documents/Title of Work. All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of Choose DuPage. Choose DuPage shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. All documents, data and records utilized in performing research shall be available for examination by Choose DuPage upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of Choose DuPage, be appropriately arranged, indexed and delivered to Choose DuPage by the Contractor.
- e) Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized Contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both Choose DuPage and the Contractor. Choose DuPage shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, Choose DuPage shall be free to offer or otherwise provide said software and related computer programs to any current or future Contractor.

Choose DuPage agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both Choose DuPage and the Contractor.

- 14) Publication. Choose DuPage shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
- 15) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the CONTRACTOR pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by Choose DuPage. All information secured by the Contractor from Choose DuPage in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by Choose DuPage.
- 16) Reporting/Consultation. The Contractor shall consult with and keep Choose DuPage fully informed as to the progress of all matters covered by this Agreement.
- 17) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of Choose DuPage and of the Contractor. "This material was prepared in consultation with Choose DuPage, www.choosedupage.com"
- 18) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- 19) Hold Harmless and Indemnity. Neither Party shall be liable for actions chargeable to the other party under this agreement including but not limited to, the negligent acts and omissions of the Party's agents, employees or subcontractors in performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be constructed as seeking to enlarge or diminish any obligation of duty owed by one Party against the other or against a third party.

SECTION 6: Certifications

Standard Assurances. The Contractor assures that it will comply with all applicable federal statutes, regulations, executive orders, circulars, and other federal requirements in carrying out any project supported by federal funds. The Contractor recognizes that federal laws, regulations, policies, and administrative practices may be modified

from time to time and those modifications may affect project implementation. All contracts, whether funded in whole or in part with either County, State or Federal funds, are subject to applicable requirements and regulations.

- 1) **Audit Requirements.** The CONTRACTOR shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).
 - a) **Single audit.** If a non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
 - b) **Financial Statement Audit.** A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.
 - c) **Performance Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter.
- 2) **Davis-Bacon Act.** To the extent applicable, the Contractor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland “Anti-Kickback” Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub-agreements.
- 3) **Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).** As required by OMB, the Contractor certifies that it:
 - a) Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
 - b) Will give the Comptroller General of the United States, and, if appropriate, the state or county, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

- c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- d) Will initiate and complete the work within the applicable project time periods;
- e) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - i) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - ii) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - v) The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - vi) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - vii) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - viii) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - ix) Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
 - x) Any other nondiscrimination statute(s) that may apply to the project. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
- 4) Will comply with all other federal statutes applicable to the project, including but not limited to: The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations".
- 5) Eligibility For Employment In The United States. The Contractor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.
- 6) False Or Fraudulent Statements or Claims. The CONTRACTOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to Choose DuPage in connection with this Agreement, Choose DuPage reserves the right to impose on the Contractor the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as Choose DuPage may deem appropriate. Contractor agrees to include this clause in all state and federal funded contracts and subcontracts.

- 7) Changed Conditions Affecting Performance. The CONTRACTOR shall immediately notify Choose DuPage of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- 8) Third Party Disputes or Breaches. The CONTRACTOR agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and Choose DuPage reserve the right to concur in any compromise or settlement of any third-party contract claim involving the Contractor. The Contractor will notify Choose DuPage of any current or prospective major dispute pertaining to a third-party contract. If the Contractor seeks to name Choose DuPage as a party to the litigation, the Contractor agrees to inform Choose DuPage before doing so. Choose DuPage retains a right to a proportionate share of any proceeds derived from any third-party recovery. Unless permitted otherwise by Choose DuPage, the Contractor will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to, nor shall it waive Choose DuPage immunity to suit.
- 9) Non-Waiver. The CONTRACTOR agrees that in no event shall any action or inaction on behalf of or by Choose DuPage including the making by Choose DuPage of any payment under this Agreement, constitute or be construed as a waiver by Choose DuPage of any breach by the Contractor of any terms of this Agreement or any default on the part of the Contractor which may then exist; and any action, including the making of a payment by Choose DuPage, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to Choose DuPage in respect to such breach or default. The remedies available to Choose DuPage under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- 10) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the Contractor must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the Contractor agrees that the project should then be closed no later than 360 days after receipt and acceptance by Choose DuPage of all required final reports.
- 11) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The Contractor agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of a Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- 12) Certifications: Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of County, State and Federal laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the Contractor shall be responsible for compliance as modifications are implemented, to the extent that the certifications apply to the Contractor, pertaining to:
 - a) Bribery. Pursuant to (30 ILCS 500/50-5);
 - b) Bid Rigging. Pursuant to (720 ILCS 500/33E- or 33E-4);
 - c) Debt to State. Pursuant to (30 ILCS 500/50-11);

- d) Education Loan. Pursuant to (5 ILCS 385/1 *et seq.*);
 - e) International Boycott. Pursuant to U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (15 CFR Part 730 through 774);
 - f) Forced Labor Act. Pursuant to (30 ILCS 583);
 - g) Dues and Fees to any club which unlawfully discriminates. Pursuant to (775 ILCS 25/1 *et seq.*);
 - h) Pro-Children Act. Pursuant to (20 USC 7181-7184) and the Goods from Child Labor Act (30 ILCS 584);
 - i) Drug-Free Work Place. Pursuant to (30 ILCS 580/3 and 41 USC 8102).
 - j) Clean Air Act and Clean Water Act. Pursuant to (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*);
 - k) Debarment. Pursuant to (2 CFR 200.205(a)) or by the State (30 ILCS 708/25(6)(g));
 - l) Non-procurement Debarment and Suspension. Pursuant to (2 CFR Part 180 as supplemented by 2 CFR part 376, Subpart C);
 - m) Grant for the Construction of Fixed Works. This agreement is subject to the Illinois Prevailing Wage Act Pursuant to (820 ILCS 130/0.01 *et seq.*)
 - n) Health Insurance Portability and Accountability Act of 1996. Pursuant to Public Law No. 104-191 (45 CFR Parts 160, 162, and 164 and the Social Security Act of, 42 USC 1320d-2 through 1320d- 7).
 - o) Criminal Convictions. Pursuant to the Sarbanes-Oxley Act of 2002, nor a class 3 or Class 2 felony under Illinois Securities Law of 1953 or pursuant to (30 ILCS 500/50).
 - p) Illinois Use Tax. Pursuant to (30 ILCS 500/50);
 - q) Environmental Protection act Violations. Pursuant to (30 ILCS 500/50-14)
 - r) Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101);
 - s) Motor Vehicle Law: Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*);
 - t) Goods from Child Labor Act. Pursuant to (30 ILCS 847);
- 13) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
 - f) The Age Discrimination Act (42 USC 6101 *et seq.*).
- 14) Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 15) EO 1-2007 Compliance: CONTRACTOR certifies that to the best of its knowledge; its subcontractors have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if

that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

- 16) Prohibited Interest. No officer or employee of Choose DuPage and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising here from. The Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty Choose DuPage shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity. The Contractor will disclose all violations of criminal law involving fraud, bribery and gratuity violations. The Contractor's failure to comply shall constitute a material breach of this contract.
- 17) Compliance with Registration Requirements. The contractor shall be registered and active with the federal System for Award Management (SAM) and have a valid UEI number. It is the contractor's responsibility to remain current with these registrations and requirements. If the contractor's status with regard to any of these requirement's changes, the contractor must notify Choose DuPage immediately.
- 18) Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 19) Federal Form LLL. If any funds, other than federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 20) Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 21) Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

All of the requirements listed in Part 6, paragraphs 1 through 21 apply to a federally funded project. The Contractor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

SECTION 7: Specific Provisions

- 1) Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 2 to the RFP.
- 2) Certification Regarding Lobbying. As applicable, contractor will certify it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352.
- 3) Professional Liability Insurance. The Contractor agrees to purchase and maintain throughout the term of this Agreement professional liability/errors and omissions (if legal, accounting, consulting IT or similar professional services are provided). The limit of such coverage shall be no less than one million dollars (\$1,000,000) per claim/occurrence.

Contract Amendment and Concurrence Policy This Applies to All Primary and Subcontractors

- 1) A Request for Concurrence will be required for the following:
 - a. A change in a key person specified by Choose DuPage Project Manager when justifying the selection of the contracted vendor.
 - b. If the Vendor Project Manager disengages from the project for more than 3-months or reduced the number of hours working on the project by 20% or greater.
- 2) An Amendment and revised Price Proposal Form will be needed for the following:
 - a. Any scope change – justification will also be required.
 - b. A staff title is added to the project – justification will also be required.
 - c. The transfer of cost from any line item that exceeds 10% of that line item cost of \$1,000, whichever is greater.
 - d. The addition of any subcontractor not originally listed on the Price Proposal Form.

Note: Choose DuPage will need to seek concurrence from any third-party grantors prior to executing the amendment.

Attachment 1: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

In conformance with current statutory requirements of Section 820 ILCS 305/1 et. seq., of the Illinois Labor Code, the undersigned certifies as follows:

"I am aware of the provisions of Section 820 ILCS 305/1 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract."

Bidder/Contactor _____

Signature _____

Name and Title _____

Date _____

Attachment 2: Bidder Information

The Bidder is required to supply the following information (if necessary, attach additional sheets for both the primary firm and any subcontractors):

Firm Name: _____ Contact Person: _____

Business Address: _____

Telephone: (____) _____ FAX: (____) _____ E-mail: _____

Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture: _____

Organized under the laws of state of: _____

Tax ID: _____ SAM UE: _____

List names and addresses of owners of the firm or names and titles of officers of the corporation:

DBE Information

Bidder hereby certifies that it (check one): ___ IS ___ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined in 49 CFR 23). **If “IS” is checked, attach a copy of document that certifies Bidder’s status as a DBE.**

IMPORTANT

All RFP responses without signed and dated Attachment 1 documents may be deemed unresponsive and may not be evaluated.

All contracted vendors **MUST** have a valid and **ACTIVE** System for Award Management (SAM) Unique Entity Identification (UEI). Begin the process now at <https://sam.gov> and register your entity. There is no fee for this registration.

Attachment 3: Certification Regarding Lobbying

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 of Lobbying Activities" in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official:
