



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800, Sears Tower
Chicago, IL 60606

312-454-0400 (voice)
312-454-0411 (fax)
www.cmap.illinois.gov

August 20, 2008

**REQUEST FOR QUALIFICATIONS (RFQ) NO. 009
PUBLIC FINANCE ANALYSIS FOR *GO TO 2040* STRATEGIES**

Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested and qualified firms to conduct a series of public finance analyses for strategies in CMAP's *GO TO 2040* plan as described in the enclosed Request for Qualifications (RFQ).

If your firm is qualified and experienced in performing the described services, CMAP would appreciate receiving your qualifications as indicated in the RFQ. The deadline for receipt of submissions in response to the RFQ is 3:00 p.m., September 10, 2008.

Thank you and if you have any questions, please call me at (312) 386-8788.

Sincerely,

Margaret McGrath
Grant/Contract Officer

Enclosure

PUBLIC FINANCE ANALYSIS FOR GO TO 2040 STRATEGIES

The Chicago Metropolitan Agency for Planning (CMAP) invites appropriate firms, organizations, or institutions to submit qualifications to conduct a series of public finance (fiscal) analyses for strategies in CMAP's GO TO 2040 plan.

SECTION 1: Background and General Information

About CMAP

The Chicago Metropolitan Agency for Planning (CMAP) integrates planning for land use and transportation in the counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. CMAP and its partners are removing barriers to cooperation across geographical boundaries and subject areas such as land use, transportation, natural resources, housing, and economic development. By understanding how these issues — and our communities' futures — are inter-related, CMAP seeks to change the way planning is conducted in northeastern Illinois.

The *GO TO 2040* plan will be a long-range plan for the future of the northeastern Illinois region. Due to be completed in 2010, this plan will extend through 2040 and beyond. Building on the shared values of the region, the plan will identify policies, strategies, and investments that we need to put in place for northeastern Illinois to reach its potential. The plan will cover the region's transportation system, land use and development patterns, the natural environment, economic and community development, housing, and social systems including health, education, and human services. For more information, visit www.goto2040.org.

Statement of Purpose

One major deliverable of the *GO TO 2040* process is a plan for financing recommended strategies and policies. The *GO TO 2040* Financial Plan will include 1) an overall assessment of the region's public finance, including major revenues and expenditures to and/or from the Federal, State, and local governments; 2) specific assessments of the public finance ramifications of selected strategies ("*Public Finance Analysis*") and 3) a set of policy recommendations for financing *GO TO 2040*'s preferred strategies. CMAP intends to complete the Financial Plan by early-mid 2009.

To date, CMAP has researched the impacts of selected strategies on a range of regional planning indicators. Most of the impacts are non-financial in nature. This work enables CMAP staff to combine sets of strategies into thematic scenarios for evaluation. An extensive public participation process will determine the region's "preferred scenario", comprised of various strategies from the initial thematic scenarios. It is vital that the wider public have an enhanced understanding of the costs and benefits of these strategies when making an assessment of their relative value. CMAP intends for the Public Finance Analysis to help solidify this understanding.

CMAP seeks qualifications from potential candidates, institutions, or firms with a considerable capacity for analyzing the public finance ramifications of potential regional planning strategies or policies related to transportation, land use, housing, environment, and economic development. The public finance ramifications will primarily comprise the major potential fiscal expenditures and revenues accruing to units of government as a result of these strategies. In some cases, the public finance analysis should also consider the costs and benefits accruing to the private sector, if applicable.

The consultant(s) selected for this project will assist CMAP in developing an understanding of the fiscal impacts of selected strategies. Examples of strategies and policies include but are not limited to:

- Urban Design/Walkability (including transit-oriented design);
- Preservation of parks and open space;
- Policies to overcome regulatory barriers related to the provision of affordable housing including inclusionary zoning;

- Conservation Design;
- Parking;
- Managed Lanes and Congestion Pricing

The number of individual public finance analyses required for this project is expected to range from 7 to 10. Studies will evaluate the impact of strategies on a “unit cost” basis as they relate to implementation in the Chicago metropolitan area. CMAP anticipates that each report will be brief (10-15 pages) and be accompanied by supporting data and technical analysis.

CMAP has identified a general step-by-step process for analyzing the financial ramifications of strategies. Steps include, but are not limited to: 1) identifying the governmental and non-governmental institutions chiefly responsible for delivering the strategy’s program or policy; 2) choosing a “strategy unit” (most typically, but not always, geographic in nature) for the analysis; 3) reviewing and quantifying “typical” direct budgetary outlays for the strategy unit; 4) identifying direct revenues resulting from the strategy unit; 5) an assessment of opportunity costs and/or revenues foregone from the strategy adoption; 6) where applicable, an assessment of other economic costs and benefits from each strategy.

As an example, the consultant may be asked to assess the financial costs and revenues involved in developing a typical site using conservation design techniques rather than conventional development. To adequately perform work on this subject, the consultant must be able to gather public finance data for representative municipalities in the Chicago metropolitan area, as well as a demonstrated capacity to analyze and quantify the potential tax revenues from households and businesses to state and local governments resulting from varying development densities and patterns. The consultant should also assess whether costs and revenues to private sector interests are relevant. The consultant would also be expected to itemize other relevant costs and benefits to the local and regional economy as a result of this strategy.

For some strategies, CMAP will task the consultant with completing a full analysis of the strategy’s financial ramifications. For other strategies, CMAP staff will furnish complete or incomplete analyses; in these cases CMAP anticipates that the selected consultant will review CMAP staff work and fill in gaps. CMAP expects the consultant to have access to a wide range of recent data sets, high quality academic research, analytical and/or modeling capability, and established relationships with federal, state, and local government agencies.

General Information

As a result of responses to this RFQ, CMAP plans to review submissions and conduct interviews with selected consultants it determines can best meet the requirements outlined below. As applicable, negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to “Reservation of Rights” below, it is anticipated the term of the contract will be for a period ending in March 2009.

SECTION 2: Scope of Project and Procurement Details

CMAP seeks to receive qualifications from experienced consultants to conduct a series of public finance analyses for *GO TO 2040* strategies.

Phase 1

Identification of *GO TO 2040* strategies for public finance analysis. The consultant will work with CMAP to identify the strategies which require analysis. For certain strategies, CMAP will have completed some degree of internal work already. The consultant will be expected to review these strategies and fill in gaps. For other strategies, CMAP will not have completed any internal work and the consultant will be expected to complete a full analysis. The number of strategies is expected to range from 7 to 10. (Deadline: November 14, 2008)

Phase 2

Completion of initial two public finance impact analyses (including CMAP comment and review). The first primary deliverable on this project will be the delivery of two initial fiscal impact analyses, based upon the identification made in phase 1. CMAP will discuss the results of the fiscal impact analysis with the consultant in order to determine whether the analyses adequately serve the objectives of the CMAP Financial Plan. (Deadline: December 12, 2008)

Phase 3

Completion of final five to eight draft public finance impact analyses. The remaining deliverables on this project will be the delivery of the final five to eight fiscal impact analyses. CMAP expects that draft analyses will be supplied to CMAP immediately upon completion (Deadline for final draft deliverable: February 27, 2009)

Phase 4

Preparation of all final public finance impact analyses. The consultant will prepare all final reports. (Deadline for all final reports: March 31, 2009)

In addition, the consultant will be responsible for submitting weekly progress reports to CMAP over the course of this project.

Selection Process Schedule

September 10 at 3:00 pm – deadline for proposal submission
September 15-19 (approximate) – consultant interviews
September 29 – selection of recommended consultants by CMAP staff
October 8 – approval of consultants by CMAP Board
October 31 – contract finalized
March 31, 2009 – submission of final deliverable

Coverage of CMAP Focus Areas

The CMAP Financial Plan for *GO TO 2040* will be assessing the public finance ramifications of strategies in the regional focus areas of transportation, land use, housing, environment, and economic development. CMAP will accept qualifications from consultants that address some but not all of these areas. However, CMAP prefers to receive qualifications in which the consultant's abilities relative to all areas are addressed, and consultants that submit qualifications that demonstrate experience to address all of the areas may receive preference in the selection process. Therefore, consultants are encouraged to enter into partnerships with other firms or organizations with complementary expertise to ensure that all these focus areas receive coverage.

Cost

CMAP intends to expend no more than \$150,000 for this research project. Consultants should keep this overall price in mind when considering the expected level of effort for this project.

Evaluation and Award Process

All qualifications submitted in response to this RFQ will be reviewed and analyzed for completeness and the expertise of the consultants in conducting research in the subject area. The following criteria will be used in evaluating qualifications:

- A. The firm's experience in conducting public finance analyses and the capacity of the firm (or firm and subcontractors) to analyze strategies in the areas of 1) transportation, 2) land use, 3) housing, 4) environment, and 5) economic development.
- B. The firm's experience in conducting research on planning and public policy topics in general.
- C. The qualifications of the personnel to be assigned to the project.
- D. The demonstrated ability of the firm to conduct the project within the short timeframe provided.
- E. The reputation of the firm based on references.

All timely responses received to this RFQ will be reviewed and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. An in-house CMAP committee will make the selection decision. Bidders who are deemed most responsive may be asked to answer questions from the committee. CMAP reserves the right to select more than one consultant on this project and amend the scope, deliverables, and cost accordingly.

As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. CMAP will then negotiate a scope of work and contract with the firm(s) judged to be most qualified to conduct this work.

SECTION 3: Submittal Requirements

Qualifications must be received at CMAP on or before 3:00 p.m. Wednesday September 10, 2008

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

- A. A general description of your firm's organization, experience, services and staff, including education, experience, and credentials.
- B. Documentation of the applicant's capacity to perform public finance and economic analysis related to strategies and policies in the areas of economic development, environmental planning, housing, land use, and transportation. Documentation should include hard copies of previous public finance impact work directly related to these areas.
- C. A narrative proposal on what approach and techniques the consultant will use in evaluating the fiscal and economic ramifications of strategies and policies in the areas of economic development, environmental planning, housing, land use, and transportation.
- D. Documentation of the applicant's previous work including work completed for the public sector.
- E. At least three references, including individual contact name, name of company and phone number, CMAP may contact regarding the consultant's qualifications to undertake this project.
- F. The submitter shall also sign and submit the "Certificate Regarding Workers' Compensation Insurance", Attachment1, and the "Information to be provided by Bidder", Attachment 2.

Submission of Proposals

Three (3) copies of all proposals must be submitted no later than 3:00 p.m., Wednesday, September 10, 2008. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of RFPs by fax or e-mail is not acceptable.

Submissions may be delivered to CMAP in person or by a means other than the U.S. Postal Service or using the U.S. Postal Service to:

Chicago Metropolitan Agency for Planning
Attn: Grant/Contract Officer
Response to RFQ No. 009: Public Finance Analyses
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

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

Questions may be referred to Margaret McGrath, (312) 386-8788 or Email: mmcgrath@cmapp.illinois.gov.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

The contract CMAP anticipates awarding as a result of this RFP and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Section 5 hereto, and Special Provisions, Section 6 hereto, which will apply to the contract.

Reservation of Rights

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

- a. Withdraw this RFP at any time without prior notice.
- b. Accept or reject any and all submissions, or any item or part thereof
- c. Postpone qualifications due date.
- d. Not award a contract to any submitter responding to this RFP.
- e. Award a contract without negotiations or discussions.

Contractors who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the Contractor shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

SECTION 5: General Provisions

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation:

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. 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 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 Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
 - c. 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.
 - d. 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.
2. Chicago Metropolitan Agency for Planning Designee. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
 3. 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, unemployment compensation, workers' compensation insurance and similar matters.
 4. Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including Attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
 5. Order of Precedence. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, 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.
 6. Invoice Submission. Based on services performed, Contractor may submit invoices as frequently as once a month. They should be submitted to:

Accounts Payable
Chicago Metropolitan Agency for Planning
233 S. Wacker Drive, Suite 800
Chicago, Illinois 60606.

Or

May be faxed to Accounts Payable CMAP 312-386-8831

7. 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 particular 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 the Planning Agency 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.
8. Conflict of Interest. No board member, officer, or employee of CMAP, during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. To each party's knowledge, no board member, officer, or employee of Chicago Metropolitan Agency for Planning has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than CMAP, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.
9. Interest of Members of Congress. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
10. Assignment of Contract. The performance of part or all of this Contract may not be delegated or assigned except upon written consent of CMAP's Board of Directors; except that Contractor may assign monies due or to become due hereunder, to the extent permitted by law, without such Board of Directors consent.
11. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the Planning Agency 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.
12. 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.
13. Termination for Convenience. The performance of work under this contract may be terminated by CMAP in accordance with this clause in whole, or from time-to-time in part, whenever CMAP shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by CMAP, the Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the notice of termination;
- b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

- d. Assign to CMAP in the manner, at the times, and to the extent directed by CMAP, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case CMAP shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of CMAP, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- f. Transfer title to CMAP and deliver in the manner, at the times, and to the extent, if any, directed by CMAP the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to CMAP;
- g. Use its best efforts to seek, in the manner at all times, to the extent, and at the price(s) directed or authorized by CMAP, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at price(s) approved by CMAP, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by CMAP to the Contractor under this contract shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as CMAP may direct;
- h. Complete performance of such part of the work as shall not have been terminated by the notice of termination;
- i. Take such action as may be necessary, or as CMAP may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which CMAP has or may acquire an interest.
- j. After termination, the Contractor shall submit a final termination settlement proposal to CMAP as directed. If the Contractor fails to submit a proposal within the time allowed, CMAP may determine, on the basis of information available, the amount, if any due the Contractor because of the termination and shall pay the amount determined. After the Contractor's proposal is received, CMAP and Contractor shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, CMAP may issue a final determination and pay the amount determined. If the Contractor does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Contractor may appeal under the Disputes clause.

14. Termination for Default.

- a. CMAP may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cause such failure to be corrected within a period of ten (10) days (or such longer period as the CMAP may authorize in writing) after receipt of notice from the CMAP specifying such failure.
- b. If the contract is terminated in whole or in part for default, CMAP may procure, upon such terms and in such manner as CMAP may deem appropriate supplies or services similar to those so terminated. The Contractor shall be liable to CMAP for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- c. Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required project completion schedule.

Payment for completed supplies delivered to and accepted by CMAP shall be at the contract price. CMAP may withhold from amounts otherwise due the Contractor for such completed supplies such sum as CMAP determines to be necessary to protect CMAP against loss because of outstanding liens of claims of former lien holders.

- d. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CMAP. The rights and remedies of CMAP provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

15. Disputes.

- a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by CMAP's Deputy Executive Director for Finance and Administration, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Deputy Executive Director for Finance and Administration shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Contractor mails or otherwise furnishes to the Deputy Executive Director for Finance and Administration a written appeal addressed to CMAP's Executive Director. The decision of CMAP's Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.
- b. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision of CMAP's Deputy Executive Director for Finance and Administration. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any CMAP official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of Illinois.

16. Attorney Fees. In the event any action or proceeding is brought to enforce the terms or performance of this contract, the prevailing side shall be entitled to its reasonable costs and attorney fees.

17. Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder (see following Federally Funded Agreements). Since laws, regulations, directives, etc. may be modified from time-to-time, the contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.

Federally Funded Agreements

A. 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. The Contractor agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, modified as necessary by 31 U.S.C. 1352 the GOVERNMENTAL BODY's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Contractor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The Contractor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Contractor also understands that any person who fails to file a 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.

a. **Nondiscrimination Assurance.** As required by 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), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Contractor assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR Part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Contractor receives federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Contractor retains ownership or possession of the project property, whichever is longer, the Contractor assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Contractor assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in

interest, or any other participant in the project.

4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR Part 21.

- D. Control of Property.** Contractor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.
- E. Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.
- F. Debarment.** Contractor shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. Contractor certifies that to the best of its knowledge and belief, Contractor and its principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective Contractor to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The prospective Contractor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Planning Agency determined whether to enter into this transaction. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Planning Agency may terminate this Agreement for cause. The Contractor shall provide immediate written notice to the Planning Agency if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and 12689.

The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Planning Agency. The Contractor agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Planning Agency, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless Contractor knows the certification is erroneous. Contractor may decide the method and frequency by which it determines the eligibility of its principals. Each

Contractor may, but is not required to, check the Non-procurement List. If a Contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Planning Agency may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. require the following:

1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in (OMB) Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to the Planning Agency within 30 days after completion of the audit, but no later than one year after the end of the Contractor's fiscal year.

H. Drug Free Workplace. The Contractor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C as amended.

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

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Contractor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Contractor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq.,

and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The Contractor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1E, "Third Party Contracting Guidelines," and any revisions thereto, to the extent those requirements are applicable. The Contractor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. 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."

1. As provided in SAFETEA-LU Section 5307(c), 23 U.S.C. 502 note, 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 funds authorized under Title 49 or Title 23, United States Code.
2. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, 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.

M. Davis-Bacon Act. To the extent applicable, 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.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D). As required by OMB, Contractor certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. 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;
3. 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;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - 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;

- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C 4541 et seq., relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 et seq., related to confidentiality of alcohol and drug abuse patient records;
- 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;
- 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
- Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through N apply to the federally funded project. The Contractor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

SECTION 6: Special Provisions

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 1 to the RFP. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement.

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: Information to be provided by Bidder

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

Firm Name: _____ Contact Person: _____

Business Address:

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

Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, JointVenture;Etc.: _____

Organized under the laws of state of: _____

Business License No.: _____ Business License Expiration Date: _____

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:

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

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

- a. _____

- b. _____

- c. _____

Bidder hereby certifies that it (check one): _____ IS _____ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined Sec. III, provision 31g1). If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.