



Chicago Metropolitan Agency for Planning

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February 27, 2023

REQUEST FOR PROPOSALS (RFP) NO. 280

Speed Data Project: Processing Connected Vehicle Data and Crash Characteristics

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested firms for Speed Data Project: Processing Connected Vehicle Data and Crash Characteristics, as described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information webinar on March 7, 2023, at 1:00 p.m. (Central Time). Please use the information provided below to attend.

Microsoft Teams meeting

Join on your computer, mobile app or room device

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[+1 872-215-6245,,374628112#](#) United States, Chicago

Phone Conference ID: 374 628 112#

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

If your team 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 **March 31, 2022**.

Thank you, and if you have any questions, please email me at pdubernat@cmap.illinois.gov.

Sincerely,
Penny DuBernat
Procurement Officer
pdubernat@cmap.illinois.gov

Enclosure

REQUEST FOR PROPOSALS (RFP) NO. 280

Speed Data Project: Processing Connected Vehicle Data and Crash Characteristics

The Chicago Metropolitan Agency for Planning (CMAP) invites consultants to submit proposals for its Speed Data Project: Processing Connected Vehicle Data and Crash Characteristics RFP, as described in this scope of work. Please read each section carefully for information regarding the proposal and submittal instructions.

SECTION 1: General Information

About CMAP

The Chicago Metropolitan Agency for Planning (CMAP) is the region's metropolitan planning organization. The agency and its partners have developed ON TO 2050, a comprehensive plan that builds upon its predecessor GO TO 2040, to help the seven counties and 284 communities of northeastern Illinois implement strategies that address community, prosperity, the environment, governance, transportation and mobility. CMAP has adopted core values, which are: lead with excellence, pursue equity, passion for public service, drive innovation and foster collaboration. These values guide all of the decisions taken by the agency and the CMAP team. See www.cmap.illinois.gov for more information.

General Information

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected consultants it determines can best meet the requirements outlined below. Negotiations will be held on both the scope and the cost to select the consultant 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. The contract awarded will be for a period ending December 31, 2024. CMAP anticipates spending between \$370,000 and \$430,000 on this project. Firms should produce a project plan commensurate with this cost range.

SECTION 2: Background

Introduction

CMAP is committed to improving traffic safety for all road users in the region. Within the CMAP region, there are an average of 550 traffic fatalities each year. Of these annual fatalities, 123 are pedestrian deaths. Currently in Illinois, about 40% of fatal crashes include some element of "speeding" identified in the crash report such as driving above the speed limit, driving too fast for conditions, or failing to reduce speed to avoid a crash. Vehicles traveling at high speeds are very dangerous, especially to pedestrians. Vehicles are trending towards increased weight, and kinetic energy increases with weight, as well as speed. Heavier and fast moving vehicles are a danger to pedestrians as well as others who share the transportation network.



The Illinois Department of Transportation (IDOT) has identified speeding and aggressive driving as a safety Emphasis Area and “Safe Speeds” is one of the core elements of the Safe System methodology. In order for CMAP to help guide the region to safer travel, the locations and circumstances of dangerous driving speeds need to be identified so that the best combinations of engineering, education, appropriate enforcement and fines, and emergency services can be implemented.

Background

Traffic crashes frequently involve factors considered “speeding”, but current sources of crash information do not adequately describe speed issues or the specific location of the inappropriate speeds. The current information does not sufficiently explain the types of speeding that are associated with classes of crashes, increased injury severity, or increased crash rates. This project seeks to develop actionable information to support the agency’s traffic safety work program.

This project has the goal of identifying complex speed profiles on road segments and intersections that are associated with increased risk of traffic crashes or crash severity. Locations with the most dangerous speed profiles will be identified so that efforts can be made to encourage drivers to drive at appropriate speeds or dangerous road configurations will be identified so that they can be improved.

The speed metrics which are commonly available provide generalized speed information which are strongly affected by the locations of intersections, the frequency of vehicle data points, queuing events, the accuracy of the location data, and the quality of vehicle count information in the datasets. In addition, the definition of the speed on a segment is poorly defined.

Current analysis of speed data may identify the locations of higher speeds and increased crashes but provide little insight into which geometric road configurations or land uses are associated with increased crash rates for a given speed profile. This information would help direct efforts to improve safety by emphasizing reconfigurations, appropriate enforcement, speed limit changes or improved education efforts.

