Chicago Metropolitan Agency for Planning

233 South Wacker Drive
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Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

March 23, 2018

REQUEST FOR PROPOSALS (RFP) NO. 189
AUDIO-VISUAL and LIGHTING SERVICES for the ON TO 2050 LAUNCH EVENT

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested vendors for **audio-visual and lighting services for the ON TO 2050 launch event**, as described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information session **Thursday March 28, 2018** at **11:00 a.m.** local time. Consultants may attend in person or by webinar/conference call. To attend in person, call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. A Driver's license or state ID is required for entry into the building. To join by webinar/conference call, email Procurements@cmap.illinois.gov requesting RFP 189 webinar/conference call information. An email with the webinar/conference call information will be sent to all who have registered by noon on **March 27, 2018**.

If your firm is qualified and experienced in performing the described services, CMAP would appreciate receiving your submission as indicated in the RFP. The deadline for responding to the RFP is 3:00 p.m. on **April 6, 2018.**

Thank you, and if you have any questions, please call me at (312) 386-8756.

Sincerely,

Penny DuBernat
Procurement Officer
pdubernat@cmap.illinois.gov

Enclosure

REQUEST FOR PROPOSALS (RFP) No. 189
Audio-Visual and Lighting Services for ON TO 2050 Launch Event

The Chicago Metropolitan Agency for Planning (CMAP) invites firms to submit proposals to provide audio-visual and lighting services for the ON TO 2050 launch event taking place October 10, 2018, in Chicago's Millennium Park. Please read each section carefully for information regarding the proposal and submittal instructions

SECTION 1: Background and General Information

About CMAP

The Chicago Metropolitan Agency for Planning (CMAP) is our region's comprehensive planning organization. The agency and its partners are developing ON TO 2050, a new long-range plan to help the seven counties and 284 communities of northeastern Illinois implement strategies that address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See www.cmap.illinois.gov for more information.

Project Background

On Wednesday, October 10, 2018, CMAP will host a launch event for the region's next comprehensive plan, ON TO 2050, which is slated for adoption that morning by the CMAP Board. The objective of the launch event is to release ON TO 2050 to stakeholders and the public, and to galvanize support for its implementation among key representatives of the government, community and business sectors.

The launch event will take place from 10:00 a.m. to noon in Chicago's Millennium Park at the North Chase Promenade, which is a tented facility. Load-in for the event may begin at 6:00 a.m. and must be completed by 9:45 a.m. Breakdown time will be from 12:01 p.m. until 4:00 p.m.

The program will include a keynote speaker, panel discussion with up to six speakers, video, and possibly live entertainment. The program will take place on a stage. Approximately 1,000 guests will be seated in theater-style seating facing the stage. A tent encloses the event space. Because of the size of the audience and dimensions of the tent, additional video monitors will likely be needed to project what is happening on stage. The space also will include ON TO 2050 branded banners to be hung from the tent's supports, likely above the catering tables. For dimensions of the tent, and approximate size and placement of elements in the event space, see Attachment 5.

Statement of Purpose

CMAP is looking for a vendor with excellent event management capabilities to provide audio-visual and lighting services for the October 10, 2018, ON TO 2050 launch event. Required services will include equipment, set-up and removal, operation and technical support. The vendor's team must have demonstrated experience in providing audio-visual and lighting services for large events.

Firm must have:

- Extensive experience providing audio-visual and lighting services for large branded events.
- Proficiency in installing/uninstalling and operating lighting, audio-visual technologies, and branded elements for large events.
- Capability to consult with CMAP's project manager prior to and on the day of the event, to ensure all event audio-visual needs are met within the requirements of the venue.
- Capability to provide and operate audio-visual equipment and lighting, as well as to install large banners hung from the ceiling of the tent.
- Ability to provide necessary staff for the aforementioned services on October 10, 2018, from 6:00 a.m. until 4:00 p.m., at the North Chase Promenade venue in Chicago's Millennium Park.
- Provide proof of adequate liability insurance.

General Information
As a result of responses to this RFP, CMAP plans to review submissions and may, if necessary, conduct interviews with selected vendors it determines can best meet the requirements outlined below. As applicable, negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to "Reservation of Rights" below, it is anticipated that a contract will be awarded for the work described.

