



Chicago Metropolitan  
Agency for Planning

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

voice 312-454-0400  
fax 312-454-0411  
[www.cmap.illinois.gov](http://www.cmap.illinois.gov)

October 1, 2010

**REQUEST FOR PROPOSALS (RFP) NO. 054**

**DEVELOPMENT AND EXECUTION OF THE COMMUNICATIONS STRATEGY  
FOR THE CHICAGO REGION RETROFIT RAMP-UP (CR3) PROGRAM**

Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested organizations and firms, or a team of firms for the development and execution of a communications strategy for the *Chicago Region Retrofit Ramp-Up (CR3)* program as described in the enclosed Request for Proposals (RFP).

If your firm(s) is qualified and experienced in performing the described services, CMAP would appreciate receiving your proposal as indicated in the RFP. The deadline for receipt of submissions in response to the RFP is **3:00 p.m., November 5, 2010**.

A non-mandatory pre-bid information session will be held on Tuesday, October 12th at 12:00 p.m. CST in CMAP's offices, 233 South Wacker Drive (Willis Tower), Suite 800. Firms may attend in person or by webinar/conference call. To attend in person, call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list by Friday, October 8th. Driver's license or state ID required for entry into building tower. To register for the webinar/conference call, send an email to [mmcgrath@cmap.illinois.gov](mailto:mmcgrath@cmap.illinois.gov) requesting RFP 054 webinar/conference call information. An email with the webinar/conference call information will be sent to all who have registered on Friday, October 8th. Please note that the CMAP office will be closed on Monday, October 11th in observance of the Columbus Day holiday.

Participation with the pre-bid discussion is non-mandatory, but is offered as the best way understand the scope of work we are trying to accomplish here. CMAP strongly encourages those interested in this project to attend. The presentation, questions and responses noted during the pre-bid discussion will be posted on our website with the RFP.

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

Sincerely,

Margaret McGrath  
Grant/Contract Officer

Enclosure

CMAP RFP 054

## RFP NO. 054

### DEVELOPMENT AND EXECUTION OF THE COMMUNICATIONS STRATEGY FOR THE CHICAGO REGION RETROFIT RAMP-UP (CR3) PROGRAM

*The Chicago Metropolitan Agency for Planning (CMAP) invites appropriate institutions, organizations, or firms to submit proposals to develop and execute the communications strategy for the Chicago Region Retrofit Ramp-Up (CR3) program as described in the enclosed Request for Proposals (RFP). Please read each section carefully for information regarding the proposal and submittal instructions.*

#### SECTION 1: Background and General Information

##### **Project Background**

In May, 2010, the U.S. Department of Energy announced 25 awards nationally through the competitive Energy Efficiency and Conservation Block Grant (EECBG) Retrofit Ramp-Up stimulus initiative (now known as the BetterBuildings Initiative). A regional collaboration led by the Chicago Metropolitan Agency for Planning (CMAP) – in partnership with the City of Chicago Department of Environment, with support from the City of Rockford and suburban and regional stakeholders – was awarded \$25 million to transform the market for carrying out energy-efficient retrofits to commercial and residential buildings in northeastern Illinois.

The objective of the Chicago Region Retrofit Ramp-up (CR3) program is to build a comprehensive energy retrofit program which includes strategies to build a sustainable model to aggressively retrofit commercial, industrial, and residential buildings across northeastern Illinois. CR3 accelerates the existing Chicago Climate Action Plan implementation strategy and the Chicago Energy Efficiency Building Retrofit Strategy, across the metropolitan Chicago region including Rockford, leveraging significant existing resources and program components from partners, financial institutions and utility companies. The implementation of the CR3 is further integrated into the region's comprehensive plan, *GO TO 2040*. Over the three-year grant period, the project is expected to retrofit at least 8,000 units of residential, commercial and industrial properties, leverage more than \$500 million in local investments, and create more than 2,000 jobs.

For a more complete description of each program component and the activities include, see a detailed program summary here:

[http://www.cmap.illinois.gov/uploadedfiles/blog/Recovery\\_Act/6-8\\_CR3\\_detailed\\_summary\\_UPDATED.pdf](http://www.cmap.illinois.gov/uploadedfiles/blog/Recovery_Act/6-8_CR3_detailed_summary_UPDATED.pdf)

The overall CR3 vision is to facilitate the transition of a fragmented retrofit market made up of a loose set of programs to a fully developed, efficient market that can operate with efficiencies of both scale and scope. The intended outcome is for home and business owners to have the necessary information to make rational decisions about why and how they can improve their energy performance as part of a cost-savings measure, among other co-benefits. Financial products will be readily available to facilitate the installation of selected measures. Suppliers will be able to respond to consumer demand for retrofits with consistent, efficient, and affordable solutions.

##### **About the Project Partners**

The Chicago Metropolitan Agency for Planning (CMAP) is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. By state and federal law, CMAP is responsible for developing *GO TO 2040*,

metropolitan Chicago's first comprehensive regional plan. To be implemented starting in fall 2010, the plan will be based on a diverse, coordinated set of strategies to address projected population growth of 2.8 million new residents by 2040, which has significant implications for transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See [www.cmap.illinois.gov](http://www.cmap.illinois.gov) and [www.goto2040.org](http://www.goto2040.org) for more information.

