



Chicago Metropolitan
Agency for Planning

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January 11, 2011

REQUEST FOR PROPOSALS (RFP) NO. 059

**DEVELOPMENT AND EXECUTION OF THE WORKFORCE INTERMEDIARY
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 the workforce intermediary for the *Chicago Region Retrofit Ramp-Up (CR3)* program as described in the enclosed Request for Proposals (RFP).

If your firm 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., February 8, 2011**.

A non-mandatory pre-bid information session will be held on Wednesday, January 19 at 3:00 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. 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 requesting RFP 059 webinar/conference call information. An email with the webinar/conference call information will be sent to all who have registered by noon on Friday, January 14, 2011.

Participation with the pre-bid discussion is non-mandatory, but is offered as a way to best understand the scope of work we are trying to accomplish 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 059

REQUEST FOR PROPOSAL (RFP) NO. 059

DEVELOPMENT AND EXECUTION OF THE WORKFORCE INTERMEDIARY 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 workforce intermediary 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: www.cmap.illinois.gov/energy.

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. CMAP developed and now leads the implementation of *GO TO 2040*, metropolitan Chicago's first comprehensive regional plan in more than 100 years. To address anticipated population growth of more than 2 million new residents, *GO TO 2040* establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See www.cmap.illinois.gov 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/dae.html> and <http://www.chicagoclimataction.org> for more information.

About the CR3 Steering Committee

The CR3 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, CMAP is contracting with a number of firms to deploy various components of the CR3 program (in addition to this RFP) for the CR3 Project in three areas: (1) Information System (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 has contracted with [CNT Energy](#) to serve as the implementation agency, and 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. CNT Energy 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 workforce intermediary within this request for proposal. The firm chosen to lead the activities in this RFP will be accountable to both CNT Energy 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 #3, access to a trained workforce, CR3 will provide seed funding for the launch of a **workforce intermediary** that functions as northeastern Illinois region's central entity that facilitates the effective assessment, preparation and placement of workers in jobs energy efficiency retrofit occupations. The intermediary will improve the ability of contractors to recruit, retain and develop a qualified pool of community residents for energy efficiency retrofit jobs and other jobs in the skilled trades in the construction industry, as well as support contractors to utilize retrofit finance and rebate programs. The total amount available for the workforce intermediary through this RFP is \$400,000. As further described below, the workforce intermediary should leverage additional resources to fulfill the scope of services of this RFP. It is intended the workforce intermediary will continue to function after the grant period; the workforce intermediary will be responsible for securing additional funding to do so.

While not exhaustive, the following list is indicative of the skills and knowledge required of the workforce intermediary.

- Familiarity and experience working with contractors that do energy efficiency retrofit work for different market segments (including residential, commercial / industrial and municipal).
- Familiarity with contractor hiring requirements.

- Strong relationships with contractors, training entities, community-based workforce agencies (those that help prepare people to get jobs), and relevant public agencies that pay for workforce training and other services in the energy-efficiency construction sector.
- Familiarity with private and public residential retrofit financing programs.
- Familiarity with existing training and/or workforce preparation programs targeted to the energy efficiency retrofit market including, but not limited to: local grants through the federal Pathways out of Poverty grant program; local grants under the federally funded Illinois State Energy Sector Partnership; the local Living Cities grant; Employment Opportunity Grant Program grantees; Urban Weatherization Initiative grantees, the Weatherization Assistance Program; Department of Energy training grants; and relevant community college programs.
- Capacity to fulfill contract reporting requirements and to work with other public reporting requirements for workforce programs.
- Ability to leverage other resources.

Statement of Purpose

Through this RFP the CR3 partners are seeking a firm to work with the implementation agency, CNT Energy team and their workforce lead on the implementation team, the [Chicago Jobs Council](#), to establish a new workforce intermediary for the energy efficiency sector. The result of the CR3 program will be a more robust energy efficiency retrofit market.

An efficient retrofit market is often impeded by limitations in the skills of the available workforce, as well as the lack of alignment amongst a variety of workforce preparation and training services. The CR3 workforce intermediary will address these limitations by: ensuring the workforce needs of employers in the industry are met; ensuring that local workers are prepared for the jobs that are created or changed as the retrofit market grows; and serving as a point of contact amongst employers, workers, and workforce preparation and training providers.

There are local and national examples of successful workforce intermediaries in a number of sectors including construction, health care, and manufacturing. The National Network of Sector Partners is one source of information on sector-based workforce initiatives: <http://www.insightcced.org/communities/nnspp.html>.

Successful workforce intermediaries: pursue a dual customer approach (meeting the needs of employers and job seekers); organize multiple partners and funding streams toward common workforce goals; provide and/or broker workforce services to individuals and employers that include, but can go beyond, job matching; and project a vision to guide its partnerships and activities. Workforce intermediaries can serve one or both of the following roles: an organizing and planning role, or a service provision and/or brokering role.

The workforce intermediary under the CR3 program will perform both functions by supporting the Chicago Jobs Council in an organizing and planning role; serving a brokering role; and adapting to a service provision role if needed over the course of the project. The overarching purpose of creating a workforce intermediary is to bring coherence to the region's network of training and workforce programs and services that are currently preparing people for energy efficiency retrofit jobs across the residential, commercial / industrial and municipal retrofit sectors in order to achieve an effective, highly qualified workforce supporting energy efficiency retrofits in both the public and private sectors.

An important element of the CR3 program will be the identification of qualified contractors and seeking their support to promote the CR3 goals and products. This work will be done through existing qualified contractor networks established by the Illinois Department of Commerce and Economic Opportunity, utility companies and existing energy efficiency practitioners, as well as through a web-based information system, with call center support, that allows interested building owners or managers to identify qualified contractors for different building sectors. The workforce intermediary will be expected to provide a contractor support function, working with CNT Energy and CMAP to ensure that contractors are knowledgeable and able to utilize the CR3 and other partner financing and incentive programs. The

intermediary will help to promote CR3 financing programs as part of contractor interaction with home and building owners.

The CR3 funding identified for this RFP, \$400,000, is intended as an initial investment to support an intermediary and it is expected that the selected workforce intermediary will leverage additional resources (cash and/or in-kind). Competitive applicants will be expected to leverage additional resources in order to adequately address the full scope of services within this RFP.

Additionally, applicants will need to prepare a plan for program sustainability after the contract period that includes a plan to secure additional funding overtime. Beyond the scope and timeframe of this contract, as the CR3 program expands into different market segments (residential, commercial/industrial, municipal), we expect that the scope of the workforce intermediary's activities will grow and change accordingly. In the proposed plan for program sustainability, the intermediary may have to incorporate new partners (contractors, trainers, community workforce organizations). However, the types of activities performed by the intermediary (detailed in the scope of services) will be the same.

The scope of services described in this request for proposal is broader than what many intermediaries traditionally do and will be heavily dependent on relationships with key stakeholders. Because one firm may not have all the expertise necessary or relationships in place to implement an effective workforce intermediary that can also develop a contractor services and outreach function, firms are encouraged to enter into partnerships with other firms or organizations with complementary expertise as needed to ensure that all qualifications are met... Proposals must address all components of the proposal.

Proposals that include the use of subcontractors must identify one lead firm and clearly identify, with an organizational chart, any and all subcontractors or partners. Proposing lead firms must clearly define the roles and responsibilities for the lead and any and all subcontractors. 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.

General Information

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected firms 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 contracts will be for a period ending on May 18, 2013.

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.

Geographic Service Area

Activities must take place throughout the seven-county (Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will) metropolitan Chicago region and the City of Rockford.

SECTION 2: Scope of Project and Procurement Details

The following Scope of Services covers all activities expected of the workforce intermediary, including the contractor services and outreach function. These services must be closely aligned in order for contractors to experience one “point of contact” related to CR3. These services will be integrated in one organization or through a strong partnership between or amongst organizations that have the relevant expertise.

Scope of Services:

The selected workforce intermediary will:

- Link qualified job-seekers to energy efficiency jobs with qualified contractors;
- Ensure that energy-efficiency training providers prepare potential workers to meet the skill needs of contractors;
- Inform providers that focus on workforce preparation services about how to prepare individuals for entry into training programs;
- Support the alignment of workforce preparation and training programs for energy efficiency jobs with the existing training system for the building trades;
- Support the implementation of quality training programs;
- Support and align the existing qualified contractor networks established by DCEO, the utilities, and existing energy efficiency practitioners; and
- Support the development and delivery of information for trainers, contractors, unions, community organizations and others through the CR3 information system.
- Provide contractor education and other services as needed to help contractors utilize retrofit finance and rebate programs.

The selected workforce intermediary will be responsible for integrating and overseeing multiple activities and tasks included in the CR3 program; these activities fall within the following categories:

1. Outreach and partnership development
2. Develop a workforce liaison function
3. Implement a workforce information and technical assistance function
4. Develop a contractor services and outreach function
5. Advance the overall CR3 project goals

Outreach and Partnership Development

The workforce intermediary will conduct outreach and partnership-building activities with a diverse set of workforce stakeholders. Only through effective collaboration across various stakeholder groups will the intermediary be able to meet the needs of the multiple parties in the energy efficiency retrofit sector.

Outreach and partnership-development activities include:

- Conducting outreach and developing partnerships with key partners in the region, including construction training providers, community and faith-based organizations, community colleges, unions, contractors, contractor associations, and public workforce system administrators, among others.
- Being knowledgeable about all relevant training providers, workforce preparation programs, contractors, unions, and other service providers.
- Being knowledgeable about the public workforce development system and the potential ways to leverage the resources of this system.

Develop Workforce Liaison Function

The workforce intermediary will function as a resource hub for contractors, unions, training providers, and community-based organizations that work in the energy efficiency retrofit sector. Initially the intermediary’s primary role will be to focus on the needs of the residential market and then will expand to the commercial / industrial and municipal markets as the CR3 project implementation rolls out. The selected workforce intermediary will develop the systems or strategies to:

- Work with contractors that are implementing retrofits using CR3 financial tools and other existing incentives and strategies, including inventorying their workforce needs (skill requirements, job openings, and barriers to finding qualified candidates).
- Assess the extent to which existing workforce training and preparation services in the region meet the needs of contractors.
- Be familiar with any existing workforce goals that may be required of contractors and help contractors fulfill these goals.
- Work with contractors, training providers and other workforce development providers to make sure that people are adequately assessed, prepared and placed into jobs.
- As needed, work with the CNT Energy team and its workforce development lead, the Chicago Jobs Council, to develop new components or strategies as the CR3 project implementation expands to the commercial/industrial and municipal markets.
- Inform the alignment of existing workforce preparation and training programs to maximize effectiveness of each program and best use of resources.

Implement Workforce Information and Technical Assistance Function

The selected workforce intermediary will determine how to most effectively structure and implement a centralized system that will:

- Help contractors find qualified candidates and meet any specific hiring goals that may be required under public financing.
- Inform training providers (public and private), community-based workforce organizations, and public workforce agencies of the minimum hiring requirements for jobs with contractors.
- Provide job opening information to the public, including to unions for their unemployed apprentices and members.
- Inform training providers (public and private), community-based workforce organizations, and public workforce agencies of the minimum requirements for apprenticeship programs.
- Troubleshoot and fill gaps as needed to meet the emerging needs of training providers (public and private), community-based workforce organizations, public workforce agencies, contractors, and unions.

Develop a Contractor Services & Outreach Function

The selected workforce intermediary will provide contractor services and outreach working with the CNT Energy team and CMAP to develop a function that will include:

- Gaining contractor input in CR3 financial tools development to assure that products are beneficial to, and easily utilized by contractors and designed to meet consumer needs;
- Conducting outreach and training for contractors on the purpose and scope of the CR3 initiative;
- Training for contractors on the financial products available for residential retrofits that are available through the CR3 project;
- Providing information and marketing materials to contractors;
- Interfacing with existing public and private entities to train contractors on non-CR3 financing mechanisms for residential retrofits (e.g. DCEO and utility incentives); and
- Providing information on workforce training and hiring incentives or requirements.

Advance the overall CR3 project goals

The selected workforce intermediary will work with the CNT Energy team and the workforce development lead, the Chicago Jobs Council, to:

- Provide input on the development of relevant CR3 marketing materials.
- Create and begin to implement a plan for sustainability beyond the time and scope of the CR3 project. It is our intention that the intermediary launched with this funding will continue to function beyond the life of this project.