SECTION 2: Scope of Project and Procurement Details

Scope of Services
The selected firm will provide, install/uninstall and operate lighting and audio-visual technologies, as well as install/uninstall branded elements for the ON TO 2050 launch event taking place October 10, 2018, in Chicago's Millennium Park.

Consultation
The vendor must be able to provide an event planner to consult with CMAP's project manager prior to and on the day of the event, to ensure all event audio-visual needs are met within the requirements of the venue. The vendor will also provide a final floor plan for the event. On the day of the event, this person would be on site at all times to serve as the crew chief overseeing the installation, operation, and striking of all audio-visual and lighting technologies for the event.

Equipment
The vendor must provide necessary audio-visual and lighting technologies for this event, and the appropriate level of staffing to conduct the specified work. This is likely to include the following:

- **Staging**, including risers to create a stage approximately 44' x 10', pipe and drape to cover back of stage, one podium with microphone at stage left, armchairs for up to six panelists, and appropriate crew to install, show, and strike stage; as well as equipment and crew to install and uninstall approximately four (4) branded banners from the ceiling of the tent.
- **Lighting package and crew**, including general stage lighting to fully illuminate the stage, and appropriate crew to install, show, and strike.
- **Sound package and crew**, including a sound system that will fill the space. One podium with a microphone, plus up to six lavalier microphones will be required, along with two handheld mics, and an audio mixing board with 6-8 inputs, including one dedicated to a laptop for video playback. CMAP will supply the laptop and operator. The vendor will be required to provide the appropriate crew to install, show, and strike.
- **Projection package and crew**, including two off-the-stage side screens, projection equipment for Mac-supported visuals (including potential keynote presentation and a video), and a confidence monitor. Vendor will provide appropriate crew to install, show, and strike.

Installation
From 6:00 a.m. to 9:45 a.m. on October 10, 2018, the vendor will be required to provide the necessary staff to install the staging, lighting, and audio-visual technologies for the event. The vendor will be required to provide the equipment and equipment operators necessary for the installation. Installation must begin no earlier than 6:00a.m. and must be completed no later than 9:45 a.m.

Operation
From 9:55 a.m. until noon the selected vendor will provide the necessary staff to operate the staging, lighting, and audio-visual technologies necessary for the event.

Breakdown
From 12:01 p.m. until 4:00 p.m., the vendor will be required to provide the necessary staff to strike and remove the staging, lighting, and audio-visual technologies and related equipment. All property provided by the vendor must be removed from the event venue no later than 4:00 p.m., October 10, 2018.

Timetable

March 23:	Issue RFP
March 28:	Pre-bid meeting
April 6:	Deadline for submission of proposals
April 17-19:	CMAP reviews proposals and interviews potential vendors
May 9:	Estimated CMAP board approval
July 1:	Project begins

Evaluation and Award Process

All proposals submitted in response to this request for proposals will be analyzed for completeness and cost effectiveness, with particular emphasis on the vendor's familiarity with providing audio-visual and lighting services for large branded events. The following criteria will be used in evaluating proposals:

- The vendor's demonstrated record of experience in providing the services identified in the Scope of Services.
- The firm's depth of staff and availability of resources in the areas identified in the Scope of Services.
- Responsiveness to the specific needs expressed in the Scope of Services.
- Cost to CMAP.

All timely responses received to this RFP will be reviewed and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. An in-house CMAP staff committee will make the selection decision.

As applicable, rates the submitter proposes to use will be requested and negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

CHANGE REQUESTS MADE TO PERSONNEL, TITLES, PERSONNEL HOURS, HOURLY RATES OR SUBCONTRACTORS, INCLUDING SUBCONTRACTOR PERSONNEL, PERSONNEL HOURS OR HOURLY RATES MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE CMAP PROCUREMENT OFFICER. CHANGES MADE WITHOUT PRIOR WRITTEN APPROVAL WILL NOT BE REIMBURSED.

SECTION 3: Submittal Requirements

Proposals must be received at CMAP on or before 3:00 p.m. Friday, April 6, 2018.