The City of Chicago Department of Environment develops environmental policies, initiatives and programs, enforces the City's environmental code and regulations and works with other City departments, sister, state and federal agencies, businesses and not-for-profit organizations to protect and conserve our natural resources, prevent pollution, foster energy efficiency and engage Chicagoans in adopting environmentally-friendly behaviors. Mayor Richard M. Daley released the Chicago Climate Action Plan (CCAP) in 2008, which is comprised of strategies and actions to meet Chicago's goals of reducing carbon dioxide equivalent emissions by 25% below 1990 levels by 2020, and 80% by 2050. See <http://www.cityofchicago.org/city/en/depts/doe.html/> and <http://www.chicagoclimatereaction.org> for more information.

#### **About the Chicago Region Retrofit Steering Committee**

The Steering Committee's mission is to align missions and leverage resources, both technical and financial, to ensure that CR3 is fully implemented and obtains maximum impact. The Steering Committee plays a lead role in program development and strategic planning, proposal review & selection, reviewing progress and performance monitoring and making recommendations for corrective action. Membership currently includes leaders from [ComEd](#), [Peoples/North Shore Gas](#), [Nicor](#), [Illinois Department of Commerce and Economic Opportunity](#) (DCEO), [Illinois Science and Technology Coalition](#), [CEDA](#), the [Northern Illinois Energy Project](#), [CMAP](#), and the Cities of [Chicago](#) and [Rockford](#).

#### **About the CR3 Program**

The CR3 program initiates and manages program development, deployment, ongoing consultation, and evaluation of the necessary elements of a successful regional retrofit strategy. During the initial three year grant period funded by the U.S. Department of Energy, the CR3 program will retrofit at least 8,000 units, leverage more than \$500 million in local investments, and create more than 2,000 jobs.

Through a series of RFP's to be issued later, CMAP anticipates contracting with a number of contractors to deploy various components of the CR3 program (in addition to this RFP) for the CR3 Project in three areas: (1) Information System (which includes but is not limited to the Communication Strategy in this RFP) (2) Finance Vehicles and (3) Workforce Intermediary .

CMAP has the ultimate responsibility for assuring that the program is in full compliance with federal regulations, however, CMAP will be contracting with an implementation agency (TBD) that will be responsible to CMAP for day-to-day management of sub-recipients, oversight of data collection, program reporting, and ARRA compliance with all program sub-recipients. The implementation agency will serve as lead liaison for the CR3 program, responsible for the day-to-day communications with all CR3 sub-recipients including but not limited to the communications, marketing, and outreach sub-recipients procured within this request for proposal. The firm(s) chosen to lead the activities in this RFP will be accountable to both the implementation agency and CMAP for all reporting and accounting procedures.

#### **The CR3 program strategy includes three primary areas of work:**

- 1. Access to comprehensive information;**
- 2. Functional finance tools; and**
- 3. Access to a trained workforce**

To address area #1, access to comprehensive information, CR3 will launch an **information system** which includes a communications strategy (the focus of this RFP) as well as a web-

based regional center for energy efficiency resources that includes energy audit tools, qualified contractor directories, and grant and financing resources. The goal is to ensure energy efficiency practices become part of “business as usual” activities. The communication strategy must create a measurable change in action that will effect a meaningful, long-term reduction in the Chicago region’s energy consumption.

### **Statement of Purpose**

Through this RFP, CMAP in consultation with the Chicago Region Retrofit Steering Committee is seeking a firm(s) to develop a comprehensive communications strategy, with key work components to include development, execution, and testing of a broad based branding campaign, broad regional outreach strategies, targeted communication efforts for the commercial and industrial sector, and customized outreach strategies for six target communities. It is the preference of CMAP to have a contract with one firm for the project and the contractor can either perform all tasks or subcontract for the services. It is acknowledged that some potential firms might only be interested in performing one or more components of the project. Firms are encouraged to enter into partnerships with other firms or organizations with complementary expertise to ensure that all qualifications are met. Proposals can be submitted for all or part of the project. CMAP reserves the right to enter into a contract with one firm for the full project or multiple firms, each focusing on different scope of work components of the project.

Proposals that include the use of subcontractor(s) must identify one lead firm and clearly identify, with an organizational chart, any and all subcontractors. Proposing lead firms must clearly define the roles and responsibilities for the lead and any and all subcontractor(s). The lead firm is solely responsible for any and all sub-contractual business arrangements. The subcontractors will have no legal or contractual recourse to the Chicago Metropolitan Agency for Planning.

The selected firm(s) will be responsible for coordinating the development, execution and testing of all branding, communications and outreach strategies for the CR3 strategy as outlined here. Services included:

- Conduct and deliver an appropriate body of research on the key drivers (and barriers) to participation in retrofit activities by market segment (building and population);
- Conduct and deliver in-depth ethnographic research within six target communities;
- Develop a segmentation methodology based on the above research;
- Develop a comprehensive communication strategy for the segments based on various socioeconomic demographics, geographic locations, and building sectors including but not limited to residential (multi and single family), commercial, industrial and institutional;
- Develop a Chicago regional retrofit brand identity including development of an engaging program name, graphics, logos, etc.;
- Develop and execute a comprehensive media and marketing campaign using channels and tactics to reach the identified segments and support general consumer awareness and action;
- Develop and deploy comprehensive regional (seven county area plus City of Rockford) outreach strategies;
- Develop and deploy in-depth outreach strategies in six communities (2 per year) over the three year grant period (working partnership with trade allies and community-based organizations);
- Engage appropriate stakeholder groups in research, campaign creation and outreach deployment;
- Provide ongoing technical assistance throughout the grant period by serving as a technical expert in outreach and communications to all CR3 components including, for example, integration of brand and graphics into the web-based information system and development of marketing materials for financing products;

- Fulfill all data and reporting requirements to be determined by CMAP and the U.S. Department of Energy as part of the Better Buildings Initiative;
- Develop and provide to the implementation agency monthly progress reports including recommended corrective courses of action as needed; and
- Ensure that all elements for this RFP of the CR3 program are fully integrated and seamless, and that program goals are met.