This project will use higher quality waypoint data than has been available in the past, and this analysis will lead to more refined results. The existing speed measures that are available provide average speeds, 85th percentile speed, etc. for various road segments which may or may not include intersections. This limited information is not sufficient to fully understand the complex driver behavior on the roads. There are many more aspects of vehicle speed patterns, road geometries, congestion, driveway density, turning movements, and fast starts and stops which may impact the frequency and severity of crashes. This analysis will provide a deeper understanding of the relationship between driving patterns, the roadway environment and the resulting traffic crashes. There will be a specific focus on evaluating the crash frequency based on the time period vehicle miles of travel (VMT).

SECTION 3: Project Introduction

Project Overview

CMAP is undertaking a “Speed Data Project” that will look to improve traffic safety through analysis of speed patterns from connected vehicles. This data will be cross-referenced with other pertinent information including crash location, time of day, detailed crash data, land use, road configurations, directional hourly traffic volumes, and weather events. This project will create safety metrics for roads and intersections across the seven county CMAP region which will be shared with our regional partners. The final analysis will identify patterns of speed metrics which are associated with increased crashes or increased crash injury severity. Additionally, the road geometries and configurations with lower crash rates will be identified. Based on the findings, CMAP will develop recommendations for potential improvements for high crash locations with identified speed profile issues. These recommendations include strategies such as traffic calming geometries, speed limit changes, appropriate enforcement,



improved traveler information, and education. The techniques to evaluate the waypoint data to create speed profiles is left to the applicant to determine. Innovation is expected for this project as it involves a great deal of exploratory analysis.

Time Frame for Project

The project must be completed by December 31, 2024. Wejo waypoint and event data availability ends April 30, 2024. Access to the raw Wejo data will no longer be available following this date and the Consultant will only be able to work with the data summaries that were developed.

Qualifications

The successful candidate for this project will at a minimum have demonstrated experience processing very large waypoint datasets (current project is over 20 TB), significant experience processing in the Microsoft Azure environment, experience geolocating the waypoints to road segments in an efficient manner and estimating lane changes evident in the Wejo data. Creation of a dashboard to share information with our partners is one of the tasks for this project. Wejo has specific requirements for allowing access and use of their data and the selected bidder for this project will need to agree to Wejo terms and be approved by them.

The applicant does not need to be an expert in the formation of crash reduction recommendations. CMAP staff will provide suggestions for appropriate safety enhancements.

SECTION 4: Data and Processing

Data

Waypoint

The vehicle waypoint data that has been purchased for this project consists of Wejo data (20 TB) for the seven county CMAP area for the following months: October 2019; October 2021; and October 2022. The data includes both the Vehicle Movements and Driving Events data. The waypoint data is provided under a license from Wejo and will be available for processing until April 30, 2024, after this time then only summary data that has been developed will be available.

The waypoint data available from Wejo is uniquely suited to our task. The data points are produced every 3 seconds with a resolution of 3 meters. The data are provided directly from the vehicles, not from cell phones, etc. The data are derived from a subset of vehicles produced since 2015 from specific manufacturers. The size of the data set varies across the three months of data. The data include additional metrics such as spot speed, acceleration, hard stops/starts and direction of travel. The trips are identified from ignition on to ignition off. The data will be licensed for limited use and CMAP will not own the data, but CMAP will own the results from processing the waypoints.

The Wejo data cannot be used to identify trip patterns of individuals (it is prohibited based on privacy agreements for use of the Wejo waypoint data), but trips from ignition on to ignition off, can be analyzed. To complete the trip analysis, the Wejo data has a trip identification ID associated with the waypoints.

Crash Data

Processed crash information will be provide by CMAP for the 2017-2022 (excluding 2020) time period and will be geolocated to road segments. The crash file contains nearly 1,000,000 crashes for the 5-years of data provided.



Road Network

The road network for this analysis is designed with the challenges of traffic crash analysis in mind. CMAP will provide a road network for the region that will feature intersections with 150 foot segment buffers, segments of 0.1 miles in length when possible, and directional segments for all 2-way roads. All segments break at intersections. The roads will have the general characteristics included in the IDOT Illinois Roadway Information System (*IRIS*) manual. The IRIS segment data does not have AADT estimates or speed limit data for the entire network. Additional estimates of hourly bi-directional AADT will be included as well as hourly turning movements. These additional AADT/turning movements are modeled estimates and will be used to enhance the analysis when useful. A CMAP calculated road curvature value will be included. Traffic control type information at intersections will be provided. The road system may have over one million data records.