Submissions must include the following and be submitted in the order presented:

A. Introduction. A general description of your firm's organization, experience, services and staff, including the following:

- Number of years in business
- Number of years providing audio-visual and lighting services for large events.
- At least two examples of similar events for which your firm provided similar services.
- Description of firm's capacity.
- Names of any subcontractors (if applicable)

B. Narrative proposal. Describe what approach the firm will use to complete the scope of services. Summarize the major points of the Request for Proposals and demonstrate an understanding of the services. Include a discussion of the firm's project management approach and how it relates to the services, providing concrete examples based on prior experience and knowledge of the ON TO 2050 event's needs. State any particular issues or concerns relating to the event as described in this RFP.

C. Project Team. Identify assignment of key personnel and an outline of the division of responsibilities by assigned personnel. Firms should clearly identify the key staff who will be involved in this project. Pertaining to each individual, specifically provide the following:

- Experience with regard to the required support service categories listed in the scope of services.
- Identification of training they may have received that is pertinent to CMAP's requirements.

D. Three current or recent clients for reference. Include in this section, three (3) references to current or recent (past three years) clients, identification of the scope of work performed, term of each engagement and the names of contact individuals with their addresses and telephone numbers.

E. The submitter shall also sign and submit the "Price Proposal Form," Attachment 1, including named staff, hourly rates, and other labor costs as well as fixed expenses.

F. The submitter shall also sign and submit the "Certificate Regarding Workers' Compensation Insurance," Attachment 2, and the "Information to be provided by Bidder," Attachment 3.

Submission of Proposals
Proposals must be submitted to CMAP no later than 3:00 p.m. on Friday April 6, 2018. The proposal should consist of three (3) paper copies of all proposals as well as one (1) electronic version in PDF format on media USB drive. Please include the Excel file with the Price Proposal Form on the same USB drive. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of RFP by fax or e-mail is not acceptable. Submissions may be delivered to CMAP in person or sent (by U.S. Postal Service or other reliable means) to the following address:

Chicago Metropolitan Agency for Planning
Attn: Procurement officer
Response to RFP No. 189
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened.

Questions may be referred to Penny DuBernat, (312) 386-8756 or Email: pdubernat@cmap.illinois.gov.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement
The contract CMAP anticipates awarding as a result of this RFP and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. 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
CMAP reserves the following rights if using them will be more advantageous to CMAP:

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 qualifications due date.
4) Not award a contract to any submitter responding to this RFP.
5) Award a contract without negotiations or discussions.

Vendors 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 vendor shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

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 CMAP and vendor 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 CMAP by the vendor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.

   c) CMAP'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 CMAP's right to such performance by the vendor or to future performance of such terms or conditions and vendor's obligation in respect thereto shall continue in full force and effect. Vendor 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 r vendor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

d) CMAP 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 CMAP are expressly stated in this Agreement.

e) Changes: CMAP 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 vendor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Consultant 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 Vendor 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 CMAP except when specifically confirmed in writing by an authorized representative of CMAP.

g) For its convenience, CMAP 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) Chicago Metropolitan Agency for Planning Designee. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3) Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

4) Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. 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 CMAP; (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 CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

6) Method of Payment.

Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP 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 request timely will render the amounts billed an unallowable cost for which the CONTRACTOR cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

   accounting@cmap.illinois.gov

   All invoices shall be signed by an authorized representative of the CONTRACTOR

b) Subject to the conditions of this Agreement, CMAP 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 CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP 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 CMAP no later than fifteen (15) days after the end of this Agreement. Notwithstanding any other provision of this Agreement, CMAP 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. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

c) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each contractor, 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 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).

7) Compliance with Registration Requirements. The CONTRACTOR shall be registered with the Federal System for Award Management (SAM) and have a valid DUNS 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 requirements change, the CONTRACTOR must notify CMAP immediately.

8) Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.

9) Access to Records.

a) The CONTRACTOR and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP 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, 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 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.

b) The CONTRACTOR shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

i) If any litigation, claim or audit is started before the expiration of the 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.

The term "subcontract" as used in this clause excludes purchase orders not exceeding $2,500.

10) Cost Category Transfer Request**.**

Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without CMAP's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars ($1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 10% or $1,000 of the line item. No transfer of funds can exceed the total Agreement. The CONTRACTOR must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

11) Procurement Procedures. All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The CONTRACTOR shall also meet the following minimum procedural requirements.

a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the CONTRACTOR concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.

b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost $2,500.00 or more, but less than $10,000.00, the CONTRACTOR shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of $10,000.00 will require the CONTRACTOR to use the Invitation for

Bid process or the Request for Proposal process. In the absence of formal codified procedures of the CONTRACTOR, the procedures of CMAP will be used. The CONTRACTOR may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; or (3) after solicitation of a number of sources, competition is determined inadequate.

c. Records. The CONTRACTOR shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.

d. No CONTRACTOR employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

e. CONTRACTOR certifies that to the best of its knowledge, its sub-grantees 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.

12) Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of $500 or more is subject to periodic inspection by CMAP.

13) Suspension. If the CONTRACTOR fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP 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, CMAP shall notify the CONTRACTOR in writing that the Agreement has been terminated by reason of default in accordance with paragraph 14 hereof. CMAP 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.

14) 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 CMAP 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 effected by CMAP, 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 CMAP by reason

of the CONTRACTOR'S default. If Termination by Default is effected by the CONTRACTOR, or if Termination for Convenience is effected by CMAP, 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, CMAP 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 CMAP 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, CMAP 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 effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.

15) Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP 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, County of Cook.

16) Equal Employment Opportunity. The CONTRACTOR will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the CONTRACTOR shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The CONTRACTOR shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The CONTRACTOR shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

17) Small and Minority Business Enterprise. In connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

18) 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.

19) Prohibited Interest.

a. No officer or employee of CMAP 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.

b. 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 herefrom.

c. 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 CMAP 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.

20) 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 CMAP 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 CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.

c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

21) Assignment.

a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by CMAP 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 CMAP hereto;, provided, however, that claims for money due or to become due to the Contractor from CMAP 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 CMAP.

22) 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 CMAP.

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 CMAP.

23) 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 CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

24) 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 CMAP. CMAP 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 CMAP 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 CMAP, be appropriately arranged, indexed and delivered to CMAP by the Contractor.

25) 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 CMAP and the Contractor. CMAP 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, CMAP shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP 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 CMAP and the Contractor.

26) Publication. CMAP 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, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

27) 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 CMAP. All information secured by the Contractor from CMAP 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 CMAP.

28) Reporting/Consultation. The Contractor shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.

29) 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 CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (http://www.cmap.illinois.gov)."

30) 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.

31) Workers' Compensation Insurance. The Contractor and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with the contract.

32) Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. 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.

33) Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local 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. The Contractor's failure to comply shall constitute a material breach of this contract.

34) Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

35) Equal Employment Opportunities -- Affirmative Action Sexual Harassment. Contractor must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

36) International Boycott. Contractor certifies that neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the 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 (30 ILCS 582).

37) Forced Labor. Contractor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this

agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

Federally Funded Agreements

1) Standard Assurances. The Contractor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) 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 Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

2) Lobbying**.**

a. 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.

b. 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.

c. 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.

d. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of 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.

e. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

f. 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.

3) 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.*).

4) Control of Property. The Contractor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

5) Cost Principles The Contractor certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E.

6) Debarment. The CONTRACTOR certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

7) 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. Audit required*.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

b. 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.

c. 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.

d. 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.

8) Drug Free Workplace. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

9) Disadvantaged Business Enterprise Assurance**.** In accordance with 49 CFR 26.13(a), as amended, the Contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Contractor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. CMAP's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq*., as amended.

10) Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

a. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Contractor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation))

of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq*., January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.

b. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Contractor assures that is will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

11) 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 subagreements.

12**)** 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 U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, 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, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and

f. Any other nondiscrimination statute(s) that may apply to the project.

i) 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*.

~~f.~~g. Will comply with all federal environmental standards applicable to the project, including but not limited to:

i) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;

ii) Notification of violating facilities pursuant to Executive Order 11738;

iii) Protection of wetlands pursuant to Executive Order 11990;

iv) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

v) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;

vi) Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;

vii) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;

viii) Protection of endangered species under the Endangered Species Act of 1973, as amended;

ix) Contractor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");

x) The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.

13) Will comply with all other federal statutes applicable to the project, including but not limited to:

a. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, Contractor:

i) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,

ii) has the necessary legal authority under State and local laws and regulations to comply with: The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and

iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:

iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,

v) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:

1. Displaced families or individuals, and
2. Displaced corporations, associations, or partnerships,

vi) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:

1. Displaced families and individuals, and
2. Displaced corporations, associations, or partnerships,

vii) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,

viii) Contractor:

1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,

ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,

xi) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,

xii) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,

xiii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,

xiv) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and

xv) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;

(1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and

(2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

xi) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;

xii) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;

xiii) Executive Order 11593, which relates to identification and protection of historic properties;

xiv) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;

xv) The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;

xvi) The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

xvii) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; and

xviii) Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and

~~a.~~b. Contractor will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:

(1) The National Research Act, as amended, 42 U.S.C. 289 *et seq*., and

(2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.

14) Energy Conservation. To the extent applicable, the Contractor and its third party Contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

15) Bribery. The CONTRACTOR certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

16) Clean Air and Clean Water Act. The CONTRACTOR certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

17) Bid Rigging. The CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

18) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

19) Education Loan. CONTRACTOR certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

20) 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.

21) Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

22) Dues and Fees. The CONTRACTOR certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

22) Pro-Children Act. The CONTACTOR certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

23) Motor Voter Law. The CONTRACTOR 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.*).

24) Health Insurance Portability Act. The CONTRACTOR certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

25) Criminal Convictions. The CONTRACTOR certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony

under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

26) Illinois Use Tax. The CONTRACTOR certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

27) Environmental Protection Act Violations. The CONTRACTOR certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

28) Goods From Child Labor Act. The CONTRACTOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

29) Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR certifies that it is in compliance with the terms and requirements of 31 USC 6101

30) False Or Fraudulent Statements Or Claims. The CONTRACTOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP 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 CMAP may deem appropriate. Contractor agrees to include this clause in all state and federal assisted contracts and subcontracts.

31) Changed Conditions Affecting Performance. The CONTRACTOR shall immediately notify CMAP 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.

32) 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 FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the Contractor. The Contractor will notify FTA or U.S. DOT and the CMAP of any current or prospective major dispute pertaining to a third party contract. If the Contractor seeks to name CMAP as a party to the litigation, the Contractor agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the CMAP, the Contractor will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the CMAP's immunity to suit.

33) Fly America. The CONTRACTOR will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166,March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

34) Non-Waiver. The CONTRACTOR agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP 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 CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP 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.

35) Preference for Recycled Products. To the extent applicable, the Contractor agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

36) Cargo Preference. Use of United States Flag Vessels. The Contractor agrees to comply with 46 U.S.C.§ 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

37) Performance measurement. The Contractor must relate financial data of this AGREEMENT to its performance accomplishments. Further, the Contractor must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.

38) 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 CMAP of all required final reports.

39) 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 the 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)."

All of the requirements listed in Part 3, paragraphs 1 through 39 apply to the 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 6: Special 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. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement in addition to listing CMAP as an additional insured.

2) FTA Certification Regarding Lobbying The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements to be submitted with each bid or offer exceeding $100,000. The Submitter shall attest to understanding and complying with the FTA Certification Regarding Lobbying (49 CRF PART 20) requirement and submit a completed "FTA Certification Regarding Lobbying" Attachment 4 to the RFP for any proposals which may or will exceed $100,000.

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

dollar ($1,000,000) per claim/occurrence and shall name CMAP directors, officers and employees as additional insured under such policy.

Attachment 1: Price Proposal Form

Please download RFP 189 Audio-Visual and Lighting Services for the ON TO 2050 Launch Event Attachment 1 Price Proposal Form from the CMAP website: http://www.cmap.illinois.gov/about/requests-for-proposal. Please complete the form, print, sign, date and attach to each of the printed copies of the RFP Proposal. Please include along with the (1) electronic version of the RFP response on digital media.

Attachment 2: 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 3: Information to be provided by Bidder

The Bidder is required to supply the following information (if necessary, attach additional sheets):

Firm Name: _____ Contact Person: _____

Business Address: _____

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

Years of Experience: _____

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

Organized under the laws of state of: _____

Business License No.: _____Business License Expiration Date: _____

DUNS No._____ SAM Cage Code:_____

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

_____

_____

_____

Client list of services rendered currently and/or in the recent past:

Type of Service/Product	Date Completed	Name and Address of Client	Contact Name and Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Credit References (Include contact person's name, address, and telephone number for at least three references, one of which must be the Bidder's bank):

a. _____

_____

b. _____

_____

c. _____

_____

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 copy of document that certifies Bidder's status as a DBE.**

IMPORTANT

All RFP responses without signed and dated Attachment 1 documents will be deemed non-responsive and will not be evaluated.

RFP responses without DUNS Numbers will be deemed unresponsive and will not be evaluated.

All contracted vendors MUST have a valid and ACTIVE System for Award Management (SAM) CAGE Code. If your firm does not have a CAGE Code, please begin the process now at www.sam.gov and register your entity. There is no fee for this registration.

Attachment 4: FTA Certification Regarding Lobbying

The undersigned [Contractor] 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

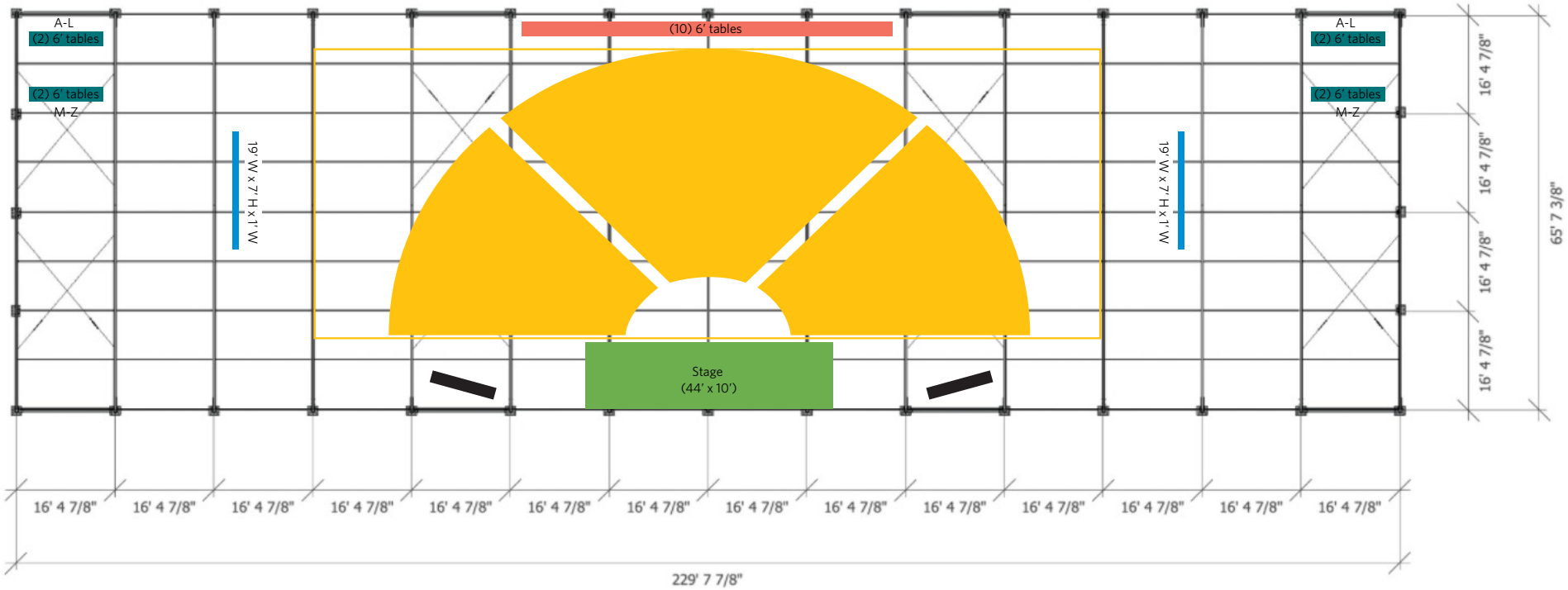
_____ _____

Signature of Contractor's Authorized Official Date

Name and Title of Contractor's Authorized Official: _____

ATTACHMENT 5

- Installation display walls
- Stage
- Concessions
- Registration (no name tags, just lists)
- Monitors (size unknown)
- Seating area



20M Chase North Promanade Clearspan Structure

Width : 20M (65' 7 3/8")
Length : 70M (229' 7 7/8")
Eave Height : 4M (13' 1 1/2")
Ridge Height 7.1M (23' 3 5/8")

MillenniumPark CHICAGO

Partytime-HDO Productions, Inc.