Section 2 describes these potential services and related products in greater detail. Proposals in response to this RFP should fully address the scope of services described below. Proposals should demonstrate a strong commitment not only to assist CMAP to meet CR3 goals in a timely, cost-effective manner, but also, ultimately, to promote the utilization of retrofit programs across the metropolitan region.

**General Information**

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected firm(s) it determines can best meet the requirements outlined below. Negotiations will be held as necessary to select the firm or firms that CMAP believes can best satisfy its requirements at rates it deems reasonable for the services provided. Subject to “Reservation of Rights” below, it is anticipated the term of the contract(s) will be for a period ending in May 18, 2013.

## SECTION 2: Scope of Project and Procurement Details

### Scope of Services

CR3 is funded for a three year period that began on May 18, 2010. All funds in the program must be expended by the end of the program period on May 18, 2013. The selected firm(s) will be responsible for integrating and overseeing multiple activities and tasks included in the CR3 program; these activities fall within three key work components:

1. Market research, segmentation & communication strategy development;
2. Development and deployment of a comprehensive branding and marketing campaign; and
3. Development and deployment of outreach strategies (both for the entire CR3 regional scope, and for six target communities)

Research, branding and outreach strategies are contained as part of the “increased access to information” tenet of CR3. Specifically, CR3 will use a holistic outreach approach that leverages a combination of communication channels to maximize message penetration. These include a dynamic information system, a broad-scale marketing campaign, and targeted deep-dive campaigns into specific communities using community-based organizations (CBOs) and trade ally organizations that will be driven by ethnographic research and business surveys to maximize impact.

While not exhaustive, the following list is indicative of the skills and tasks required. The selected firm(s) will be expected to perform in a high standard of quality for communications, branding and outreach activities with integration into all information system, financial, and workforce development activities.

#### **1. Market Research, Segmentation and Communication Strategy Development**

The selected firm will be responsible for developing a comprehensive communications strategy that will serve as a road map for all CR3 marketing, branding and outreach strategies in a way that integrates seamlessly with all CR3 information systems components, financing mechanisms and workforce strategies. Seamless integration includes recommendation on the methods and mediums that will provide for the greatest impact and maximize participation in retrofit programs. The communication strategy should be grounded in deep market research aimed at determining the key drivers to consumer decision-making in the retrofit process. The strategy will focus on all major building segments: single family residential, multi-family residential, small commercial/industrial, large commercial/industrial and public/institutional buildings. Because the market research and communication strategy will serve as a roadmap for CR3 strategies it is imperative that development of this component happens expeditiously and in the early stages of the program. Therefore, delivery of baseline data for the CR3 Market Research & Communications strategy must be submitted to CMAP no later than 90 days after the award date. Throughout the entire grant period the selected firm will provide ongoing communications expertise to assure that appropriate strategies and messages are incorporated into all elements of the CR3 program. The selected firm will be instrumental in solving issues with the current fragmentation of the retrofit marketplace by suggesting strategies to help end-users navigate the range of different programs available today, and clarify eligibility overlaps and distinctions, and to make recommendations on how current programs can avoid duplication in marketing efforts and capitalize on existing consumer bases. Please note: any market research funded under this RFP should build upon, not duplicate, existing bodies of energy efficiency research, particularly specific to Chicago and the metropolitan region.

The CR3 Market research should include but not be limited to:

- An analysis of the consumer decision making process steps by various demographic, ethnographic and market segmentations including but not limited to:
  - Geography: Urban, Suburban, Neighborhood typologies
  - Income levels: Low, Mod, High
  - Building Sectors: Residential (Rental/Ownership, multi/single), Commercial and Industrial, Small business, etc.
  - Ethnicity/Race: White, African-American, Latino, and other
- An analysis of workforce barriers and financial barriers/opportunities to retrofit activities (perceived barriers to participation in various financing tools, for example, willingness to take on various forms of debt in exchange for retrofits).
- An analysis of the demand-side barriers to market penetration.
- An analysis of the supply-side barriers to market penetration.
- An analysis of existing financing products and energy efficiency subsidy programs including current penetration rates and marketing activities to each.

The CR3 Communication Strategy should include but not be limited to:

- Delivery of segmentation schema.
- Delivery of a comprehensive set of recommendations on communications strategies that will increase retrofit uptake among the aforementioned market segments.
- A set of strategies that integrate the core components of the CR3 program including community-based outreach, web-based information systems, and marketing & branding strategies, financing, workforce, etc.
- Recommendations should include overcoming information and financial barriers as well as the technical and financial assistance needed to drive consumer behavior.
- Co-delivery recommendations of various energy efficiency programs (including other existing private, public or utility programs).
- Recommendations should include a set of outreach strategies that engage trade allies as trusted messengers in the commercial and residential building sectors; and community-based organizations for targeted community based strategies.
- Identification of key partners and their roles.
- A target timeline showing how various elements of the campaign would be rolled out to maximize their effectiveness.
- Provide a set of profiles/ classifications of different types of building owners (homeowners, commercial building owners, institutional building owners, etc.) that might engage in retrofit activities based market research, input from the CR3 partners, and feedback from focus groups throughout the region.
- The Communication Strategy should contemplate, at minimum, all of the following elements and make recommendations as appropriate.
  - Earned Media: Earned media should play an important role in marketing CR3. Earned Media can and should utilize the visibility of CMAP, City of Chicago and Rockford leaders (Mayors and County Commissioners in the surrounding counties) to draw attention to the program.
  - Paid Media: The strategy for paid media should seek to make use of the lowest cost, highest impact strategies. All potential channels (print, outdoor, radio) should be evaluated prior to determining tactics and measured to determine efficacy (measured in impressions for media, cost per acquisition for marketing channels, or some other efficacy proxy).
  - Web Presence: The marketing and branding campaign and outreach strategies must be incorporated on a user-friendly comprehensive informational website which will be developed by a separate team and the Implementation Agency. The website will feature sophisticated background on energy efficiency retrofits for home and business owners, regularly updated resource and content guides, and interactive online tools for engaging building owners in thinking about retrofits. The online strategy may include utilization of social networking and other new media outlets as well as online advertising.

- Direct Outreach: Direct presentations to and meetings with key stakeholders in the target market, such as building owner associations, community groups, associations of non-profits, governments, and schools, etc. Potential marketing channels (direct mail, Expo, Industry trade shows) should be evaluated prior to determining tactics and measured to determine marketing efficacy.

Beyond delivery of the broader market research and communications strategy, the selected firm will conduct extensive ethnographic research and develop a distinct set of communications strategy recommendations for six target communities (selection will happen through a separate solicitation process). The goal of ethnographic research will be to gain an in-depth understanding of people's behaviors and attitudes by studying them in the context of their daily lives. The ethnographic research will serve as the "road map" for developing deep-dive outreach strategies in six key locations to be later determined through a separate RFP process. Tasks include but are not limited to:

- Development of community specific targeted communications and outreach strategies based findings from extensive ethnographic research for each selected community.
- Ongoing consultation to community-based organizations conducting outreach strategies throughout the three year grant period.
- Ethnographic research methods should include a variety of activities including, for example, interviews with community leaders, focus groups with residents and key community leaders, participant-observation, quantitative social network analysis, and visual and performative activities.

## **2. Development and Deployment of a Comprehensive Marketing and Branding Campaign**

The selected firm will be responsible for the development of a comprehensive marketing and branding campaign. The brand will be based on developing a single identity that serves as a "go to" for all regional retrofit resources and activities. In other words, there should be a strong public messaging component and a brand aimed at getting residents across the region to engage in retrofit activities regardless of the provider. Tasks include but are not limited to:

- Print and digital material design and production (brochures, conference booth materials, banners, etc).
- Delivery of a concise set of core messages for all CR3communications that deliver the essential information about what CR3 is and how it can be valuable to target consumers.
- Development of a Chicago Region Retrofit brand identity including rebranding the current CR3 program name, and the development of sophisticated and visually appealing graphics.
- Purchase and placement of any paid media.
- Placement of earned media spots.
- Production of multilingual print materials and conduct multilingual outreach activities, where appropriate.
- Development of direct presentations for key stakeholder groups.
- Engagement of appropriate stakeholder groups marketing campaign creation.
- Coordination with other information system sub-recipients on graphic design elements of the web-based system.
- Assuring that the regional retrofit brand is consistent with that of the *GO TO 2040* Plan, this Chicago Climate Action Plan, all relevant efforts by members of the retrofit steering committee.
- Assuring consistency in branding and messaging of all materials across the CR3 spectrum committee, and other relevant regional, state, and federal efforts.



**3. Development and Deployment of Outreach Strategies**

Based on the Communication Strategy, the selected firm will be responsible for the development and deployment of comprehensive outreach strategies. The outreach strategies should focus on public education and direct enrollment in retrofit programs for both residential and commercial building owners. Three sets of outreach strategies should be developed and deployed:

- Deployment of outreach strategies that increase residential retrofit uptake across the Metro Chicago Region and the city of Rockford. Outreach strategies should include larger promotional activities that promote the CR3 program. These might include direct marketing activities such as participation at community and other events, outreach through community groups, municipalities, educational institutions or other trusted messengers, presence at environmentally related events and conferences.
- Deployment of outreach strategies that focus on commercial retrofit uptake across the Metro Chicago Region and the city of Rockford through partnering with trade allies such as Chambers of Commerce and building trade groups. \*\*\*Trade ally identification and budgeting should be included within this proposal response.
- Deployment of deep- dive retrofit outreach strategies in six targeted communities: activities will include partnering with community-based organizations and/or trade ally’s as trusted messengers. Strategies will be based on ethnographic research and modeled after the existing Energy Action Network. Community selection and funding for community-based partners will happen through a separate solicitation process.
- Engagement of appropriate stakeholder groups in outreach deployment.

**Additional Scope of Services for all three work components**

CMAP and the implementation agency will work very closely with the selected firm(s) to formulate a clear implementation strategy and timeline for execution of all CR3 communications, marketing and outreach components. CMAP will also work with the selected firm(s) to clearly define the roles and expectations of all sub-recipients and vendors involved in the CR3 program.

Because this program is funded under the American Recovery & Reinvestment Act, additional monthly reporting and data collection will be required for all services including within this request for proposal. The selected firm(s) will be responsible for reporting and compliance with all federal regulations in accordance with the ARRA EECBG BetterBuildings program including but not limited to financial drawdown and expenditure information and other reporting metrics such as job creation/retention and as follows:

<b>Marketing and Outreach</b>	Initial marketing plan	
	Target audience contacted through outreach mechanisms	Number of target audience contacted
		% of total audience contacted
	Target audience participating in programs	Number of target audience that participated in program
		% of total audience participated in program
	Outreach mechanisms	Outreach delivery models
	Messaging	Message
		Messenger (who is delivering message)
		Market research results (e.g., focus groups, surveys)

The selected firm(s) will work closely with the implementation agency and CMAP CR3 Program manager(s) to develop key performance indicators (KPI's) to assure that all CR3 benchmarks and goals are met, CR3 funds are obligated within the program timeframe, and that corrective courses of actions are suggested as needed. The selected firm(s) will regularly consult with the implementation agency and CMAP as well as provide quarterly reports to assure the identified objectives are being met, and to continually communicate program progress to the Chicago Region Retrofit Steering Committee. As this program will be funded through an ARRA grant from the U.S. Department of Energy, the selected firm may also be called on to meet with representatives from the Federal government performing monitoring functions.

### **Selection Process Schedule**

On October 12<sup>th</sup> at 12:00 p.m. CST, a non-mandatory pre-proposal information session will be held in CMAP's offices, 233 South Wacker Drive (Willis Tower), Suite 800. Call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list by Friday October 8th. Driver's license or state ID required for entry into building tower. To join by webinar/conference call, e-mail [mmcgrath@cmmap.illinois.gov](mailto:mmcgrath@cmmap.illinois.gov) requesting RFP 054 webinar/conference call information on Friday, October 8th. Please note that the CMAP office will be closed on Monday, October 11th in observance of the Columbus Day holiday.

October 1:	Issue RFP
October 12:	Pre-proposal meeting
November 5:	Proposal deadline
November 16:	Interview finalists
December 8:	Estimated CMAP Board approval of contract

### **Evaluation and Award Process**

All proposals submitted in response to this RFP will be reviewed and analyzed for completeness and the expertise of the firm(s) in performing the scope of work requested. CMAP will accept proposals from firms that address some but not all of the project components. However, CMAP prefers to receive proposals in which all components are addressed, and firm that submit these types of proposals will receive preference in the selection process. CMAP reserves the right to award the project to multiple firms, if so desired.

The following criteria will be used in evaluating proposals:

#### **1. Organization Capacity**

Factors to be considered include:

- a. The overall capacity of firm(s) to meet proposed activities: communications, marketing and branding, and/or outreach.
- b. Previous experience in deploying programs of mutual scale and scope.
- c. The experience and reputation of the firm in completing similar projects on-time and within budget.
- d. Expertise in delivering innovative and effective messages to achieve market penetration within a diverse consumer base.
- e. Excellent reputation in the Chicago, Northern Illinois, and/or national arenas.

#### **2. Responsiveness to the Scope of Services in the Project Approach**

- a. Responsiveness and demonstration of a clear understanding of the proposal to the scope of services.

- b. A sound approach to program management and meeting all programs goals and objectives.
  - c. Clear strategy for undertaking activities that build upon lessons learned from similar programs and builds upon the knowledge base that already exists.
- 3. Proposed Management Structure (including any sub-contractors) & Timeline for Completion
  - a. Administrative and operational efficiency, requiring less CMAP and Implementation agency oversight and administration.
  - b. Assembly of a functional team structure (including subcontractors) that assures timely and complete delivery of services.
  - c. A high level timeline for program completion.
  - d. Demonstration that firm(s) has adequate staff in place to quickly launch program components including the delivery of baseline market research and communications strategy within 90 day of award.
  - e. Ability to meet CMAP and federal reporting guidelines.
- 4. The qualifications of personnel to be assigned to the project (including any sub-contractors)
  - a. Demonstration that the firm(s) has assembled a team that has superior expertise in the applicable work components described in the scope of services.
- 5. Proposal cost.
  - a. The proposed budget demonstrates a cost effective approach to each of the proposed work component scopes of services and required tasks (communication strategy development, marketing and branding, and direct outreach) as well as the budget elements of those costs (staff time, media costs, materials costs, printing, etc.).
- 6. The reputation of the firm based on references.

All timely responses received to this RFP will be reviewed and interviews may be conducted with selected submitters that the CMAP and the Chicago Retrofit Steering Committee determine can best meet the above requirements. Proposers who are deemed most responsive may be asked to answer questions from the review team.

Upon contract execution, the recommended firm will be required to submit a project plan to include a timeline that meets the May 18, 2013 grant completion deadline for final submission of deliverables including important benchmarks throughout the grant period.

## SECTION 3: Submittal Requirements

**Proposals must be received at CMAP on or before 3:00 p.m. November 5, 2010**

Proposals can be submitted for all three work components or only one or two work components. Submissions should specify the name of a project manager, and must include résumés for all prospective team members and/or subcontractors. CMAP reserves the right to enter into a contract with one firm for the full project or multiple firms, each focusing on a different work component of the project.

Submissions must clearly address each scope of work component proposed separately for 1.) market research, segmentation & communication strategy development, 2.) development and deployment of a comprehensive marketing and branding campaign, and/or 3.) development and deployment of outreach strategies as described in the scope of services. All proposals must include a breakdown of staff time and costs for each proposed component as found in the "Price Proposal Form", Attachment 1.

Submissions should include relevant materials produced for other clients. Including, where appropriate, descriptions of relevant campaigns and goals, challenges the agency overcame, and solutions that ultimately achieved the goals. Materials should demonstrate the firm's holistic approach to their services. Respondents are encouraged to send publications, videos, web links, and any other evidence of accomplishments.

Submissions need not be lengthy, but they must be complete in responding to the RFP's major themes and be submitted in the order presented:

- A. Executive Summary (no more than one page) Include a brief overview of the proposal including identification of each scope of service the proposal addresses and the primary applicant with any additional firms/subcontractors that are part of each applicable scope of services.
- B. Organizational Capacity:
  - Provide a description of organizational history and current status including services, projects, staff capacity, and a proven track record of success (include a description of the firm(s) as well as any proposed subcontractors/partner firms).
  - Provide a description of similar work that the firm, partners, and designated staff have completed in the past few years. Indicate goals that were set, if those goals were met, and lessons learned. Provide examples of how innovative solutions were applied to address complicated problems in past experiences.
  - A clear demonstration that the organization has the staff capacity and thorough understanding of the scope of services to quickly launch and deploy services all work components proposed

Submissions should include in an appendix, relevant materials that demonstrate the past experience to execute projects with related components and objectives. Materials should demonstrate the firm's holistic approach to their services. Respondents are encouraged to send publications, videos, web links, and any other evidence of accomplishments.

- C. Project Approach: The project approach narrative should describe the steps required to deliver the project scope of services for the component being proposed.
- The narrative should include details such as general program scope and approach.
  - Include examples of how the proposed activities might use innovative solutions to approach existing market barriers.
  - Approach to continuity and integration between program components (if applicable).
  - A process for engaging stakeholder groups.
  - A process for evaluation of efficacy.
- D. Proposed Management Structure & timeline for completion:
- Proposals should include an organizational chart for the scope of service including reporting structures for program administration (that includes key staff and any subcontracted firms).
  - Proposal should clearly delineate and include descriptions of roles and responsibilities for all key staff and any/all subcontractors involved in the proposed scope of service.
  - Proposals should clearly delineate the key roles and responsibilities of each firm.
  - Proposals should also include a high-level timeline for program deployment.

*Note: Firm(s) submitting for the outreach component in the scope of services should bring forth a team that includes energy retrofit trade ally partners that can effectively communicate outreach strategies to the commercial and industrial (C&I) building sectors (for example trade organizations or Chambers of Commerce). Firm(s) should include in this proposal response the funds needed to support the activities (within the budget) of these partnerships with C&I trade allies. On the other hand, community-based organizations that will assist in deploying the targeted community outreach strategies will be funded through a separate funding stream and should not be identified or budgeted for within this budget proposal.*

- E. Personnel Qualifications: Provide qualifications for the project manager(s), and staff to be assigned to the project (including any and all subcontractors), including relevant experience. The staffing should reflect the actual project leads, not simply the senior leadership of the firm. Resumes should be attached as an appendix.
- F. At least three references, including individual contact name, name of company and phone number, that CMAP may contact regarding the consultant's qualifications to undertake this project.
- G. A detailed price proposal demonstrating the cost-effectiveness: Submit the "Price Proposal Form", Attachment 1, including staff name, description of role, hours worked, hourly rate, and total labor costs as well as fixed expenses.
- H. The respondent shall also sign and submit the "Information to be Provided by Bidder", Attachment 2.

- I. A description of additional leverage or in-kind support. Resources may include cash or in-kind contributions of services, equipment, or supplies allocated to the proposed program. It might also include other program resources provided by governmental entities, public or private organizations, and other entities that can be leveraged for the purposes of the CR3 program.
- J. Letters of Commitment. Firms that plan on sub-contracting or relying on any other organization to do some of the work, provide services or equipment, or contribute leveraged resources (see I above), include a letter from that organization describing their planned participation and/or leverage commitment.

### **Submission of Proposals**

Three (3) paper copies of all proposals as well as one (1) electronic version in PDF format on CD ROM must be submitted no later than 3:00 p.m., November 5, 2010. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

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

Chicago Metropolitan Agency for Planning  
Attn: Grant/Contract Officer  
Response to RFP No. 054  
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@cmaphillinois.gov](mailto:mmcgrath@cmaphillinois.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, and Attachment 3 "Information to be Provided by Firm at Contract Execution" 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.

Materials submitted in connection with this RFP become the property of the Chicago Metropolitan Agency for Planning regardless of whether or not the proposing organization's proposal is selected.

## **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. Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
- c. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by 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.
- d. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
- e. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other 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 CMAP and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

- f. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
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. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
4. Reports and Methods of Payment.
  - a. Based on services performed, Contractor may submit invoices as frequently as once a month. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:  

[accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov)
  - b. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.
  - c. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized.
5. Audit and Access to Records.
  - a. The Contractor and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the Contractor and its subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:



- (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- b. The Contractor shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

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

6. Suspension. If the Contractor fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Contractor, suspend the Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations of funds pending corrective action by the Contractor. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Contractor in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof. CMAP may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget Circular A-87 in effect on the date first above written.

7. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the Contractor is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Contractor's default. If Termination by Default is effected by the Contractor, or if Termination for Convenience is effected by CMAP, the

equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Contractor for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Contractor relating to commitments which had become firm prior to termination.

- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
  - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
  - f. In the event the Contractor must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
8. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
  9. Equal Employment Opportunity. The Contractor will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The Contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The Contractor shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  10. Small and Minority Business Enterprise. In accordance with ARRA, Small, Minority and Women's Business Enterprise requirements apply. CMAP will provide opportunities for small and disadvantaged businesses to compete and participate as prime and subcontractors while ensuring that the agency procures supplies and services at fair market prices.
  11. Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
  12. Prohibited Interest.
    - a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who

exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.

- b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c. The Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

13. Federal Reporting Standards.

- a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

14. Assignment.

- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
- b. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become

due to the Contractor from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

15. Subcontracts.

- a. Any subcontractors or outside associates or consultants required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or consultants will be subject to the prior approval of CMAP.
- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

16. Conflict of Interest. In order to avoid any potential conflict or interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

17. Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

18. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

19. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

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

21. 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.

22. Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.
23. 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.

### **Federally Funded Agreements**

All of the requirements listed in **Federally Funded Agreement Certifications**, contained in Attachment 3, "Information to be Provided by Firm at Contract Execution", apply to the federally funded project. The selected firm will be required to sign the certifications and agree to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

## SECTION 6: Special Provisions

### INSURANCE

Any selected Contractor (includes subcontractors) must provide and maintain at Contractor's own expense during the term of and required period following this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

Insurance To Be Provided:

- a. Workers Compensation and Employers Liability. Workers Compensation Insurance, as prescribed by applicable Illinois law, covering all employees who are to provide Services under this Agreement and Employers Liability coverage.
- b. Commercial General Liability (Primary and Umbrella). Commercial General Liability Insurance or equivalent for bodily injury, personal injury and property damage liability with limits of not less than \$1,000,000 per occurrence. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). CMAP is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.
- c. Automobile Liability (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. CMAP is to be named as an additional insured on a primary, non-contributory basis.
- d. Professional Liability. When any professional consultants or employees perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.
- e. Valuable Papers. When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.
- f. Directors and Officers Liability. When applicable, Directors and Officers Liability Insurance must be maintained in connection with this Contract with limits of not less than \$1,000,000. Coverage must include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with and precede commencement of Services by CMAP under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

**Attachment 1: Price Proposal Form**

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposal (RFP) 054 for selection of a firm for the development and execution of the communication strategy of the *Chicago Region Retrofit Ramp-Up (CR3)* program dated October 1, 2010, the undersigned, as an individual(s) with the authority to bind the Proposer, understands and agrees to the specifications, terms, conditions and provisions of the RFP and prices proposed below unless otherwise modified by mutual agreement of the parties. It is also agreed that the proposal submitted in response to the RFP is valid for ninety (90) calendar days from the proposal due date.

Please enter pricing using the following matrix into the appropriate work component(s) for each of the work components proposed. Please provide additional specifics where possible. Attach additional sheets if necessary. For ease of entry, feel free to copy and paste the table into an Excel spreadsheet; insert lines as necessary. If price structure is variable by which of the firm's employees are assigned, please specify the employee billing level, the cost per hour for this level, and the total number hours to be billed at this level. Information for any subcontractors must be included as well.

**1.) Market Research, Segmentation and Communications Strategy Development:**

**Personnel**

Name	Position Title	Year 1			Year 2			Year 3			Project	Project
		Time	Pay Rate	Total	Time	Pay Rate	Total	Time	Pay Rate	Total	Total	Total
			(annual)	Budget		(annual)	Budget		(annual)	Budget	Hours	Dollars
Staff				-								
Staff												
Staff												
Fringe												
Overhead												
Total, Personnel												

**Other Costs**

The following chart details on the supplies need for this proposal.

Items	Year 1	Year 2	Year 3	TOTAL	Cost Basis
Total, Other costs					

**Sub-Contractual Firms-** if needed, the following table describes the program activities that will be contracted out to subcontractors.

Name	Position Title	Year 1			Year 2			Year 3			Project	Project
		Time	Pay Rate	Total	Time	Pay Rate	Total	Time	Pay Rate	Total	Total	Total
			(annual)	Budget		(annual)	Budget		(annual)	Budget	Hours	Dollars
Staff												
Staff												
Staff												
Fringe												
Overhead												
Total, Personnel												

Total Cost for all three years for Market Research, Segmentation and Communications Strategy Development: \_\_\_\_\_

**2.) Development and Deployment of Marketing and Branding Campaign:**

**Personnel**

Name	Position Title	Year 1			Year 2			Year 3			Project	Project
		Time	Pay Rate	Total	Time	Pay Rate	Total	Time	Pay Rate	Total	Total	Total
			(annual)	Budget		(annual)	Budget		(annual)	Budget	Hours	Dollars
Staff				-								
Staff												
Staff												
Fringe												
Overhead												
Total, Personnel												

**Other Costs**

The following chart details on the supplies need for this proposal.

Items	Year 1	Year 2	Year 3	TOTAL	Cost Basis
Total, Other costs					

**Sub-Contractual Firms-** if needed, the following table describes the program activities that will be contracted out to subcontractors.

Name	Position Title	Year 1			Year 2			Year 3			Project	Project
		Time	Pay Rate	Total	Time	Pay Rate	Total	Time	Pay Rate	Total	Total	Total
			(annual)	Budget		(annual)	Budget		(annual)	Budget	Hours	Dollars
Staff												
Staff												
Staff												
Fringe												
Overhead												
Total, Personnel												

Total Cost for all three years for Development and Deployment of Marketing and Branding Campaign \_\_\_\_\_



**3.) Development and Deployment of Outreach Strategies:**

**Personnel**

Name	Position Title	Year 1			Year 2			Year 3			Project	Project
		Time	Pay Rate	Total	Time	Pay Rate	Total	Time	Pay Rate	Total	Total	Total
			(annual)	Budget		(annual)	Budget		(annual)	Budget	Hours	Dollars
Staff				-								
Staff												
Staff												
Fringe												
Overhead												
Total, Personnel												

**Other Costs**

The following chart details on the supplies need for this proposal.

