

**OAI Headquarters**

180 N Wabash Ave. Suite 750 - Chicago, IL 60601  
P: 312.528.3500 F: 312.528.3501

**OAI Chicago Southland**

214 Forest Blvd. - Park Forest, IL 60466  
P: 708.283.5020 F: 708.283.5004

## Contractor Agreement

<b>Contractor</b>	Romeoville Fire Academy	<b>PO #</b>	4850
<b>Contact Address</b>	Attn: Matt Campbell 18 Montrose Dr. Romeoville, IL 60446	<b>Contract #</b>	H18
<b>Phone #</b>	(815) 372-4042	<b>Grant #</b>	U45ES007850
<b>Email</b>	mcampbell@romeoville.org	<b>CFDA #</b>	93.142
<b>OAI Contact</b>	Sanobeia Brima (312) 528-3508 <a href="mailto:sbrima@oaiinc.org">sbrima@oaiinc.org</a>	<b>Contract Term</b>	2/11/19 – 7/31/19

### 1. SCOPE OF WORK

The Contractor will plan, deliver and evaluate multiple courses, including, but not limited to: HAZWOPER Technician, Operations, Awareness, and Refreshers, all of which are in accordance with 29 CFR 1910.120; as well as other OAI approved courses.

*NOTE: Notwithstanding the foregoing or anything else herein to the contrary, nothing shall restrict or prohibit the Village of Romeoville or the Romeoville Fire Department from complying with their obligations under the Illinois Freedom of Information Act, or from responding to or complying with any subpoena or other legal process.*

#### Contractor Responsibilities:

- Plan, deliver and evaluate approved courses. Courses must be approved by OAI staff prior to scheduling a course. Course requests are required to be submitted electronically through OAI's Course Request Website - [OAI Course Request Site](#) - for approval by OAI staff.
- For each course generated by Contractor, locate adequate and appropriate space for classroom and hands-on components of training.
- Administer and collect student intake and daily attendance forms, and student course evaluation forms.
- Upon course completion, administer tests and evaluations that comply with OSHA standards and OAI stipulations to each student.
- Maintain and submit the following records to OAI, after training completion:
  1. Student intake forms
  2. Daily attendance sheets with student names/signatures and date/time/title of class.
  3. If applicable, provide test results and copies of student answer sheets.
- Prior approval is required for any instructor not listed in this Agreement. If Contractor plans to utilize additional instructors for a course, Contractor must submit additional instructor's resume and training credentials to the OAI Contact listed above for approval prior to scheduling a course.
- OAI may request the submission of updated trainer resumes/credentials, course outlines, lesson plans, and handouts two weeks prior to the training if that information is not already on file.

- Maintain minimum OAI-required teacher to student ratio of (maximum) 1:25 for lecture; 1:5 for hands-on exercises using Level A or B personal protective equipment (PPE); and 1:10 using Level C PPE.

## 2. CONTRACTOR COMPENSATION

### **Rate:**

OAI, Inc. will compensate Contractor:

- **\$1800** per course (cost of 1 instructor) based on a minimum class size of 10 students - including at least 3 volunteer firefighters – who completes a 40 hr. HAZMAT-related course or a 40 hr. Confined Space course.
- **\$3600** per course (cost of 2 instructors) based on a minimum class size of 15 students - including at least 6 volunteer firefighters – who completes a 40 hr. HAZMAT-related course or a 40 hr. Confined Space course.

OAI, Inc. strongly prefers and encourages a **minimum class size of 10 students**. For this reason, **courses with fewer than 10 students require prior approval from the above OAI, Inc. contact.**

**Invoicing:** In order to receive timely payment for work delivered, Contractor is encouraged to submit invoices and required paperwork to OAI within 2 weeks following course completion. The invoice must include, at a minimum, the following items/information:

### **Invoice:**

- description of deliverables and services provided
- date and instructional hours for which services were provided
- hourly rate and total amount being billed
- PO# and Contract# listed above

### **Course Paperwork:**

- student intake forms
- daily attendance sheets with student names/signatures and date/time of course
- test results and copies of student answer sheets, if applicable for the course
- students' course evaluations

The address for invoicing is as follows:

OAI, Inc.  
Attention: Vicki Gatzke  
180 N. Wabash Ave., Suite 750  
Chicago, IL 60601

OAI is not responsible for mileage or other expenses incurred by the Contractor in the execution of this agreement or during the Contract Term except when mileage or other expenses are pre-approved at the discretion of OAI's program manager.

**Payment Schedule:**

OAI will make payment to Contractor within 45 days upon receipt of invoice and all required, and accurately completed, paperwork as stipulated in this Agreement.

**3. COMPLIANCE WITH STATUTES, REGULATIONS, AND GRANT REQUIREMENTS**

This agreement is based on OAI's application submitted to, and approved by, the [National Institute of Environmental Health Sciences](http://grants.nih.gov/grants/guide/rfa-files/RFA-ES-14-008.html) and is subject to the terms and conditions incorporated either directly or by reference in the following:


<http://grants.nih.gov/grants/guide/rfa-files/RFA-ES-14-008.html>

**4. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

This Agreement shall consist of the *Agreement signature page, Exhibit A. General Contract Provisions*, and any other referenced and incorporated clauses, provisions and documents, which is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior proposals, representations, negotiations, or agreements, whether written or oral.