The road segments and intersections will be assigned to a number of peer groups based on factors such as road geometries, turning volumes, land use, roadway capacity levels, congestion levels, driveway density, and facility type (these will be the predefined infrastructure-design peer groups for use in the evaluation). The exact number of peer groups has not been determined, but could exceed 100. Information resulting from the waypoint analysis will be used to enhance the peer group selection. The members within each peer group should function very similar to each other when speed patterns are consistent.

Land Use

Land-use information will be provided by CMAP. The [Land Use Inventory](#) is a survey of northeastern Illinois' land use in GIS format. It is an essential input to the Chicago Metropolitan Agency for Planning's (CMAP) land use and transportation research. Other users of the data include county planning departments, regional transportation agencies, federal and state agencies, university researchers, non-governmental organizations, environmental consulting firms, and civil engineering firms.

Processing

Environment

This large dataset will be fully processed in the Microsoft Azure environment. The compressed file is in JSON format and is approximately 20 TB. The Azure environment will have 100 TB of "Hot" storage available for processing. The storage costs are covered by CMAP, but the processing costs will be included in the budget for the proposal.

Potential Software

The applicant can select the processing tools that are most effective for them, but the following are some potential tools that could be used. One partial option is using Mosaic within Databricks, which was developed to support GIS and identification of points with polygons (a buffer around the line segment). A second possible option is to use custom PostgreSQL coding. A new product which might be useful is MMzip (Moonshadow.com) which has been designed to snap Wejo raw waypoints to the custom road network. This product may reduce the processing time by 90% for some tasks.

Suggested Processing

Overview

The techniques to evaluate the waypoint data to create speed profiles is left to the applicant to determine. Innovation is expected for this project and we are focused on creating a state of the art analysis

The computational architecture for this project will be left to the applicant to decide upon to efficiently process the 20 TB of data to produce the needed results. There are various combinations of specific resources (cores, CPU, GPU, memory) needed for specific tasks and additional programs that can be used to minimize total costs while moving the project along in a timely manner. The challenge for estimating the cost of processing this data is to identify the specific cost that is associated with an un-



known computational load. The data will need to be geolocated, analyzed at the trip level for various characteristics, trip information will need to be aggregated to a segment or intersection, and then some form of regression/machine learning will be applied to speed profiles and the road and crash characteristics.

Assigning Waypoints to Segments

In this project, waypoint data will be used to form speed metrics supporting the comparison of speed patterns on road segments and through intersections. The comparisons will include the variations across times of day, across days of week, and between segments with similar characteristics, but different crash rates. The outcome of this analysis will lead to suggestions for improving traffic safety through a variety of methods such as speed abatement, speed limit changes, driver information, traffic calming, road design, signal timing, appropriate enforcement, access restriction and congestion management.

Processing Trip Data

The methods used should include the flexibility to identify that a vehicle will turn a specific distance from its current position and allow for the speed tendencies of a vehicle for a trip to be assigned to all links transversed by the vehicle. For example, longer trips may encourage speeding on some facility types under specific congestion conditions. Tracking this information may allow behavior modification/education approaches for drivers of these types of trips. Speeds next to vacant land uses may increase and stay elevated when the vehicles encounter higher density land uses. Speeds near interstates may remain high for a distance when exiting an interstate so traffic calming elements might be an appropriate countermeasure.

Project Evaluation Suggestions

The various measures that can be evaluated which describe driving behavior are the factors which will be used in this analysis. There are countless variables that can be identified - some will be more valuable than others and some will be highly correlated with each other. The challenge of this project is to measure the trip characteristics most highly associated with elevated crash frequencies.

The consultant will have the duty to determine which values to track to analyze the effect of speed profiles on crash frequencies. Following is a listing of the processing steps that might be useful in the completion of the project – these are included for illustration purposes only to provide a deeper understanding of what CMAP hopes to gain from this work. Steps can be combined, expanded or excluded, and other useful processing will also be identified as the project advances. The steps suggested below are not requirements but reflect possibilities on how to proceed in the analysis from initial individual waypoints to a tool based on full evaluation speed patterns and crash frequencies. The specific tasks of the project will be listed later in this document. Potential processing is as follows:

- Process trip information for speed, acceleration, and turning patterns.
- Assign waypoints to segments. The waypoints need to be associated with segments and preferably, the location along the segments (a Linear Referencing System (LRS)). Direction of travel should be retained.
- Estimate lane use so that lane changing behavior can be identified for the trip.
- Identify lane change behavior for segment.
- Identify queuing patterns (and duration) of vehicle across the trip to determine if it influences speeding metrics.
- Identify queuing patterns on segments.
- Identify whether queue extends beyond turn bay length (lane switch or segment info)
- Identify speed near queuing endpoint. Identify the speed of vehicle as it approaches the beginning of a queue for a relative aggressive stop.
- Create metric for lane changing when turn will be made ahead to identify when drivers enter lane for the turn movement.
- Identify the speed between waypoints.
 - For points within segment, identify speed based on distance/time duration between adjacent points.



- Identify the acceleration based on calculated speeds from adjacent points.
 - For the segment, identify the maximum speed for the vehicle
 - For the segment, identify the minimum speed for the vehicle
 - For the segment first point /last point identify the estimated average speed
 - Compare estimated average speed to speed limit (create 2.5 mph bins to retain value)
- It may be useful to understand the propensity of a driver on a trip to speed based on facility type, speed limit, total distance of trip, etc.
 - For each vehicle trip identify the number of segments in each speed limit and identify the share of speeding by bin. (Result: vehicle on this trip speeds when traveling at “this” speed limit)
 - Repeat above for all segments combined. Percent of segments involved in each bin of speeding (vehicle speeds for any speed limit)
 - Identify trips associated with hard accelerations and hard stops
- For time period (half hour, hour, 3-hour, over-night, etc.) estimate the average speeds on the segment, the eight (15, 25, 35, 50, 65, 75, 85, maximum) percentile speeds and identify the tendency of a vehicle to speed for its trip. For example, this vehicle is always above 85th percentile speed for a trip of length x.
- Identify vehicle turn-through movement when next segment is intersection
- Identify vehicle turn-through movement when segment is intersection
- Identify the queuing pattern in period on segment for all vehicles (maximum, mean, minimum, 85%). Use LRS-LRS endpoint for a value.
- Share of vehicles turning within segment.
- Share of turning vehicles/left/right at intersection
- Lane maneuverers within segment
- Lane maneuverers within segment by LRS-near end. Are lane changes more frequent in one portion of a segment?
- When changing lanes, vehicle speed vs average speed of all vehicles on segment
- Coefficient of variation speed (standard deviation/mean) of all vehicle speeds (average for segment) for the segment. There will be issues with highly congested time periods. Use total space mean speeds.
- Vehicle acceleration and speed near intersections when in motion (not stopped)
- Vehicle speed through intersections.
- Speeds while turning
- A measure of speed variability of vehicle trip
- Speeds near expressway ramps/exits may need special processing
- Identify the share of speed/acceleration patterns on roads. Generalize the groups to something manageable. Group speed patterns on understandable and relatable terms. Variables used must have meaning in relatable terms and as measures increase in value there should be consistent decreasing or consistent increasing relationship with crash outcomes over a normal interval (defined).

Challenges

It is not known how the analysis of data based on vehicles of model year 2015 and newer will bias any analysis of the speed data. Populations with higher ownership rates of older vehicles will be less represented in the waypoint data. CMAP will share the registered number of vehicles as well as the proportion that are MY 2015 and newer.

The production of segment and intersection metrics based on the waypoint data needs to be processed with some specific programming. The best use of the waypoint data would be to capture the distance from



point to line segment so that lane changing behavior can be estimated. In a small scale, this task is readily accomplished with ArcGIS products, but this may not specifically be available in the Azure environment. Parts of the GIS platform are available in the cloud environment, but not all tools.

The highest quality data for speeds (data frequency), speed limits and traffic volumes will result in the best chance to determine relationships. Not all roads in this analysis have complete data. The data that is of lower quality will not reveal the same complexity of associations. For the segments where the AADT is missing, we can estimate the AADT bounds that would make the road safe or dangerous (based on crash frequency). For the different road peer groups, we can provide the median/mean speed and estimate speed limits if speed limits are missing.

The crashes should be analyzed with the traffic volumes during the time of the crash, not total daily volumes. There are issues with the daily measure of AADT with regard to speeding issues. If there are low speeds and high traffic volumes, but no crashes in some time periods, while there are high speeds late at night associated with some speeding crashes, but a small share of the AADT, the AADT may be related to higher crash rates, but the crash may not specifically be caused by traffic volumes. It is hoped that the aggregation of total VMT (based on hourly traffic volumes) and crashes by peer group will identify speed profiles associated with increased crash rates.

The directional hourly AADT will be modeled based on a few sources. Processing the crashes by direction of travel and associated AADT will provide the best relationships between traffic volumes, speeds and crash results. Many crashes such as rear-end crashes and fixed object crashes can be fully associated with one direction of travel, while head-on or sideswipe in opposite direction crashes involve both directions of travel. Considerations need to be made to process these crashes in a reasonable manner.

If the analysis breaks the time of day into AM peak, midday, PM peak, evening and late-night this will result in 4 or 5 groups, depending on specific aggregation. The weekday traffic flow is in a different pattern than the weekend, but it is possible that under similar hourly traffic volumes, 11:00 AM on Saturday may be similar to Friday morning at 8:00 AM. It may be more useful to process weekends separately or use the weekends to validate the analysis produced with the weekday processing. The commonly available AADT is based on a 7-day week and does not fully represent either weekday travel or weekend travel and the relationship between weekend/weekday shares will be a wide range across all of the roads and facility types.

This analysis may have to be limited by cost constraints. There are processing steps which are desired for this project which may not be possible to complete with available resources due to the computing requirements. There are specific outputs for this project that will be accomplished. The depth of analysis for each of the outputs may depend on the constraints on processing. For example, a driver on a 20 minute trip attains a speed on 95% of the segments transversed which is at least 10 miles an hour over the speed limit. This driver can be graded as a 5/5 for speeding preference. A second driver may only speed at this rate on 2 segments of a similar journey and might be graded as 2/5 for potential to speed. These drivers trip characteristics can be aggregated to the segments. If a segment has an aggressive driver speeding on it, then the solution may be to suggest appropriate enforcement. If the driver who rarely speeds is found to be speeding on a segment, the solution may be to implement visual alerts for traffic calming so that the driver naturally reduces their speed as is typical for the trip. While this level of analysis will produce potentially useful information, capturing this trip level data will be resource intensive and might not be beneficial for this analysis due to cost constraints.

SECTION 5: Scope of Project and Tasks

Speed Data Project Tasks:

This RFP is specifically for the processing of waypoint data into metrics that reflect numerous combinations of vehicle speed and accelerations at a very small scale. These speed metrics will be compared to crash events, the roadway and land-use characteristics as well as weather patterns. The goal of this analysis is to identify complex speed patterns that are associated with elevated crash frequencies, increased severity of crashes, or changes in the type of crashes.

The product of this analysis is a tool to identify inappropriate speed/acceleration patterns that are correlated with worse safety outcomes. The identified measures will need to be recreated with future data to determine if the speed reduction countermeasure are changing the speed profile and if in the future the crash rates are reduced. This project will produce a dashboard tool that can be used by our partner agencies to identify locations with inappropriate speed/acceleration patterns that increase the danger of traveling and provide options for improving safety through design, traffic calming, education or appropriate enforcement.

All Tasks:

Given the complexities of processing and evaluating the Wejo waypoint data, provide an outline of the processing steps and specific tools-if any- that will be used to complete each task. Estimate the percentage of the over-all budget that will be applied to each processing task. Describe how the task will be completed.

Task 1: Project Management Plan: The consultant will hold a kickoff meeting to discuss approach, prominent needs or issues for completion of the project, and to formulate a method for bi-weekly progress reports. Proposals should include a description of roles, responsibilities, and time commitments (and may suggest roles for CMAP staff), as well as a draft schedule of target dates for all task milestones and deliverables.

Deliverables:

1. Detailed work plan with schedule
2. Initial kick off meeting in person at CMAP with remote access.
3. Biweekly progress meeting (potential to be weekly at CMAP discretion)
4. Two presentations at **CMAP's** Transportation Technology and Operations Coalition (**TTOC**). First is mid-project and second is the final report (virtual or in-person).
5. Final presentation at CMAP Transportation Committee
6. All project documentation needed to comply with the IDOT SPR grant process.
7. Monthly billing in a CMAP approved format

Task 2: Research and Summarize Best Practices in evaluation of waypoint data for speed and traffic crash analysis

Deliverables: Short report on the state of the art on analysis of connected vehicle waypoint data and crash rates. Include evaluation of appropriate use of machine learning options, software, and cloud-based processing architecture that were considered and also selected.

Task 3: DATA Processing. This RFP is specifically for the processing of waypoint data into metrics that reflect numerous combinations of vehicle speed and accelerations at a very small scale.

Work to be completed

1. Import waypoint data into Azure from the Wejo platform (approximately 20 TB)



2. Geocode waypoints assigning them to segments and identifying the distance from the waypoint to the segment.
3. Process vehicle ignition on/ignition off trip metrics
4. Develop segment/intersection level speed, event, or lane changing behavior metrics for each hour
5. Group speed metrics into useful categories
6. Place segments/intersections hour-based metrics into bins of similar speed acceleration profiles within the predefined infrastructure-design peer groups.

