



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

January 11, 2016

REQUEST FOR PROPOSALS (RFP) No. 149 SOCIOECONOMIC FORECAST: SUBREGIONAL ALLOCATION SOLUTION

The Chicago Metropolitan Agency for Planning (CMAP) is seeking a socioeconomic and demographic sub-regional allocation solution described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information session on Tuesday January 19, 2016 at 2:00 p.m. (local time). Consultants 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 the building. To join by webinar/conference call, email Procurements@cmap.illinois.gov requesting webinar/conference call information. An e-mail with the webinar/conference call information will be sent to all who have registered by noon on January 18, 2016.

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

If your team is qualified and experienced in performing the described services, CMAP would appreciate receiving your proposal as indicated in the RFP. The deadline for submissions in response to the RFP is **3:00 p.m. on Wednesday February 3, 2016**.

Thank you, and if you have any questions, please call me at (312) 386-8756.

Sincerely,

Penny DuBernat
Procurement Officer

Enclosure

REQUEST FOR PROPOSALS (RFP) No. 149
SOCIOECONOMIC FORECAST: SUBREGIONAL ALLOCATION SOLUTION

The Chicago Metropolitan Agency for Planning (CMAP) invites consultants to submit proposals to provide a socioeconomic forecast subregional allocation solution, as described in this scope of work. Please read each section carefully for information regarding the proposal and submittal instructions.

SECTION 1: Background and General Information

About CMAP

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 comprehensive regional plan. 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.

Project Background

CMAP is in the early stages of developing its next long-range plan, scheduled for adoption in the fall of 2018. An essential component of any long-range plan is a realistic and defensible forecast of population and employment to a prescribed planning horizon. The region's next comprehensive regional plan will build on the strong foundation of GO TO 2040, providing increased specificity for GO TO 2040's recommendations and emphasizing topics that align with CMAP's transportation and land use roles.

General Information

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected contractors it determines can best meet the requirements outlined below. Negotiations will be held on both the scope and the cost to select the contractor that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to "Reservation of Rights" below, it is anticipated that a contract will be awarded for the work described. The contract awarded will be for a period ending October 31, 2018.

SECTION 2: Scope of Project and Procurement Details

Project Description

The Chicago Metropolitan Agency for Planning (CMAP) was created in 2005 by the merger of the Chicago Area Transportation Study (CATS) and the Northeastern Illinois Planning Commission (NIPC). CMAP is the Metropolitan Planning Organization (MPO) for northeast Illinois, serving seven counties with a total population of 8,525,708 people (2014 Census estimate) and 284 municipalities. In 2010, CMAP adopted the GO TO 2040 regional comprehensive plan (an update to the plan was adopted in 2014). The plan covers topics addressing Livable Communities, Human Capital, Efficient Governance and Regional Mobility, and is implemented not only through the traditional MPO mechanisms (TIP, CMAQ), but also through a strong [Local Technical Assistance](#) program and ongoing policy development work.

CMAP is in the process of developing the successor to GO TO 2040, scheduled for adoption in 2018. The new plan necessitates a new socioeconomic forecast with an updated horizon year of 2050, for the CMAP region including the seven counties of: Cook, DuPage, Kane, Kendall, Lake (IL), McHenry and Will.

The forecast will consist of two major components: a regional forecast of total population and employment (with associated demographic and economic elements) at five-year intervals to the year 2050; and a local allocation of the regional forecast totals to two geographic levels: one conforming to CMAP's travel demand model zonal scheme ("subzones") for transportation modeling activities, and the other at the municipal level suitable for local planning activities.

CMAP has contracted for the first component, the regional forecast to establish control totals, under [RFP 141: Chicago Region Socioeconomic Forecast](#), scheduled for completion by early July, 2016. This RFP is for the second component, the local allocation of the regional forecast, which will provide a solution capable of carrying out the disaggregation of the regional forecast totals to the local level. The product of this RFP will consist of a solution that will allocate the regional forecast totals into subzones as well as municipalities. By “solution”, CMAP means a methodology and process that CMAP will use to perform the local allocation. The consultant is not asked to create the final local allocation; the consultant’s role is to provide CMAP with the necessary tools and knowledge so that CMAP can perform the local allocation.

At CMAP, the local distribution of forecasted growth is an articulation of the comprehensive plan’s policies and goals. The plan outlines broad priorities for where growth occurs (i.e. infill or adjacent to existing areas), emphasizes the benefits of and need to invest in areas with access to transportation infrastructure, and points to a set of policy options (i.e. brownfield remediation or increased density near transit) that support plan goals. In addition, market factors will clearly affect where and how development occurs through 2050. The local area solution should incorporate methods that provide a market-feasible interpretation of the plan’s policies and goals.

For GO TO 2040, CMAP started with a trend-based reference scenario, then developed a localized “access product” measure (a combination of land value and accessibility) to evaluate various policy-based scenarios prior to selecting a preferred scenario. In other words, various policies would change either land values or transportation accessibility, which would then affect the likelihood of households and employment locating in a certain area. The 2014 Plan Update included a revision to the 2040 forecast which incorporated corrected base-year data and re-allocated growth activity based on updated land use information. More information on the GO TO 2040 and Plan Update forecasts can be found at: <http://www.cmap.illinois.gov/data/demographics/population-forecast>.

For the next plan CMAP wishes to engage a consultant for a solution that will aid CMAP in allocating the regional forecasted population and employment activity to both the subzone and the municipal level at five-year intervals to the plan horizon year of 2050. The solution should be capable of allocating growth in a manner consistent with the recommendations of GO TO 2040 while allowing for parameter modification to reflect potential new plan priorities. It should also be capable of incorporating local knowledge and should allow easy customization or modification.

CMAP requires a solution that can be developed within the timeline specified in this RFP. CMAP anticipates that the local allocation solution will be implemented using existing agency software or through freely-available open-source software. CMAP uses Microsoft Windows 7 and server 2012 as the primary OS platforms. CMAP also holds licenses for SAS, ArcGIS, TREDIS and Emme. If the proposed solution is a custom application, the proposed solution must be able to withstand Operating System (OS) updates (patches) without any major outages and is expected to be compatible with all major anti-virus software and withstand anti-virus updates without any major outages. Depending upon the final configuration, CMAP will own all code developed during this project. All development work will be maintained in a private Github code repository owned by CMAP. Developers will follow best practices in developing secure code.

CMAP is not expecting that this RFP will result in a fully-functioning land use model. While development of such a model is a long-term interest of CMAP’s, the immediate need, as stated in this RFP, is for a simpler and faster solution that can be achieved within the stated timeline. However, CMAP has no objection if such a solution can form the basis for the development of a full land use model in the future.

Solutions requiring the purchase of proprietary software should include the cost of the purchase as well as recurring licensing or other fees for the continual use of the software by CMAP as a separate line item in the cost proposal, and include a justification for reliance on the software. CMAP reserves the right to purchase the proposed software licenses outside of this contract. Any other relevant information concerning CMAP’s ability to use the proposed software beyond the period described in this RFP should also be provided in the proposal. The consultant is expected only to provide the solution; CMAP staff will

use the solution to produce the local allocations to the subzone and the municipal levels by implementing the solution.

Plan adoption is scheduled for October of 2018. All functional tasks described below along with staff training is to be completed by December 31, 2016. CMAP staff will begin utilizing the solution to produce subzone and municipal allocations in preparation for air quality conformity analysis and final draft plan publication in March 2018. Deadlines for individual tasks are not provided; proposals should include anticipated time necessary for each task in light of the aforementioned deadlines.

To aid in proposal evaluation, CMAP requests that price proposals break out the estimated cost of the municipal allocation portion of the proposed solution as a separate line item.

Scope of Services

Proposals must address all tasks outlined below.

Task 1: Subzone and Municipal Allocation Solution Design

The consultant will work closely with CMAP staff to establish the solution methodology to be employed for allocating population and employment forecast (control totals) at five-year intervals from a base year of 2010 to a horizon year of 2050.

Local allocation procedures are expected to use as a starting point the strategies identified in the GO TO 2040 [Preferred Regional Scenario](#). *Appendix A: GO TO 2040 Preferred Scenario Modeled Forecast Assumptions* provides background for how the preferred scenario informed the 2040 forecast; the consultant is not expected to replicate this approach, but any proposed solution should account for the interaction of land use, transportation infrastructure, socioeconomic change, and existing development patterns while accounting for GO TO 2040 planning strategies. The solution should be flexible enough to: a) allow for modification of input parameters so that staff may evaluate the effects of new or updated strategies being developed for the next plan, and b) allow staff to manually correct or update variables at the municipal level for any interval year to incorporate planning assumptions not reflected in that year's results.

The consultant should propose an approach that allocates the regional forecast variables to the subzone and municipal level, or note where time, budget, or data limitations would produce a lower level of specificity. Regional control variables to be reported in the Chicago Region Socioeconomic Forecast will include:

- Employment by NAICS-2 category
- Households:
 - By number of persons
 - By age of householder
 - By number of workers
 - By sex by prescribed age ranges
 - By income quantiles

For both subzones and municipalities, CMAP requires disaggregation of regional control totals by a number of household and employment variables; see *Appendix B: Required Output Variables* for a complete list. Control totals (at five-year intervals to the year 2050) will be available by early July 2016. If needed, proxy forecast totals can be made available prior to the availability of the regional control totals. Note: while the Chicago Region Socioeconomic Forecast will cover an expanded 21-county area, the tasks outlined in this RFP are concerned solely with the seven counties in the CMAP region: Cook, DuPage, Kane, Kendall, Lake, McHenry and Will.

Subzones within the CMAP region are for the most part coincident with PLSS quarter-sections; there are a total of 16,443 subzones within the seven-county region. Subzone-level base-year (2010) variables are already in place. In addition to the subzone allocation, CMAP requires a municipal allocation solution, using current municipal boundaries. The ability of CMAP to report socioeconomic totals at other units of

geography (townships, service planning areas, etc.) would be of benefit to the agency and its regional partners, but not a requirement of this RFP.

CMAP maintains a number of datasets that can serve as inputs to the local allocation solution, including land use, employment, and development monitoring data (see *Appendix C: CMAP Datasets Available for Consultant Use*). Numerous public and proprietary datasets may be made available as well. Proposals that anticipate the purchase of additional datasets by CMAP should include the expected cost as a separate line item in the price proposal and provide a justification for the data purchase. Proposals that recommend the development of new datasets within CMAP must include an estimate of the amount of time and effort necessary to create such datasets.

Task 1 Deliverable:

- Report detailing framework for the local allocation solution including:
 - Conceptual design and work flow
 - List of required data inputs, including a cost/effort accounting of all datasets currently not available to CMAP
 - List of anticipated outputs for subzones and municipalities

Task 2: Local Allocation Solution: Working Prototype and CMAP Staff Training

In consultation with CMAP staff, the consultant will develop a beta version of the local allocation solution based on the Task 1 Deliverable Report. This version should be capable of producing reasonable results reflecting GO TO 2040 preferred scenario policies at five-year increments from the base year to the horizon year of 2050. By this point, all data acquisition efforts should be complete. During this time period the consultant will be expected to conduct CMAP staff training and to hold up to two day-long sessions at CMAP to introduce, demonstrate and discuss the solution with stakeholders and members of CMAP's Working Committees.

Task 2 Deliverables:

- Beta version of solution for CMAP testing and comment
- Draft User Guide (written instructions plus in-house, full-day training session at CMAP)
- Up to two day-long workshops at CMAP offices to allow for discussion with CMAP committee members and local partners

Task 3: Local Allocation Solution Second Draft

Improvements, refinements, and calibration of prototype solution based on Agency feedback. This product must have the ability to generate refined results at five-year intervals to 2050 for the GO TO 2040 preferred scenario as well as allowing modification of input parameters to measure the effects of new or modified strategies on the distribution of forecasted growth.

Task 3 Deliverables:

- Draft of Local Allocation Solution

Task 4: Local Allocation Solution Finalization, Acceptance and Documentation

Completion of all outstanding issues; delivery of fully-functional solution capable of generating meaningful output at both the municipal and subzone level. Delivery of all summary and technical documentation. Consultant will be asked to hold one final workshop with CMAP Working Committee members and other stakeholders during this period.

Task 4 Deliverables:

- Final version of solution
- Final User Guide (technical manual)
- Final report including an overview of solution design, data inputs, work flow, scenario assumptions and interpretation
- One day of workshops with CMAP committee members

Selection Process and Schedule

Bidders should consider the following schedule as a requirement for selection. Please do not bid if you envision difficulty in meeting this schedule.

January 11, 2016	Release RFP
January 19, 2016	Non-mandatory pre-bid information session
February 3, 2016	Proposals due
February 19 & 22, 2016	Interview finalists (at CMAP offices or via telephone) – please note that these dates are firm
March 9, 2016	Recommendation to CMAP Board for consultant selection

Evaluation and Award Process

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

1. Demonstrated experience, of both firm and personnel assigned to this project, in the fields of: econometric modeling and forecasting, demography, population projection methods and land-use modeling.
2. Consistency with and demonstrated understanding of the strategies in the GO TO 2040 preferred scenario.
3. Responsiveness of the proposal to the scope of work, as demonstrated through a clearly defined methodology, process, and timeline.
4. Quality and relevance of examples.
5. References.
6. Cost to CMAP, including consideration of all project costs and per-hour rates.

SECTION 3: Submittal Requirements

Proposals must be received at CMAP on or before 3:00 p.m. Wednesday February 3, 2016

Submissions should be submitted in the order presented:

- A. Identify the team that will be involved in this project. Clearly identify the project manager, and any team members. Each individual with significant time on the project should be identified and their role defined. A description of the qualifications and work experience of these team members should also be provided.
- B. Provide a narrative proposal of the approach and techniques the applicant will use to complete the entire scope of services. Firms should clearly describe their proposed methodology, process, and timeline and identify how it meets the requirements of this RFP. The proposal must include an enumeration of required CMAP resources, including hardware and software requirements as well as staff expertise in specific disciplines (e.g. programming, statistics) necessary for successful solution implementation.
- C. Provide documentation of the applicant's experience in disaggregating socioeconomic projections to small geographies. Provide up to three examples of similar work that the consultant has completed. Work may be submitted via a link, as files on electronic media, or as a hard copy. Only one copy of hard copy documents is required.
- D. Provide at least three references, including individual contact name, name of company and phone number, that CMAP staff may contact regarding the consultant's qualifications to undertake this project.

- E. Complete the "Price Proposal Form," Attachment 1, with all proposed pricing for this project. Specify hourly rate and titles for relevant staff and any other expenses in the estimation of cost.
- F. Sign and submit the "Certificate Regarding Workers' Compensation Insurance," Attachment 2, the "Information to be provided by Bidder," Attachment 3, and "Certification for Contracts, Grants, Loans, and Cooperative Agreements," Attachment 4.

Submission of Proposals

Three (3) paper copies of all proposals as well as one (1) electronic version in PDF format on CD ROM, or some other digital format, must be submitted no later than 3:00 p.m., February 3, 2016. 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: Procurement Officer
Response to RFP No. 149
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 Penny DuBernat, (312) 386-8756 or Email: pdubernat@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, which will apply to the contract.

Reservation of Rights

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

- 1) Withdraw this RFP at any time without prior notice.
- 2) Accept or reject any and all submissions, or any item or part thereof
- 3) Postpone qualifications due date.
- 4) Not award a contract to any submitter responding to this RFP.
- 5) Award a contract without negotiations or discussions.

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

SECTION 5: General Provisions

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation. Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1) Complete Agreement.

- a) This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b) Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
- c) CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by 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) Compliance/Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
- 4) Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. CONTRACTOR will be notified in writing of the failure of appropriation or of a reduction or decrease.
- 5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
- 6) Method of Payment.

Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:

 - 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@cmapp.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. All invoices for services performed and expenses incurred by CONTRACTOR for the services of this Agreement must be presented to CMAP no later than fifteen (15) days after the end of this Agreement. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized.

- 7) Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
- 8) 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:
 - i) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - ii) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
 - 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:
 - i) 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.
 - ii) 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.

9) Cost Category Transfer Request.

Notification to CMAP is required for transfers among appropriated cost categories which exceed 15% of the line item. No transfer of funds can exceed the total Agreement. The CONTRACTOR must submit a written report (form provided by CMAP) to CMAP detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

- 10) Procurement Procedures. All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The CONTRACTOR shall also meet the following minimum procedural requirements.
- a. Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of the CONTRACTOR concerning any of the obligations covered by this Agreement is prohibited without prior written consent of CMAP.
 - b. Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$3,000 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403 (11), (currently set at \$100,000), the CONTRACTOR shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$100,000 will require the CONTRACTOR to use the Invitation for Bid process

or the Request for Proposal process. In the absence of formal codified procedures of the CONTRACTOR, the procedures of CMAP will be used, provided that the procurement procedures conform to the provisions in Part 3 (K) below. The CONTRACTOR may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) CMAP authorizes such a procedure; or (3) after solicitation of a number of sources, competition is determined inadequate.

- c. Records. The CONTRACTOR shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d. No CONTRACTOR employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

11) Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.

12) Suspension. If the Contractor fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Contractor, suspend the Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations of funds pending corrective action by the Contractor. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Contractor in writing that the Agreement has been terminated by reason of default in accordance with paragraph 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 2 CFR 200 in effect on the date first above written.

13) Termination.

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

- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
 - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - f. In the event the Contractor must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
- 14) 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.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.

19) Patents and Copyright Responsibility.

- a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- b) 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.

20) 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.

21) Subcontracts.

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

- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
 - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.
- 22) 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.
- 23) Ownership of Documents/Title of Work. All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the Contractor.
- 24) Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Contractor. CMAP shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- a) CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the Contractor.
- 25) 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.
- 26) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the CONTRACTOR pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the CONTRACTOR from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP.
- 27) Reporting/Consultation. The CONTRACTOR shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 28) 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>)."

- 29) 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.
- 30) 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.
- 31) 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.
- 32) 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.
- 33) 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.
- 34) Equal Employment Opportunities -- Affirmative Action Sexual Harassment. Contractor must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 35) International Boycott. Contractor certifies that neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 36) Forced Labor. Contractor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

Federally Funded Agreements

- A. **Standard Assurances** The CONTRACTOR assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The CONTRACTOR

recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The CONTRACTOR agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, or other Federal laws.

B. Certification Regarding Lobbying

1. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," specifically 49 CFR 20.110:
 - a. The lobbying restrictions of this Certification apply to CONTRACTOR/Grantee/Vendor requests:
 - (1) For \$100,000 or more in Federal funding for a Grant or Cooperative Agreement, and
 - (2) For \$150,000 or more in Federal funding for a Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 - b. This Certification applies to the lobbying activities of:
 - (1) CONTRACTOR/Grantee,
 - (2) Its Principals, and
 - (3) Its Subrecipients at the first tier,
 2. CONTRACTOR's/Grantee's/Vendor's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:
 - a. No Federal appropriated funds have been or will be paid by your Applicant or on its behalf to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
 - b. CONTRACTOR/Grantee/Vendor will submit a complete OMB Standard Form LLL (Rev. 7-97), "Disclosure of Lobbying Activities," consistent with its instructions, if any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence:
 - (1) An officer or employee of any Federal agency regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, or
 - (2) A Member of Congress, an employee of a member of Congress, or an officer or employee of Congress regarding the award of a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
 - a. It will include the language of this Certification in the award documents for all subawards at all tiers, including, but not limited to:
 - (1) Third party contracts,
 - (2) Subcontracts,
 - (3) Subagreements, and
 - (4) Other third party agreements under a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance,
3. CONTRACTOR/Grantee/Vendor understands that:
 - a. This Certification is a material representation of fact that the Federal Government relies on, and

- b. It must submit this Certification before the Federal Government may award funding for a transaction covered by 31 U.S.C. 1352, including a:
 - (a) Federal Grant or Cooperative Agreement, or
 - (b) Federal Loan, Line of Credit, Loan Guarantee, or Loan Insurance, and
 4. CONTRACTOR/Grantee/Vendor also understands that any person who does not file a required Certification will incur a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the CONTRACTOR assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1B, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the CONTRACTOR receives federal assistance.

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

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

D. Control of Property The CONTRACTOR certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, Subpart D, Property Standards.

E. Cost Principles The CONTRACTOR certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E, and Appendix VII to Part 200.

F. Debarment The CONTRACTOR shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The CONTRACTOR certifies that to the best of its knowledge and belief, the CONTRACTOR and the CONTRACTOR'S principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

The CONTRACTOR agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the DEPARTMENT. The CONTRACTOR agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the DEPARTMENT, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The CONTRACTOR may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the CONTRACTOR knows the certification is erroneous. The CONTRACTOR may decide the method and frequency by which it determines the eligibility of its principals. The CONTRACTOR may, but is not required to, check the Non-procurement List. If the CONTRACTOR knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the DEPARTMENT may terminate this Agreement for cause or default.

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

G. Audit Requirements The CONTRACTOR certifies that it will comply with the requirements of 2 CFR Part 200, Subpart F, which sets forth standards for obtaining consistency and uniformity

for the audit of non-Federal entities expending Federal awards. In particular, Section 200.501 requires the following:

a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted except when it elects to have a program-specific audit.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Except for the provisions for biennial audits provided in paragraphs (a) and (b), audits required by this part must be performed annually. Any biennial audit must cover both years within the biennial period.

(a) A state, local government, or Indian tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo its audits pursuant to this part biennially. This requirement must still be in effect for the biennial period.

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its audits pursuant to this part biennially.

(f) The audit must be completed; the data collection form described in Appendix X to Part 200 and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

(g) *Reporting package.* The reporting package must include the following:

(1) Financial statements and schedule of expenditures of Federal awards discussed in §200.510 Financial statements, paragraphs (a) and (b), respectively;

(2) Summary schedule of prior audit findings discussed in §200.511 Audit findings follow-up, paragraph (b);

(3) Auditor's report(s) discussed in §200.515 Audit reporting; and

(4) Corrective action plan discussed in §200.511 Audit findings follow-up, paragraph (c).

- H. Drug Free Workplace** The CONTRACTOR certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.
- I. Disadvantaged Business Enterprise Assurance** In accordance with 49 CFR 26.13(a), as amended, the CONTRACTOR assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The CONTRACTOR assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The CONTRACTOR'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the CONTRACTOR, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the DEPARTMENT to the CONTRACTOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- J. Assurance of Nondiscrimination on the Basis of Disability** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the CONTRACTOR assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The CONTRACTOR assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.
- K. Procurement Compliance Certification** The CONTRACTOR certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The CONTRACTOR certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.
- L. Intelligent Transportation Systems Program** As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), the CONTRACTOR assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the CONTRACTOR assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

M. Davis-Bacon Act To the extent applicable, the CONTRACTOR will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the CONTRACTOR certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - 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, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.
- The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;
 - Protection of wetlands pursuant to Executive Order 11990;
 - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - CONTRACTOR/Grantee/Vendor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as "Section 4f");
 - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system; and
 - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, CONTRACTOR/Grantee/Vendor:
 - (1) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,

- (2) has the necessary legal authority under State and local laws and regulations to comply with:
 - (a) The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and
 - (b) U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, specifically 49 CFR 24.4, and

- (3) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - (a) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - (b) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1. Displaced families or individuals, and
 - 2. Displaced corporations, associations, or partnerships,
 - (c) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1. Displaced families and individuals, and
 - 2. Displaced corporations, associations, or partnerships,
 - (d) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - (e) CONTRACTOR/Grantee/Vendor will:
 - 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - (f) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - (g) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
 - (h) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
 - (i) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - (j) will incorporate these assurances by reference into and make them a part of any third party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and

(k) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;

(1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,

- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
- CONTRACTOR/Grantee/Vendor will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
 - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.

O. Energy Conservation To the extent applicable, the CONTRACTOR and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

P. Clean Water For all contracts and subcontracts exceeding \$100,000, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

Q. Clean Air For all contracts and subcontracts exceeding \$100,000, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

- R. Eligibility For Employment In The United States** The CONTRACTOR shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the CONTRACTOR to verify that persons employed by the CONTRACTOR are eligible to work in the United States.
- S. Buy America** As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- T. False Or Fraudulent Statements Or Claims** The CONTRACTOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT in connection with this Agreement, the DEPARTMENT reserves the right to impose on the CONTRACTOR the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the DEPARTMENT may deem appropriate. CONTRACTOR agrees to include this clause in all state and federal assisted contracts and subcontracts.
- U. Changed Conditions Affecting Performance** The CONTRACTOR shall immediately notify the DEPARTMENT of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.
- V. Third Party Disputes Or Breaches** The CONTRACTOR agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and the DEPARTMENT reserve the right to concur in any compromise or settlement of any third party contract claim involving the CONTRACTOR. The CONTRACTOR will notify FTA or U.S. DOT and the DEPARTMENT of any current or prospective major dispute pertaining to a third party contract. If the CONTRACTOR seeks to name the DEPARTMENT as a party to the litigation, the CONTRACTOR agrees to inform both FTA or U.S. DOT and the DEPARTMENT before doing so. The DEPARTMENT retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the DEPARTMENT, the CONTRACTOR will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or the DEPARTMENT's immunity to suit.
- W. Fly America** CONTRACTOR will comply with 49 U.S.C. §40118, 49 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.
- X. Non-Waiver** The CONTRACTOR agrees that in no event shall any action or inaction on behalf of or by the DEPARTMENT, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach by the CONTRACTOR of any terms of this Agreement or any default on the part of the CONTRACTOR which may then exist; and any action, including the making of a payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- Y. Preference for Recycled Products** To the extent applicable, the CONTRACTOR agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement

Guidelines for Products Containing Recovered Materials,” 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Z. Cargo Preference Use of United States Flag Vessels. The CONTRACTOR agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

AA. Performance measurement The CONTRACTOR must relate financial data of this AGREEMENT to its performance accomplishments. Further, the CONTRACTOR must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.

BB. Project closeout Pursuant to CFR Part 200.343 thru 200.345, the CONTRACTOR must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT’s end date. Further, the CONTRACTOR agrees that the project should then be closed no later than 360 days after receipt and acceptance by the DEPARTMENT of all required final reports.

CC. CONTRACTOR is required to register with the System for Award Management (SAM), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government’s trading partners in support of the contract award, grants and the electronic payment processes. If the CONTRACTOR does not have a DUNS number, the CONTRACTOR must register at <https://sam.gov>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>

All of the requirements listed in Part 3, paragraphs A through CC apply to the federally funded project. The CONTRACTOR agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

SECTION 6: Special Provisions

- 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.

- 2) FTA Certification Regarding Lobbying. The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements To be submitted with each bid or offer exceeding \$100,000. The Submitter shall attest to understanding and complying with the FTA Certification Regarding Lobbying (49 CRF PART 20) requirement and submit a completed "Certification for Contracts, Grants, Loans, and Cooperative Agreements" Attachment 4 to the RFP for any proposals which may or will exceed \$100,000.

Attachment 1: Price Proposal Form

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposal (RFP) 149 Socioeconomic Forecast: Subregional Allocation Solution, dated January 11, 2016, 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 matrixes. Costs for hourly rates **must be completed in full**. 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.

Subzonal Allocation Costs:

Hourly Rates for Overall Scope of Services (if subcontractors will be used, please include costs for those firms also)

Category:	Job Title	Cost per hour	Number of Hours
Project Management			
Staff (name)			
Staff (name)			
Staff (name)			

Please Include anticipated travel costs: _____

Software Licensing Fees: _____

Service Fees: _____ **Term: Monthly Annually (circle one)**

Annual Maintenance Fees: _____

Please justify and describe any additional datasets required and costs Associated:

Please include additional anticipated costs that may be associated with this project below:

Total Project Cost for subzonal Allocation: _____

Municipal Allocation Costs:

Hourly Rates for Overall Scope of Services (if subcontractors will be used, please include costs for those firms also)

Category: Project Management	Job Title	Cost per hour	Number of Hours
Staff (name)			
Staff (name)			
Staff (name)			

Please Include anticipated travel costs: _____

Software Licensing Fees: _____

Service Fees: _____ **Term: Monthly Annually (circle one)**

Annual Maintenance Fees: _____

Please justify and describe any additional datasets required and costs Associated:

Please include additional anticipated costs that may be associated with this project below:

Total Project Cost for Municipal Allocation: _____

Total Project Cost (both Subzonal and Municipal Allocation): _____

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: 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: _____

DUNS No. _____

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 in 49 CFR 23). **If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.**

**Attachment 4: Information to be Provided by Bidder for Contracts
that may or will exceed \$100,000**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized
Official: _____

Appendix A: GO TO 2040 Preferred Scenario Modeled Forecast Assumptions

From: [CMAP Forecast Principles for Data Users and Forecast Developers](#), April 2011

The GO TO 2040 preferred scenario forecasts were developed by mathematically estimating the effects of selected transportation and land development strategies using the “access product” method outlined in the report: [Socioeconomic Inventory Validation and Forecasting Method](#). During early GO TO 2040 strategy analysis, a unique access product equation was developed and applied to the initial reference activity distribution; defined as the sum of households and jobs in each subzone. The set of planning strategies found plausible, reasonable and achievable mirrors the set of access product equations that resulted in the GO TO 2040 preferred scenario forecast. In many cases, these equations include an “uncalibrated parameter” that was estimated either from secondary research in another context or as an intuitively conservative constraint on the outcome.

Compound Access Product

Access Product = Land Value Index(p) * Accessibility (p,q)

Where: Land Value Index is the average assessed value of land in a subzone (p), standardized across counties and normalized across the region.
Accessibility is the inverse logsum of highway and transit network generalized travel cost between each zone pair (p,q).

Land Use Strategies

Land use strategies operate exclusively on the Land Value Index term of the Access Product equation. An increased Land Value Index contributes to an increased Access Product when combined with high transportation accessibility. A higher Access Product results in higher activity levels.

Open space preservation

Strategy Land Value Index = Land Value Index(p) * (1 – percent protected land(p))

Where: Percent protected land is the proportion of a subzone with a natural resource score that falls within 225,000 acres of the top ranked scores region-wide.

Brownfield reinvestment

Strategy Land Value Index = Land Value Index(p) + (10% per subsidized brownfield(p))

Where: A brownfield is identified as such by Illinois EPA. Subsidies restricted to subzones with a Land Value Index less than +0.024. The 10% increment is an uncalibrated parameter.

Transit oriented development

Strategy Land Value Index=Land Value Index(p) + (10% per transit subzone(p))

Where: Transit is identified with subzone (p). The 10% increment is an uncalibrated parameter.

Urban design

Strategy Land Value Index = Land Value Index(p) + (10% per unit of improved pedestrian environment (p))

Where: Land value was increased for subzone (p) within existing municipal boundaries. Pedestrian environment was increased when the subzone was in a growing area or near planned bike facilities. The 10% increment is an uncalibrated parameter.

Transportation Strategies

Transportation strategies operate exclusively on the Accessibility term of the Access Product equation. Increased Accessibility contributes to an increased Access Product when combined with high land values. A higher Access Product results in higher activity levels.

Transit Wait Time Reductions

Strategy Accessibility(p,q) = Accessibility(p,q) with Transit Wait Time (p,q) * 0.5

Where: Transit Wait Time is the accumulated minutes assumed waiting for a transit vehicle when traveling between zones p and q. 0.5 is an uncalibrated parameter.

Variable Pricing on Expressways

Strategy Accessibility(p,q) = Accessibility(p,q) with Expressway Auto Generalized Cost (p,q) * 2.5

Where: Expressway auto generalized cost is a compound measure of congested time, distance and operating costs. The 2.5 shadow price was calibrated to achieve an overall volume/capacity ratio on expressways of less than 1.0.

Additional Bus Routes

Strategy Accessibility(p,q) = Accessibility(p,q) with additional bus network

Where: Additional bus lines were added in a comprehensive grid covering the CTA and Pace service areas based on the Strategic Regional Transit System included in the 2030 RTP.

Increase Transit Speeds

Strategy Accessibility(p,q) = Accessibility(p,q) with lower rail segment times

Where: Individual segment times on existing rail transit facilities were lowered to meet the average time for the entire line.

Transit Signal Priority and Arterial Rapid Transit

Strategy Accessibility(p,q) = Accessibility(p,q) with selected uncongested bus segment times

Where: Individual segment times on selected segments of the existing CTA and Pace bus system were permitted to run according to schedule rather than being subjected to congestion delays.

Advanced arterial signal systems on TSP/ART segments

Strategy Accessibility(p,q) = Accessibility(p,q) with Arterial Intersection Auto Generalized Cost (p,q) * 0.1

Where: Arterial Intersection auto generalized cost is a compound measure of intersection geometry and signal characteristics. The 0.1 cost savings is an uncalibrated parameter.

Parking charges

Strategy Accessibility(p,q) = Accessibility(p,q) with Auto Generalized Cost (q) * 1.1

Where: Auto generalized cost(q) is a compound measure of time, distance and operating cost at the destination zone of an auto trip. The 1.1 cost burden is an uncalibrated parameter.

Transportation demand management

Strategy Accessibility(p,q) = Accessibility(p,q) with Transit Fare (q) * (0.95-(0.15 * dense(q)))

Where: Transit Fare is the accumulated out-of-pocket cost incurred when traveling by transit between zones p and q. Dense is arbitrary and the parameters are uncalibrated.

Access product resolution

The individual strategy LVI and Accessibility values are combined into a single zonal factor that is applied to the logsum generalized cost metric that is the basis for trip distribution and mode choice in the travel demand model. The difference in logsums for two scenarios, with and without the strategies, are taken and exponentiated to produce the probability that a zone's activity level will change in response to the set of strategies being tested.

Probability (p1/p2)=(0+(10*(0.2*(1-exp(-10*("logsum difference"*0.1)^2)))))*32.30978

Where: this is a standard probability formulation. In the absence of any calibration data, all of the parameters are simple and intuitive bounds constraining the probability of change to within 10 percent of the original value. The final parameter scales the probability to the match the range of generalized cost values in the travel demand model.

Appendix B: Required Output Variables

HU	TOTAL HOUSING UNITS	Total number of housing units (households plus vacant).
HH	TOTAL HOUSEHOLDS	Households (occupied housing units).
PHH	POPULATION IN HOUSEHOLDS	Total population living in households.
AHH	ADULTS IN HOUSEHOLDS	For trip generation model; “adults” are defined as age 16 and over.
CHH	CHILDREN IN HOUSEHOLDS	For trip generation model; “children” are defined as age 15 and under.
WHH	WORKERS IN HOUSEHOLDS	Adult workers living in households.
HH_INC	AVERAGE HOUSEHOLD INCOME	“Average” household income. This figure is divided by an exogenously-supplied 21-county median income to generate a Household Income Index needed for the trip generation model.
HHR_U35	HOUSEHOLDER UNDER 35	Number of households where householder is under the age of 35. Used for Age of Householder Index in trip generation model.
HHR_3564	HOUSEHOLDER 35-64	Number of households where householder is between the ages of 35 and 64. Used for Age of Householder Index in trip generation model.
HHR_O64	HOUSEHOLDER OVER 64	Number of households where householder is over the age of 64. Used for Age of Householder Index in trip generation model.
TOT_EMP	TOTAL EMPLOYMENT	Total employment.
EMP_11 EMP_21 ... EMP_99	EMPLOYMENT BY INDUSTRY	Employment for 2-digit NAICS code XX. There are 21 two-digit codes. Those with multiple 2-digit codes (e.g. 44-45 Retail) should be represented by a single variable.

Appendix C: CMAP Datasets Available for Consultant Use

In addition to the list below, CMAP regularly collects data from county, state, and federal agencies (e.g. parcel, county assessor, open space, transit, Census) which in most cases can be shared with the Consultant. CMAP also maintains subscriptions to several proprietary datasets (CoStar, EMSI, Dun & Bradstreet, REIS, Woods & Poole) which, depending on licensing restrictions, may or may not be available for Consultant use. Additional datasets integral to a proposed solution may also be available at CMAP; firms whose proposals require datasets not listed below should inquire about their availability during the pre-bid information session.

Datasets available through the [CMAP Data Hub](#)

The following CMAP datasets are freely available without restriction. Data Hub link is embedded in each dataset's name.

[Land Use Inventory](#) (Public Version):

GIS-based dataset of the region's land use broken out into 40+ categories. The latest (2010) is based on parcel geometry, with parcels dissolved on common land uses. A 2013 update is expected to be completed in mid-2016.

[Green Infrastructure](#):

Spatial data depicting the type and quality of ecosystems that make up the region's green infrastructure network.

[Facility Planning Areas](#):

FPAs represent centralized sewer service areas to be considered for possible wastewater treatment facilities within a 20-year planning period.

[Regional Greenways and Trails](#):

GIS dataset representing elements of CMAP's Regional Greenways and Trails Plan. The plan is in the process of being updated, with draft revised GIS data available by late-2016. Note: the Data Hub link is for CMAP's Bikeway Inventory, a geodatabase that also contains sub-regional and local bikeway plans; the Regional Greenways and Trails feature class is included in this geodatabase as *CMAPRegion_CMAP_2009_GreenwaysandTrailsPlan*.

[Travel Demand Model Data](#):

Input and output files used for air quality conformity analysis, including highway and transit network files for individual scenario years (2010, 2015, 2025, 2030 and 2040). Modeled area covers fourteen additional counties, including portions of Wisconsin and Indiana.

[CMAP Subzones](#):

Shapefile of CMAP trip generation zones (subzones). Shapefile covers entire 21-county modeling area; for the purposes of the local allocation exercise we are only concerned with the subzones in the seven CMAP counties.

Restricted datasets

The following datasets will be made available through Dropbox. Please contact Yesenia Ambriz at yambriz@cmap.illinois.gov for access. These datasets are made available solely for

evaluation purposes for proposal development, and may not be redistributed nor used for other projects. All data obtained through Dropbox must be deleted after the selection period has completed.

Land Use Inventory (Restricted Version):

“All-parcel” version of the 2010 Land Use Inventory. This copy covers four townships in the region with varying levels of development intensity; dataset covering the full seven-county region will be made available to awardee. Be sure to review the README file for additional caveats concerning this dataset.

CMAP Subzones with 2010 Base Data:

Contains base-year (2010) estimates by subzone (CMAP region only) for all fields listed in *Appendix B: Required Output Variables*. Note: this dataset is for evaluation purposes only—employment estimates are not the “official” CMAP estimates which are restricted at the subzone level. Proxy data are provided based on Census County Business Patterns (for county totals), with in-county distribution guided by a third-party source and controlled to the regional CMAP total.

Northeastern Illinois Development Database (NDD):

Geodatabase tracking significant development and redevelopment in the region. This version contains only developments in four townships (corresponding with the four townships covered in the Land Use Inventory set); dataset covering the full seven-county region will be made available to awardee.

Travel Demand Model Highway and Rail Networks:

Current Master Highway Network (MHN) and Master Rail Network (MRN) geodatabases, representing current as well as future planned and programmed improvements.