**5. SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this agreement as duly authorized representatives, effective as of the last date of signature below. By signing below, Contractor confirms no financial conflict of interest with respect to this agreement. Contractor will report any real or potential conflict to OAI if one should arise per the Conflict of Interest Provision of this Agreement.

Romeoville Fire Academy		OAI, Inc.	
Signature		Signature	
Name (print)	Matt Campbell	Name (print)	Mollie Dowling
Title	Executive Director	Title	Executive Director
Date		Date	8/12/19



### **Workers' Compensation Insurance disclosure**

Please sign section A or B as applicable and return to OAI, Inc. with a copy of the signed contract and W-9 form.

A. I agree to have my insurance carrier submit a certificate of Workers' Compensation insurance coverage to OAI, Inc. within 30 days of the start of this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

B. I do not carry Workers' Compensation insurance to cover the services I perform as a contractor for OAI, Inc. I understand that OAI, Inc. will provide coverage for the time during which I perform services under the terms of this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

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## **Exhibit A: General Contract Provisions**

### **1. INDEPENDENT CONTRACTOR**

Contractor is independent, that is, similar services are made available to other clients, and contractor does not depend on OAI as its sole and only client. Contractor is not an employee, partner, or otherwise attached to OAI. The methods/process used by the contractor is at the Contractor's sole discretion, as long as those methods and/or processes are reasonable, reflect sound teaching methodologies, and comply with federal and/or state regulations applying to the particular course(s) being taught. In addition, Contractor alone is responsible for providing services to fulfill the obligations of this contract.

**Taxes:** Contractor is responsible for all taxes owed to local, state, and federal governments for any compensation paid by OAI to Contractor for services rendered to OAI. Contractor is responsible for taxes owed to local, state, and federal governments for compensation to Contractor's employees and/or subcontractors. OAI will not withhold local, state, or federal taxes, nor will taxes of any kind, including contributions for social security and unemployment insurance, be paid by OAI on behalf of the Contractor, Contractor's employees, or Subcontractors hired by Contractor in the performance of this Agreement.

**Benefits:** Contractor, Contractor's employees, and Subcontractors hired by Contractor in the performance of this Agreement are not eligible to participate in any OAI employee benefit offerings.

### **2. CONFLICT OF INTEREST**

Neither the Contractor nor its employees have any undisclosed financial interest in any company or organization connected in any way with the purchase of goods or services used in the performance of the work of this agreement. A conflict of interest includes the contractor, its employees or any member of the contractor's or its employees' immediate families serving as an owner, grantee, shareholder, option holder, paid advisor, consultant, employee, or officer of a company or organization providing goods or services. The contractor agrees to report any such real or potential conflict of interest to OAI within 60 days of any occurrence in compliance with 42 CFR Part 50, Subpart F.

### **3. INDEMNIFICATION**

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless OAI and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Agreement.

### **4. SUSPENSION & DISBARMENT**

Contractor is not suspended or debarred from conducting business with or for the Federal Government.

### **5. UNENFORCEABILITY OF PROVISIONS**

The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

#### **6. PERFORMANCE OF TERMS**

The failure of parties to insist upon strict performance of any of the terms, conditions, and covenants herein shall not be deemed a waiver of any rights or remedies that the parties hereto may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained. This instrument may not be changed, modified, or discharged orally.

#### **7. NON-DISCRIMINATION**

In delivering series under this Agreement, Contractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in any of its programs or activities.

#### **8. CONFIDENTIALITY**

Trainee information, including names and content of instructional sessions, should only be discussed with appropriate OAI staff or, as needed with other instructors. OAI requires that the Contractor maintain the highest degree of confidentiality when handling trainee information. Contractors should not disclose trainee information to outsiders, other trainees, or any third parties, including members of the Contractor's and/or its employees' families.

#### **9. PERFORMANCE MEASURES**

OAI reserves the right to observe any and all instructional sessions as well as any materials developed by and/or used by the Contractor during instructional sessions. From time to time, OAI may solicit feedback (formal and informal) from the trainees to verify that instructional sessions were conducted in a professional manner and were consistent with the academic/training goals of OAI for our trainees.

#### **10. MODIFICATIONS OR AMENDMENTS**

This Agreement contains the entire Agreement between the parties. No part of this Agreement may be altered or amended except in writing executed by OAI and the Contractor. Except for the specific provisions of the Agreement that thereby may be amended, the Agreement shall remain in full force and effect after such amendment.

#### **11. NOTICE OF DELAY**

If Contractor knows or has reason to know that any actual or potential situation is delaying or threatens to delay the performance of services as required under this Agreement, Contractor shall immediately notify OAI thereof and include information pursuant thereto.

#### **12. TERMINATION**

OAI or the Contractor may terminate this agreement, at any time, for any reason, with or without notice. In the event of termination, Contractor will be compensated for work completed within the scope of this agreement prior to termination. Contractor will not be eligible for any other payments.

#### **13. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.