Items	Year 1	Year 2	Year 3	TOTAL	Cost Basis
Total, Other costs					

**Sub-Contractual Firms-** if needed, the following table describes the program activities that will be contracted out to subcontractors.

Name	Position Title	Year 1			Year 2			Year 3			Project	Project
		Time	Pay Rate	Total	Time	Pay Rate	Total	Time	Pay Rate	Total	Total	Total
			(annual)	Budget		(annual)	Budget		(annual)	Budget	Hours	Dollars
Staff												
Staff												
Staff												
Fringe												
Overhead												
Total, Personnel												

Total Cost for all three years for Development and Deployment of Outreach Strategies:

\_\_\_\_\_

**Budget Summary Table Total Costs for all three years for all work components as submitted:**

	Year One	Year Two	Year Three	Total
1.) Communications				
Personnel				
Other				
Sub contractual				
Totals:				
2.) Marketing				
Personnel				
Other				
Sub contractual				
Totals:				
3.) Outreach				
Personnel				
Other				
Sub contractual				
Totals:				
TOTALS:				

Acknowledgement of Receipt of Addenda if any:  
(If none received, write "NONE.")

Addendum Number Date Received

\_\_\_\_\_

\_\_\_\_\_

If awarded a contract, the undersigned hereby agrees to sign the contract and to furnish the necessary certificates if any.

Proposer's Authorized  
Signatory (Print):

\_\_\_\_\_

Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

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.

**Federally Funded Agreement Certifications  
Department of Energy – Chicago Region Retrofit Ramp-Up (CR3)**

- A. Standard Assurances.** The Undersigned assures that it will comply with all applicable federal statutes, regulations, executive orders, federal circulars, and other federal requirements in carrying out any project supported by federal funds. The Undersigned recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Undersigned agrees that the most recent federal requirements will apply to the project.
- B. Certification Regarding Lobbying.** The Undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The Undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. Additional Lobbying Representation.**

Undersigned which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986?  Yes  No

If you checked "Yes" above, check the appropriate block:

The Undersigned represents that after December 31, 1995 it  has  has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

- D. 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, the Undersigned assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, 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 Undersigned receives federal assistance awarded for this Program.

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 Undersigned retains ownership or possession of the project property, whichever is longer, the Undersigned 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 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 project services or benefits may be filed with U.S. DOE. Upon request by U.S. DOE, the Undersigned 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, 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. DOE may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d,.

- E. Control of Property.** Undersigned 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.

**F. 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.

**G. Debarment, Suspension, and other Responsibility Matters**

(1) The Undersigned certifies to the best of its knowledge and belief, that it 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) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them 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 antitrust 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 paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Undersigned is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**H. 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 CMAP within 30 days after completion of the audit, but no later than one year after the end of the Contractor's fiscal year.

**I. National Environmental Policy Act (NEPA) Requirements.** To the extent applicable, the Undersigned certifies it will comply with the NEPA requirements. Use of Federal funds is restricted if action would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. You are prohibited from implementing energy efficiency improvements and renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, disposal, or alteration activities until such time that you comply with the Waste Stream and Historic Preservation clauses.

**J. National Historic Preservation Act (NHPA).** To the extent applicable, the Undersigned certifies it will comply with the NHPA requirements. Prior to the expenditure of project funds to alter any historic structure or site, the Undersigned will ensure that it is compliant with Section 106 of the NHPA, consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places.

**K. The American Recovery and Reinvestment Act (ARRA) of 2009.** The Undersigned certifies it will comply with all terms and conditions in the ARRA relating generally to governance, accountability, transparency, data collection and resources as specified in ARRA.

1. Flow Down Requirement. The ARRA special terms and conditions must be included in any subaward.
2. Segregation of Costs. The obligations and expenditures related to funding under ARRA must be segregated.
3. Prohibition on Use of Funds. None of the funds provided under this agreement derived from ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
4. Protecting State and Local Government and Contractor Whistleblowers. ARRA Section 1553 states that an employee of any non-Federal employer receiving covered funds under the ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties to certain agencies, organizations or individuals information that the employee believes is evidence of specified actions.
5. False Claims Act. Recipient and subrecipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.
6. Reporting and Registration Requirements Under Section 1512 of the Recovery Act. Recipients and subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal numbering System (DUNS) Number (<http://www.dnb.cm>) is one of the requirements for registration in the Central Contractor Registration.
7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available through ARRA should be American-made.
8. Wage Requirements. ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.
9. Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients. To maximize the transparency and accountability of funds authorized under ARRA recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.
10. Davis-Bacon Act and Contract Workhours and Safety Standard Act. If applicable, Recipient must perform requirements of the Davis-Bacon Act.

**L. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).** As required by OMB, Undersigned 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 Energy, 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; and
  - Any other nondiscrimination statute(s) that may apply to the project.

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

**SIGNATURE**

As the duly authorized representative of the contractor, I hereby certify that the contractor will comply with the above certifications.

Name of Contractor: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE