



# Chicago Metropolitan Agency for Planning

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October 24, 2007

Chicago Metropolitan Agency for Planning (CMAP) is requesting qualifications from interested and qualified firms to provide Water Resource Engineering Technical Support as described in the enclosed Request for Qualifications (RFQ) No. 004.

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., Wednesday, November 14, 2007.**

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

Sincerely,

Margaret McGrath  
Grant/Contract Officer

Enclosure

## SECTION 1

### **Chicago Metropolitan Agency for Planning (CMAP) REQUEST FOR QUALIFICATIONS (RFQ) No. 004 FOR Water Resource Engineering Technical Support**

**1. General Requirements and Information:** Chicago Metropolitan Agency for Planning (CMAP) invites you to submit your firm's qualifications to provide CMAP water resource engineering technical support. As a result of responses to this RFQ, CMAP plans to review submissions and conduct interviews with selected submitters it determines can best meet the above requirements. 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. Subject to "Reservation of Rights" below, it is anticipated a contract will be awarded for the three years with two one-year options for renewal. It is expected that more than one firm will be contracted for services, with one firm designated as the primary consultant and the other(s) utilized in cases of conflict of interest.

**Background:** CMAP was created through legislation that unanimously passed both houses of the Illinois General Assembly and was signed into law by Governor Rod Blagojevich on August 8, 2005. The agency is a consolidation of the Chicago Area Transportation Study (CATS) and the Northeastern Illinois Planning Commission (NIPC). CMAP has combined the previously separate transportation and land-use planning agencies for northeastern Illinois into a single entity designed to protect natural resources and minimize traffic congestion as the seven-county region plans for the 21st Century and beyond. The CMAP board reflects the regional consensus that led to creation of CMAP, featuring representation from across the counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will.

**Scope of Services:** On a task order basis, this work entails technical and policy support and regulatory knowledge as applicable in the areas of water quality, water supply, water re-use, stormwater, flooding, soil erosion and sediment control, watershed planning and implementation, stream/lake/wetland management, and nonpoint source pollution control BMPs, among others. Consultant responsibilities may include, but are not limited to, the following tasks:

- Internal technical and policy support for the development of the integrated land use and transportation plan, watershed plans, and water supply planning.
- Review, evaluation, and preparation of written comments on design plans, specifications, calculations, reports, and other supporting materials developed by local project sponsors for Section 319 nonpoint source pollution control implementation projects, including appropriateness of engineering techniques proposed, pollutant load reduction calculations, hydraulic and hydrologic calculations, and compliance with local, regional, state, and federal regulatory requirements.
- Field review and evaluation of BMP installation for nonpoint source pollution control implementation projects, both during- and post-construction.
- Hydrologic, hydraulic, groundwater flow, and water quality modeling, including the hydrologic effect of land use change and the mitigation effect of BMPs.

- Technical and policy assistance and outreach to the CMAP Environmental and Natural Resources Committee, the region's local units of government, county stormwater management agencies, partner public and non-profit agencies, watershed groups, professionals and professional associations, and the public in the implementation of environmental and natural resources planning and management, including the region's water supply plan and CMAP's integrated land use and transportation plan.
- Preparation of state-of-the-art reports, guides, and model ordinances on the water resource topics sited above.
- Development of comments on water resource issues on projects subject to CMAP review and comment.
- Representation of CMAP in technical discussions with other engineering/planning professionals.
- Support for developing project proposals and grant applications.

**Timetable:**

1. The qualifications must be submitted no later than **3:00 p.m., Wednesday, November 14, 2007.**
2. Interviews of most qualified firms: **November 28 – December 7, 2007.**
3. Anticipated selection of subcontractor: **Wednesday, January 9, 2008.**

**Qualifications Evaluation:**

Two main criteria will be taken into account for the purposes of evaluating and selecting a service provider. These factors are:

- Technical Ability. The following sub-criteria are listed in relative order of importance.
  - Qualifications of firm. The individual and/or firm's general experience and history of performance on projects similar to those under consideration.
  - Qualifications and availability of assigned staff that will perform the work. The education, experience, and expertise of the individual and /or firm's principals and employees who will be assigned key project responsibilities.
  - Responsiveness of the proposal to the Scope of Services.
- References.

(**Note:** 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 this requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.)

All timely responses received in response to this RFQ will be reviewed and interviews will be conducted with selected submitters CMAP determines can best meet the above requirements. An in-house CMAP committee will make the section decision. Bidders who are deemed most responsive

may be asked to answer questions from the committee. 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.

## **2. Submission of Request for Qualifications.**

**\*All submissions must be received at CMAP on or before 3:00 p.m., Wednesday, November 14, 2007.**

Submission of RFQs by fax or e-mail is not acceptable. Submissions may be delivered to CMAP as follows:

In person or by a means other than the U.S. Postal Service or using the U.S. Postal Service.

Submission shall be submitted to the following:

Chicago Metropolitan Agency for Planning  
Attn: Grant/Contract Officer  
233 S. Wacker Drive, Suite 800  
Chicago, IL 60606

Please submit three (3) copies of your qualifications. Submissions must be in a sealed package or envelope. The submitter's company name and address shall appear in the upper left corner of the package. In addition to being properly addressed as indicated below, the front of the package/envelope shall be clearly marked as follows:

### **RESPONSE TO RFQ No. 004 FOR Water Resource Engineering Technical Support**

There will be no public opening for this RFQ. Late submissions will be rejected and returned unopened. Questions may be referred to Margaret McGrath, (312) 386-8788.

**3. Content of Qualifications Submissions.** Submissions should include the following and be submitted in the order presented:

- Introduction. Summarize the major points of the Request for Qualifications and demonstrate an understanding of the scope of services.
- Approach. Describe how the proposer will perform the services.
- Qualifications. Discuss the qualifications of the proposer to satisfy the specification requirements as stated above. Be specific with regard to the following:
  - Indication of general experience and ability to satisfy the specification requirements as stated above.
- Project Team. Identify individuals who will make up the project team and where they are positioned within the firm. Pertaining to each individual, specifically provide the following:
  - Identification of training they may have received that is pertinent to CMAP's requirements.
  - A resume.

**4. Additional Submission Requirement.** The submitter shall also sign and submit the “Certificate Regarding Workers’ Compensation Insurance”, Attachment 1, and the “Information Provided by Bidder”, Attachment 2.

**5. Reservation of Rights.** CMAP reserves the following rights if using them will be more advantageous to CMAP:

- a. Withdraw this RFQ 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 RFQ.
- e. Award a contract without negotiations or discussions.

**6. Contractual Agreement.** The contract CMAP anticipates awarding as a result of this RFQ 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 2 hereto, and Special Provisions, Section 3 hereto, which will apply to the contract.

## SECTION 2

### GENERAL PROVISIONS APPLICABLE TO CHICAGO METROPOLITAN AGENCY FOR PLANNING REQUEST FOR QUALIFICATIONS

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 concerning conditions 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. 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 RFQ on which the contract is based including any and all Addendums; (3) the qualifications submitted to CMAP by the Contractor in response to said RFQ; 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 the attention of Accounts Payable, Chicago Metropolitan Agency for Planning, 233 S. Wacker Drive, Suite 800, Chicago, Illinois 60606.

7. Changes. By written notice, 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, and an equitable adjustment shall be made and the agreement modified accordingly. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the agreement as changed. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

8. Interest of Employees. 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. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall take place in the County of Cook in Illinois.

12. Remedies/Breach of Contract. Administrative, contractual, or legal remedies are available, as appropriate, in instances where the Contractor violates or breaches contract terms.

13. 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.

14. 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.



15. 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.

16. 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. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. 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.

17. 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.

18. 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, the Contractor'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.

C. 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 of business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, “Nondiscrimination in Federally-Assistance 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 of 49 CFR Part 21; FTA Circular 4702.1, “Title VI Program Guidelines for Federal Transit Administration Recipients,” and other applicable directives, 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 for which the Contractor receives federal assistance.

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 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 and 49 CFR Part 21 to other parties involved herein 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 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

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 32, 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 Contractor’s 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 Department 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 Department may terminate this Agreement for cause. The Contractor shall provide immediate written notice to the Department 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.

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 Department.

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 Department, 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 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 Department 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 require 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. 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 CFR Part 29, Subpart F, including Appendix C as amended.

H. 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 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 Department 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.

I. 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.

J. 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 finance in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

K. 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 or one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with Section 5206(e) of TEA-21, 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. Req.* 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 authorized by TEA-21, title V, subtitle C, 23 U.S.C. 502 note.
2. 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 TEA-21, title V, subtitle C, 23 U.S.C. 502 note, 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.

L. 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.

M. 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 an 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:
  - a. Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - b. 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;
  - c. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
  - d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - e. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - g. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290-ee3, related to confidentiality of alcohol and drug abuse patient records;
  - h. 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;
  - i. 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 21<sup>st</sup> 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.

## SECTION 3

### SPECIAL PROVISIONS FOR CHICAGO METROPOLITAN AGENCY FOR PLANNING REQUEST FOR QUALIFICATIONS

1. Option to Renew Contract. In consideration of the contract, the Contractor hereby grants to CMAP the options to extend the service provided by the Contractor under the contract for up to two one-year periods. The option for each year may be exercised separately in writing at any time on or before sixty (60) calendar days prior to expiration of the contract period awarded to that time. Compensation related to each option year shall be included in the original contract.

Prior to exercising an option, CMAP shall serve notice to the Contractor of its intention to extend the contract into and through an additional one-year period. Such notice shall not be deemed to commit CMAP to such extension, nor shall it be binding upon the Contractor if postmarked less than sixty (60) days prior to the expiration of the current contract period.

It shall be mutually understood and agreed that all work performed and services provided under any exercised option shall be in strict compliance with all requirements of the contract, as amended.

Additionally, it shall be mutually understood and agreed that: 1) CMAP is under no obligation to exercise the option(s); 2) No representations have been made by CMAP committing it to exercise the option(s); and 3) CMAP may procure such option requirements elsewhere. Such option(s) may be exercised by modification of the contract, letter notification or by issuance of a new contract.

2. 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 RFQ. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement.

**ATTACHMENT 1**

**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 : (\_\_\_\_) \_\_\_\_\_ 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: \_\_\_\_\_

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.