Additional Scope of Services

The selected workforce intermediary will work closely with the CNT Implementation team workforce lead, the Chicago Jobs Council, to map out the work plan and time line and priorities to develop the workforce intermediary's systems or strategies. The selected workforce intermediary will work closely with CMAP and the CNT Energy team to develop key performance indicators (KPIs) 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 workforce intermediary 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 January 19th at 3:00 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. Driver's license or state ID required for entry into building tower. To join by webinar/conference call, e-mail mmcgrath@cmapp.illinois.gov requesting RFP 059 webinar/conference call information by Friday, January 14th at noon.

January 11:	Issue RFP
January 19:	Pre-proposal meeting
February 8:	Proposal deadline
February 15:	Interview finalists
March 9:	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 in performing the scope of work requested. CMAP will not accept proposals from firms that address some but not all of the project components.

The following criteria will be used in evaluating proposals:

1. Organization Capacity

Factors to be considered include:

- a. The overall capacity of the firm to be successful at proposed activities: Outreach and partnership development, develop liaison function, implement information and technical assistance function, develop a contractor services and outreach function, and advance the overall CR3 project goals.
- b. Previous experience in deploying programs of similar scale and scope.
- c. The experience and reputation of the firm in completing similar projects.
- d. Relationships with the public workforce system (including WIA and community colleges), community organizations, unions, contractors, other firms.
- e. Excellent reputation in the Chicago, Northern Illinois, and/or national arenas.

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

- a. Demonstrates a clear understanding of proposed scope of services.
- b. A sound approach to program management and meeting all program 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 Staffing Structure (including any sub-contractors) & Timeline for Completion

- a. Administrative and operational efficiency, requiring less CMAP and Implementation agency 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.
 - e. Ability to meet CMAP and federal reporting guidelines.
 - f. Demonstration that the firm(s) has assembled a team that has superior expertise in the applicable components described in the scope of services.
4. Proposal cost.
 - a. The proposed budget demonstrates a cost-effective approach to of each of the proposed scopes of services and required tasks as well as the components of those costs.
 5. Leverage and Proposed Plan for Sustainability
 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. February 8, 2010

Submissions must clearly address each scope of work component. 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 funding amount requested and leverage provided, and briefly discuss 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 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.
 - Provide a clear demonstration that the organization has the staff capacity and thorough understanding of the scope of services to quickly launch and deploy all work components proposed.

Submissions should include in an appendix with relevant materials that demonstrate past experience to execute projects with related components and objectives. 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.
 - The narrative should include details such as general program scope and approach.
 - A process for engaging stakeholder groups.
 - The plan for sustaining operations past the grant period.
 - A process for evaluation of efficacy.
- D. Proposed Staffing Structure & timeline for completion:
 - Proposals should include an organizational chart for the scope of services 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 also include a high-level timeline for program deployment.

- Provide qualifications for the project manager, 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.
- E. 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.
- 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 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.
- H. A description of the sustainability plan and identification of potential funding sources so that the intermediary can continue to function after the grant period and adapt as needed.
- I. 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 G above), include a letter from that organization describing their planned participation and/or leverage commitment.
- J. The respondent shall also sign and submit the “Certificate Regarding Workers’ Compensation Insurance”, Attachment 2, and the “Information to be Provided by Bidder”, Attachment 3.

Submission of Proposals

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., February 8, 2011. 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. 059
 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@cmap.illinois.gov.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

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

6 hereto, and Attachment 4 "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
 - 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 connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
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 4, "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

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

Attachment 1: Price Proposal Form

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposal (RFP) 059 for selection of a firm for the development and execution of the workforce intermediary of the *Chicago Region Retrofit Ramp-Up (CR3)* program dated January 8, 2011, 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 into the follow matrix. 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.

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

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

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			

Total Cost: _____

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

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: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

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

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

Bidder/Contactor _____

Signature _____

Name and Title _____

Date _____

Attachment 3: Information to be provided by Bidder

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

Firm Name: _____ Contact Person: _____

Business Address:

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

Years of Experience: _____

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

Organized under the laws of state of: _____

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

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