Deliverables:

1. Waypoint location data, trip data. This data is internal to the analysis and will be developed and retained for a limited time period and then deleted by April 30, 2024.
2. Identification of speed and acceleration categories.
3. Produce yearly segment/intersection speed metrics for dashboard generalized to aggregated time periods across the week.
4. Dataset consisting of segment/intersection data for each individual date and hour (2232 individual hours in the 3 months of waypoint data).
5. Apply the speed metric categories to each hourly segment/intersection data point.

Task 4: Evaluate the relationship between speed profiles and resulting crash rates

Work to be completed:

1. Using the aggregated data at the infrastructure peer group speed profile, evaluate the relationship between speed profiles and resulting crash rates/crash types/crash severity within the peer groups.
2. For similar speed/acceleration profiles, evaluate the association of different road configuration on the resulting crash rates across the peer groups to estimate the regional crash modification factor

Deliverables:

1. Tables of each peer group (characteristics included) by speed/acceleration category and crash outcomes (type, severity).
2. For each segment/intersection, its peer group will be identified along with the general crash rates that are associated with the peer group.

Task 5: Dashboard Data Processing and Functionality: The dashboard should be flexible and configured to evaluating segment, intersection, corridor, municipal or county data. The dashboard should have the capability to subset and process by facility type or peer groups.

1. Process data for dashboard for the segments or intersections for specific weekly time periods
 - a. Production of segment/intersection speed/acceleration characteristics by single aggregation of 3 months of data for weekday and Saturday/Sunday time periods (4 to 10 periods for each day)
 - b. For time period, estimate the average speeds on the segment, the eight (15, 25, 35, 50, 65, 75, 85, maximum) percentile speeds and identify the tendency of vehicles to speed across the segment or short corridor.
2. Process data for table of speed/acceleration categories and their rank reflecting traffic safety.
 - a. Identification of speed/acceleration profiles and the resulting crash/severity outcomes and rates for the infrastructure peer groups.
 - b. Rank the profiles for each peer group base on safety outcome- lowest crash rate to highest. This data will be attached to segments and intersection in the dashboard.
3. Dashboard information for better speed profiles
 - a. As part of dashboard, suggest speed/acceleration profiles that are associated with increased safety at similar locations – by time period.



4. Dashboard information for safer geometries with existing speed profile
 - a. As part of dashboard. For similar speed profiles list infrastructure elements that are associated with improved safety outcomes.

Task 6: In coordination with CMAP staff, creation of web-based dashboard for staff and partner agencies to explore the data and potential improvements to address safety issues due to inappropriate speed patterns.

Work to be completed

1. Select appropriate hosting platform in consultation with CMAP
2. Expected functionality of platform (ability to query, etc.)
3. Design dashboard data storage and display designs
4. Initial data displayed will be the crash and infrastructure data
5. Complete initial phases of project so that progress can be shared with partners.
6. A canned video with chapter navigation that will be posted on the dashboard that explains its proper use and important details on its development and use

Deliverables: Dashboard with data at segment/intersection level.

Task 7: Final documentation and programs

1. A final report on the processing, analysis, and results including the top five locations for various types of speed issues and potential improvements (maybe 30 locations),
2. An executive summary of the final report
3. Full documentation of processing steps and validations. Describe the steps for processing the waypoint data and vehicle trips and data export steps for use in the dashboard. Data processing procedures should be written in an open-source language.
4. All of the develop associative models between speed metrics, crash frequencies, road characteristics and land uses will be provided to CMAP
5. A report or memorandum serving as a user guide to the procedures. This must include instructions on running the procedures, identification of prerequisites to running the processes, documentation on the structure/format of input and output data files, and discussion of the specific parameters used in the procedures.
6. A training event for CMAP technical staff demonstrating procedures, how to update the measures, and interpret the results.

SECTION 6: Submittal Requirements

Submissions should be submitted in the order presented:

1. Identify the Consultant team that will be involved in this project. Include a narrative describing the team's combined qualifications and strengths. Clearly identify the project manager, specify the role of subcontractors and describe the team's structure for leadership, support and accountability. Each individual with time on the project should be identified, their qualifications outlined and their role defined whether they work for the lead firm or a subcontractor.
2. Provide a narrative proposal of the approach and techniques the applicant will use to complete the entire scope of services. The proposal must include a clear and concise work plan for achieving the identified tasks and preparing the required deliverables. Refer to the discussion of individual tasks in the appropriate sections of this RFP to identify specific components of each task that CMAP expects to be delineated in the proposal. The discussion of each task must also



be accompanied by an estimate of the cost and Consultant staffing requirements and timeline for completion for that specific task.

3. Provide at least three examples of similar work that the Consultant has completed. Specify the client, the date completed and the approximate cost of each example. Provide references for each project including the individual contact name and phone number of project managers who are willing and able to comment on the proposed project manager's ability to produce a quality professional product on time and within budget.
4. Submit the "Price Proposal Form," Attachment 1 (printed and Excel file), with all proposed pricing for this project. Specify number of hours, hourly rates for relevant staff with the individuals identified, and any other expenses in the estimation of cost.
5. Sign and submit the "Certificate Regarding Workers' Compensation Insurance," Attachment 2, the "Information to be provided by Bidder," Attachment 3, and "FTA Certification Regarding Lobbying" Attachment 4 and 4. A copy of the firms' SAM.gov CAGE Code Report.

SECTION 7: RFP Process and Schedule

Selection Process and Schedule:

February 27, 2023:	RFP posted
March 7, 2023:	Virtual Non-mandatory Pre-bid meeting
March 31, 2023	Proposals due
April 12-13, 2023:	Interview finalists, if necessary

Submission of Proposals

Proposals must be submitted to CMAP no later than 3:00 p.m. on March 31, 2023. Please email your proposals to pdubernat@cmaphillinois.gov.

There will be no public opening for this RFP. Late submissions will be rejected. Questions may be referred to Penny DuBernat at pdubernat@cmaphillinois.gov.

SECTION 8: Evaluation Criteria

Evaluation Criteria

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

1. The responsiveness of the proposal to the scope of work, as demonstrated through a substantive discussion of the issues and a clearly defined methodology, process, and timeline.
2. The demonstrated record of experience of the consultant as well as identified staff in providing the professional services identified in this scope of work and tasks.
3. Prior performance of previous CMAP contracts will be considered. Consultants 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 Consultant shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.



4. The quality and relevance of the examples of similar work.
5. Cost to CMAP, including consideration of all project costs and per-hour costs.

CMAP will award 1-bonus point overall to those qualified respondents who have been certified as a DBE by the Illinois Unified Certification Program (IL-UCP), the City of Chicago Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) and the Cook County Illinois MBE/WBE/VBE Certification.

All timely responses received to this scope of work will be reviewed, and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. Cost will be evaluated against other factors based upon the professional judgment of those involved in the evaluation. An internal CMAP committee will make the consultant selection decision.

As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held on both the scope and the cost to select the consultant 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 9: 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



SECTION 10: 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 Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b) Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Contractor 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 Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to 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 Contractor 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 Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
- f) Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.



- g) 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
 - h) 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) 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.

3) 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.

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. The contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of 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:

- b) 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@cmmap.illinois.gov

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

- c) 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 close of the fiscal year for multi-year contracts, or no later than fifteen (15) days after the end of this Agreement for shorter term contracts. Notwithstanding any other provision of this Agreement, 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).
- d) 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 that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).



- e) The Contractor is required to pay all subcontractors within thirty days of receiving payment for that portion of the work from CMAP. Failure to pay subcontractors within thirty days may jeopardize future CMAP contract awards.
- 7) Conflict of Interest. In order to avoid any potential conflict of interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of 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.
- 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 CONTRACTOR in support of their invoices.
- 9) Access to Records.
 - a. The Contractor and its Subcontractor, under this Agreement shall preserve and produce upon request of the authorized representatives of 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.

The CONTRACTOR shall include a provision in all of its subcontracts, if any, such provisions.

- 10) Subcontracts.
 - a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of 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.
- 11) 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.



- 12) 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.
- 13) 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.



14) 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.
- a. 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.
- c. 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.
- d. Ownership of Documents/Title of Work. All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of 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.
- e. Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both 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.

- 15) 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.
- 16) 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.
- 17) Reporting/Consultation. The Contractor shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 18) 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>)."
- 19) 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.
- 20) Hold Harmless and Indemnity. Neither Party shall be liable for actions chargeable to the other party under this agreement including but not limited to, the negligent acts and omissions of the Party's agents, employees or subcontractors in performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be constructed as seeking to enlarge or diminish any obligation of duty owed by one Party against the other or against a third party.



SECTION 11: Certifications

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) 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.
- 3) 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.
- 4) 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.
- 5) 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 it 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.
- 6) 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.

7) 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.*
- 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.
- 8) 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
- 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.



- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) 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.
- 15) 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.



- 16) 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.
- 17) 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.
- 18) 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.
- 19) 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.
- 20) 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.
- 21) 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)."
- 22) Certifications: Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the Contractor shall be responsible for compliance as modifications are implemented, to the extent that the certifications apply to the Contractor, pertaining to:



- a. Bribery. Pursuant to (30 ILCS 500/50-5);
 - b. Bid Rigging. Pursuant to (720 ILCS 500/33E- or 33E-4);
 - c. Debt to State. Pursuant to (30 ILCS 500/50-11);
 - d. Education Loan. Pursuant to (5 ILCS 385/1 *et seq.*);
 - e. International Boycott. Pursuant to U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (15 CFR Part 730 thorough 774);
 - f. Forced Labor Act. Pursuant to (30 ILCS 583);
 - g. Dues and Fees to any club which unlawfully discriminates. Pursuant to (775 ILCS 25/1 *et seq.*);
 - h. Pro-Children Act. Pursuant to (20 USC 7181-7184) and the Goods from Child Labor Act (30 ILCS 584);
 - i. Drug-Free Work Place. Pursuant to (30 ILCS 580/3 and 41 USC 8102).
 - j. Clean Air Act and Clean Water Act. Pursuant to (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*);
 - k. Debarment. Pursuant to (2 CFR 200.205(a)) or by the State (30 ILCS 708/25(6)(g));
 - l. Non-procurement Debarment and Suspension. Pursuant to (2 CFR Part 180 as supplemented by 2 CFR part 376, Subpart C);
 - m. Grant for the Construction of Fixed Works. This agreement is subject to the Illinois Prevailing Wage Act Pursuant to (820 ILCS 130/0.01 *et seq.*)
 - m. Health Insurance Portability and Accountability Act of 1996. Pursuant to Public Law No. 104-191 (45 CFR Parts 160, 162, and 164 and the Social Security Act of, 42 USC 1320d-2through 1320d- 7).
 - n. Criminal Convictions. Pursuant to the Sarbanes-Oxley Act of 2002, nor a class 3 or Class 2 felony under Illinois Securities Law of 1953 or pursuant to (30 ILCS 500/50).
 - o. Illinois Use Tax. Pursuant to (30 ILCS 500/50);
 - p. Environmental Protection act Violations. Pursuant to (30 ILCS 500/50-14)
 - q. Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101);
 - r. Motor Vehicle Law: Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*);
 - s. Goods from Child Labor Act. Pursuant to (30 ILCS 847);
- 23) 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.*).
- 24) 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.



- 25) EO 1-2007 Compliance: CONTRACTOR certifies that to the best of its knowledge, its sub-contractors 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.

- 26) Prohibited Interest. 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. 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. 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.

The Contractor will disclose all violations of criminal law involving fraud, bribery and gratuity violations. The Contractor's failure to comply shall constitute a material breach of this contract.

- 27) 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.
- 28) 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.
- 29) 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.

- 30) 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.
- 31) Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

All of the requirements listed in Part 6, paragraphs 1 through 31 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 12: Specific Provisions

- 1) Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 2 to the RFP.
- 2) 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 CFR 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.

Contract Amendment and Concurrence Policy

This Applies to All Primary and Subcontractors

1. A Request for Concurrence will be required for the following:
 - a. A change in a key person specified by the CMAP Project Manager when justifying the selection of the contracted vendor.
 - b. If the Vendor Project Manager disengages from the project for more than 3-months, or reduced the number of hours working on the project by 20% or greater.
2. An Amendment and revised Price Proposal Form will be needed for the following:
 - a. Any scope change – justification will be also be required
 - b. A staff title is added to the project – justification will also be required
 - c. The transfer of cost from any line item that exceeds 10% of that line item cost of \$1,000, whichever is greater.



- d. The addition of any subcontractor not originally listed on the Price Proposal Form. Note: CMAP will need to seek concurrence from any third-party grantors prior to executing the amendment.

Attachment 1: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

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

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

Bidder/Contactor _____

Signature _____

Name and Title _____

Date _____



Attachment 2: Bidder Information

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

Firm Name: _____ Contact Person: _____

Business Address: _____

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

Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture, 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 <u>Service/Product</u>	Date <u>Completed</u>	Name and Address <u>of Client</u>	Contact Name and <u>Phone Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



DBE Information

Bidder hereby certifies that it (check one): ☐ IS ☐ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined in 49 CFR 23). **If “IS” is checked, attach 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 unresponsive 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.

CMAP CANNOT LEGALLY ENTER INTO A CONTRACTURAL RELATIONSHIP WITHOUT A VALID, ACTIVE CAGE CODE.



Attachment 3: FTA Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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:

