



Chicago Metropolitan Agency for Planning

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July 30, 2014

REQUEST FOR PROPOSALS (RFP) 117

Homes for a Changing Region Plan for Glendale Heights, Hanover Park, and West Chicago

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from contractors to develop a long range housing policy plan for three municipalities in DuPage County, Glendale Heights, Hanover Park, and West Chicago (the "municipalities"), as described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information session on Tuesday, August 12, 2014 at 3:00 p.m. (CDT). 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 building tower. To join by webinar/conference call, email Yesenia Ambriz at yambriz@cmap.illinois.gov requesting RFP 117 webinar/conference call information. An e-mail with the webinar/conference call information will be sent to all who have registered by noon on Monday, August 11, 2014.

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

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 receipt of submissions in response to the RFP is **3:00 p.m., Friday, August 29, 2014.**

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

Sincerely,

Margaret McGrath
Grant/Contract Officer

Enclosure

REQUEST FOR PROPOSALS (RFP) 117

Homes for a Changing Region Plan for Glendale Heights, Hanover Park, and West Chicago

The Chicago Metropolitan Agency for Planning (CMAP) invites appropriate contractors to submit proposals to develop a long range housing policy plan for three municipalities in DuPage County; Glendale Heights, Hanover Park, and West Chicago, 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 first comprehensive regional plan in more than 100 years. To address anticipated population growth of more than 2 million new residents, GO TO 2040 establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See www.cmap.illinois.gov for more information.

About CMAP's Local Technical Assistance program

CMAP is administering this project through its [Local Technical Assistance \(LTA\) program](#), which is designed to implement GO TO 2040 through assistance to local governments. Since the initiation of this program in 2011, CMAP has completed over 80 local planning projects, with 50 more currently underway. The purpose of the LTA program, which has been reflected clearly in its products, is to provide assistance to communities across the Chicago metropolitan region to undertake planning projects that advance the principles of GO TO 2040.

About Homes for a Changing Region program

Homes for a Changing Region is a collaboration between municipal officials, their staff and community residents, currently led by Chicago Metropolitan Agency for Planning, with assistance from the Metropolitan Mayors Caucus (the Caucus), and Metropolitan Planning Council (MPC).

Since 2005, *Homes for a Changing Region* has crafted housing policy plans for 27 communities. The most recent *Homes* processes were conducted as collaborations between clusters of several adjacent or nearby communities, enabling them to pursue shared strategies and access new resources and tools to guide their housing and community development. This approach aligns with the goals of [GO TO 2040](#), the region's comprehensive plan, as it helps to balance the need for local autonomy while advancing the benefits of regional cooperation.

Project Background

The purpose of this RFP is to select a consultant to develop a long range housing policy plan for three municipalities in DuPage County; Glendale Heights, Hanover Park, and West Chicago. The scope of work described below is based on a planning process that CMAP has deployed with several other groups of municipalities in Northeast Illinois, called [Homes for a Changing Region \(Homes\)](#). *Homes* helps municipalities to chart future demand and supply trends for housing and develop long-term housing policy plans. These plans aim to create a balanced mix of housing types, serve the needs of current and future residents and workers, and enhance the livability of participating communities.

Each project includes the following components:

- An analysis of each municipality's existing housing supply that compares the type and price of housing stock to the age, income and tenure (rental or owner-occupied) of the population.
- A subregional, collaborative housing analysis that identifies opportunities and gaps in the housing profile, and looks for opportunities for collaboration between neighboring communities.

- A workforce housing analysis that focuses on the match between the subregion's key employment sectors and the existing housing stock.
- A discussion of the interaction between housing supply and the transportation system.
- Planning and facilitation of public or stakeholder outreach.
- A series of policy and strategic recommendations for creating a balanced, sustainable future housing supply.
- Design visualizations for a focus area in each municipality.

The selected consultant will work with the three municipalities to identify individual housing-related opportunities along with common subregional housing objectives. This approach aligns with the goals of [GO TO 2040](#), the region's comprehensive plan, as it helps to balance the need for local autonomy while advancing the benefits of regional cooperation. The contract for this project is expected to be approximately eighteen months in length, beginning in November 2014 and concluding in May 2016.

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 as necessary to select the contractor that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. It is anticipated that the term of the contract awarded will be for a period ending in May 2016.

SECTION 2: Scope of Project and Procurement Details

Scope of Work

The *Homes* process has been tested and refined over the course of 9 years with 27 municipalities. The selected consultant will be expected to broadly follow this process, as outlined below, but should customize the proposal with elements that address the unique context of the identified municipalities and add value through innovation. Recently completed *Homes* deliverables can be found at <http://www.cmap.illinois.gov/livability/housing/homes>.

The selected contractor will work under the direction of CMAP, but is expected to interact frequently with representatives of the three communities through a joint steering committee made up of approximately three representatives from each of the three municipalities. The role of the steering committee will be to review subregional analysis and collaborative recommendations. Contractors should expect the steering committee to meet at least 4 times over the duration of the project, including one time to describe the process before Phase 1 begins.

The *Homes* process includes a large number of meetings, and contractors should reflect this in their proposals. In total, this process will include:

- 4 meetings with the steering committee: at project initiation, and during Phases 1, 3, and 4
- 15 meetings with municipal board or commission (5 meetings with each of the 3 communities) during Phases 1, 3, and 4
- 4 meetings geared toward the general public during Phase 2

Broadly, the *Homes* process takes approximately eighteen months to complete and includes the following phases:

- Analyze the current and future housing market of the identified municipalities.
- Conduct public and stakeholder outreach.
- Develop policy recommendations.
- Prepare the plan.
- Implement the plan.

Phase 1: Analysis

In addition to conducting a basic community profile analysis, the selected consultant will use CMAP's refinement of the [Envision Tomorrow Balanced Housing \(ETBH\) model](#) to analyze current and to forecast future housing supply and demand.¹ Using this statistical model, consultants will be expected to:

- identify matches and mismatches between each municipality's existing housing stock and current needs, based on the underlying assumption that housing is "affordable" when households pay no more than 30% of their income on housing costs;
- estimate growth in demand for housing at various income levels through 2040 based on CMAP population forecast inputs;
- estimate the capacity to develop or redevelop new housing of different types, based on the availability of land identified as underutilized or vacant in different zoning districts;
- analyze the travel patterns of residents and employees to describe the impact of travel costs on housing cost burden.

Wherever possible, consultants should also use energy cost and consumption data to describe their impact on local gross housing costs. Consultants should also examine transportation data and assess the impact that opportunities or deficiencies in the transportation system have on housing supply and demand. While this is the minimum amount of analysis that the consultant will be expected to conduct to inform the development of plan recommendations, consultants are encouraged to perform other analytical

¹ Consultants should download an example of a past model run (Microsoft Excel spreadsheet) at the link above. The successful consultant will be expected to generate similar types of forecasts with different data inputs. The successful consultant is also encouraged to make innovative modifications to the model that add value to the project overall.

tasks based on their experience and unique local context. Consultants are expected to analyze each municipality individually and the aggregate subregion.

Consultants will be expected to present findings to key municipal staff, elected officials, and appointed officials in each municipality and to the steering committee as a whole for feedback. One meeting will be held with each of the three municipalities, and one with the entire steering committee, for a total of four. Each of these meetings will engage leaders in a broad discussion of the needs and goals of each of the municipalities and the subregion. It is expected that CMAP, the Caucus, and MPC will be invited to participate in these meetings in an advisory role. Each municipality will also take consultants and partners on a guided community tour following the meeting.

Deliverables of phase 1 include the library of data collected and PowerPoint presentation files used at each meeting.

Phase 2: Public and Stakeholder Outreach

The selected consultant will be responsible for engaging stakeholders and the public in the development of the plan through a combination of web based tools and/or public meetings. At a minimum, the consultant will need to deploy a brief survey, community mapping exercise, and visual preference survey as components of these efforts. In the past, CMAP has successfully deployed all three of these components using [one website](#). The consultant will be expected to facilitate no more than four public meetings: one with each municipality and one for the subregion as a whole. Web tools can be used either in lieu of or in addition to public meetings. Consultants will determine which method or methods (meetings or web tools) to be used in consultation with each municipality.

The selected consultant will be expected to use specific methods to engage residents, especially the growing Hispanic, or Latino, population. At a minimum, this will mean making direct communications with residents, including meeting invitations, flyers, and emails available in English and Spanish. The consultant will also be expected to engage organizations that represent the community.

In addition to any web tools used to collect input from residents, the consultant will be expected to create a website with basic project information and status updates. The audience for this website will be the general public. At a minimum, the website should contain information about upcoming public meetings, upcoming presentations to municipal boards and commissions, draft deliverables, presentations given by consultants, and general project status updates.

Following the public outreach phase, consultants will deliver a memorandum to each key municipal staff contact and, if appropriate, the steering committee, summarizing the results of discussions, surveys, visual preference surveys, and mapping exercises.

Phase 3: Policy Recommendations

The selected consultant will synthesize the findings from the analysis and outreach phases to create policy recommendations that will help each municipality and the subregion meet their goals and address identified gaps in housing supply. Consultants should also consider strategies that would reduce the overall combined cost of housing and transportation, such as transit-oriented development, improvements to bicycle and pedestrian connections to transit, and encouraging transit-supportive land uses. Consultants will also create focus area visualizations that illustrate what policy implementation might look like in one location in each municipality, to be identified by key municipal staff.

Deliverables for phase 3 include key recommendations memos and draft focus area visualizations. Recommendations memos will include an outline of the draft plan and brief descriptions of each strategy recommendation that will be included in the draft plan. Focus area visualizations will include before and after graphics. Both key recommendations memos and draft visualizations will be vetted by CMAP, the Caucus, MPC, and key municipal staff contacts. Following this, these materials will also be presented before each municipal board and the steering committee for feedback.

The link between housing and transportation costs is well documented. Part of the embedded cost of housing includes the cost of the work commute and trips to necessary amenities, such as transit, grocery stores, and other retail. It also includes the opportunity cost of the time associated with making these trips. As the distance between housing and these amenities increases, so too, does the aggregate cost of housing. Consultants should make sure that land use, transportation and other recommendations address challenges associated with these issues that arise in the analysis phase.

Phase 4: Plan Development

Based on feedback from municipal boards and the steering committee, the selected consultant will then draft the final plan. Example *Homes* plans can be found on the [CMAP website](#). At minimum, the plan will include

- one section on each municipality with a summary of findings from data analysis, discussions with leaders, and public outreach; policy recommendations regarding housing, transportation, and land use; and focus area visualizations;
- one section on the aggregate subregion with a summary of findings from data analysis, discussions with leaders, and public outreach as well as policy recommendations regarding housing, transportation, and land use;
- one section describing forecast and modeling methodology;
- one section depicting housing supply and demand forecast graphics and their underlying tables.

The consultant will professionally layout and design the draft plan before vetting it with the project partners and key municipal staff contacts. A revised draft plan will be presented to each municipal board and the steering committee for final approval.

The consultant will discuss expectations regarding plan approval with key municipal staff contacts before the final approval process begins. There are various ways to approve a *Homes* plan, including formal adoption as an amendment to an existing comprehensive plan and approval by resolution as a study that the board will take into consideration. All of these are valid, but they require different approaches from the consultant.

The deliverable of phase 4 is the complete, final *Homes* plan.

Phase 5: Plan Implementation

Following project completion, CMAP may, at its discretion, enter into a two-year contract with the selected contractor to assist with implementation. This will be small-scale assistance, totaling no more than \$20,000 over the two-year period. Contractors should **not** include costs for implementation activities in their total project costs.

Selection Process and Schedule

July 30:	Release RFP
August 12:	Non-mandatory pre-bid information session
August 29:	Proposals due
September-October:	Interview finalists
November:	Decision and execution of contract

Proposal Evaluation

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. The contractor's experience and the experience of proposed staff in municipal housing policy, land use, and transportation planning.
2. The contractor's understanding of the housing, land use, and transportation issues involved in the project, as demonstrated by the discussion of these issues in the description of project approach.
3. The contractor's approach to each project phase specified in Section 2, including quantitative analysis, public engagement, development of recommendations, and plan preparation.
4. The quality and relevance of the examples of similar work.
5. Consistency with GO TO 2040.
6. Cost to CMAP.

All timely responses received to this scope of work will be reviewed and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. Cost will be evaluated against the other factors based upon the professional judgment of those involved in the evaluation. A committee including representatives from CMAP and the municipalities will make the contractor selection decision.

As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held as necessary to select the contractor that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

SECTION 3: Submittal Requirements

Proposals must be received at CMAP on or before 3:00 p.m., Friday, August 29, 2014

Submissions should be submitted in the order presented:

1. Identify the consultant team that will be involved in this project. Clearly identify the project manager, and specify the role of subcontractors. Each individual with significant time on the project should be identified and their role defined whether they work for the lead firm or a subcontractor. This section should clearly describe the contractor's experience in housing, land use, and transportation planning.
2. Provide a narrative describing the contractor's approach to this project. This section should demonstrate an understanding of the process and deliverables to be produced, as well as an understanding of housing, land use, and transportation issues. Please provide a high level of detail in this narrative concerning your approach to each phase of this project. Specifically, describe the process to complete the analysis, public engagement and stakeholder outreach, and development of recommendations. Also include a detailed schedule showing anticipated start and completion for each task.
3. Provide at least three examples of similar work that the contractor has completed. Specify the client, the date prepared, and the approximate cost for each example. Provide references for each project including individual contact name and phone number.
4. Complete the "Price Proposal Form," Attachment 1, including named staff, hourly rates, hours, and other labor costs, as well as all non-personnel expenses.
5. The respondent shall also sign and submit the "Certificate Regarding Workers' Compensation Insurance", Attachment 2, and the "Information to be Provided by Bidder", Attachment 3.

Submittal Requirements for Proposals

Proposals must be submitted to CMAP no later than 3:00 p.m. August 29, 2014.

Three (3) paper copies of all proposals as well as one (1) electronic version in PDF format on CD ROM must be submitted no later than 3:00 p.m. on August 29, 2014. 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: Contract Officer
Response to RFP No. 117
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened. Questions may be referred to Margaret McGrath, (312) 386-8788 or email: nmcgrath@cmapp.illinois.gov.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

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

Reservation of Rights

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

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

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

SECTION 5: General Provisions

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

1. Complete Agreement.
 - a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
 - b. Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
 - c. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
 - d. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
 - e. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
 - f. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
2. Chicago Metropolitan Agency for Planning Designee. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
3. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-

authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

4. Reports and Methods of Payment.

- a. Based on services performed, Contractor may submit invoices as frequently as once a month. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

accounting@cmap.illinois.gov

- b. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.
- c. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized.

5. Audit and Access to Records.

- a. The Contractor and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the Contractor and its subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:
- (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- b. The Contractor shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

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

6. Suspension. If the Contractor fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Contractor, suspend the Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations of funds pending corrective action by the Contractor. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Contractor in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof. CMAP may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget Circular A-87 in effect on the date first above written.
7. Termination.
 - a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
 - b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the Contractor is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
 - c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Contractor's default. If Termination by Default is effected by the Contractor, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Contractor for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Contractor relating to commitments which had become firm prior to termination.
 - d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
 - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - f. In the event the Contractor must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
8. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Contractor arising out of or relating to

this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

9. Equal Employment Opportunity. The Contractor will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The Contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The Contractor shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
10. Small and Minority Business Enterprise. In connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
11. Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
12. Prohibited Interest.
 - a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.
 - b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
 - c. The Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
13. 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.
- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

14. Assignment.

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

15. Subcontracts.

- a. Any subcontractors or outside associates or 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.

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

17. 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.

18. 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.

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.

19. 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.
20. 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>)."
21. 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.
22. 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.
23. 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.

24. 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.
25. 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.
26. 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).
27. 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).
28. 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.** As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Contractor's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:
 1. No federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
 2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Contractor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report

Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

The Contractor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Contractor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- C. **Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment 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 R 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.
1. 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 OMB Circular A 102 Common Rule.
- E. **Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments" and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and 2 CFR Part 225, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 225 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with state and local governments, and should be reviewed for further guidance on cost principles.
- 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 CMAP 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, CMAP may terminate this Agreement for cause. The Contractor shall provide immediate written notice to CMAP 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 CMAP. The Contractor agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by CMAP, 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, CMAP 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. **Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:
1. State or local governments that expend \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
 2. State or local governments that expend less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
 3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
 4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Contractor's fiscal year.
- 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 CMAP 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.
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;

- 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:
- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
 - The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - 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).
- 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 CMAP in connection with this Agreement, CMAP 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 CMAP 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 CMAP 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 CMAP 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 CMAP of any current or prospective major dispute pertaining to a third party contract. If the Contractor seeks to name CMAP as a party to the litigation, the Contractor agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by CMAP, 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 CMAP's immunity to suit.
- W. **Fly America.** Contractor will comply with 49 U.S.C. §40118, 4 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 CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP 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 CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP 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. **Contractor Registration.** 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 **Federally Funded Agreements**, paragraphs A through AA 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.

Attachment 1: Price Proposal Form

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposals 117 dated July 30, 2014, 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 following matrixes. Costs must be completed in full. Rates for all staff that may work on the project, including subcontractors, must be included. If price structure is variable by which of the firm's employees are assigned, specify the employee billing level and the cost per hour for this level. All non-personnel costs must also be included.

Please provide additional specifics where possible. Attach additional sheets if necessary. For ease of entry, feel free to copy and paste the tables into an Excel spreadsheet; insert lines as necessary.

Phase 1 Analysis: Primary Firm (please include name) _____

Position Titles	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

Phase 1 Analysis: Subcontractor(s) (please enter name) _____

Position Titles	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

Phase 2 Public and Stakeholder Outreach: Primary Firm

Position Titles	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

Phase 2 Public & Stakeholder Outreach: Subcontractor(s) (please enter name) _____

Position Titles	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

Phase 3 Policy Recommendations: Primary Firm

Position Titles	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

Phase 3 Policy Recommendations: Subcontractor(s) (please enter name) _____

Position Titles	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

Phase 4 Plan Development: Primary Firm

Position Titles	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

Phase 4 Plan Development: Subcontractor(s) (please enter name) _____

Position Titles	Staff name	Number of Hours	Hourly Rates	Total Cost
Staff Level 1				
Staff Level 2				
Staff Level 3				
Staff Level 4				
Travel and other fixed expenses (please describe what will be included)				

Total Project Cost _____

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

<u>Addendum Number</u>	<u>Date Received</u>
_____	_____
_____	_____

If awarded the project, 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/Contractor_____

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, JointVenture; Etc. _____

Organized under the laws of state of: _____

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

List names and addresses of owners of the firm or names and titles of officers of the corporation:

Client list of services rendered currently and/or in the recent past:

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

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

- a. _____

- b. _____

- c. _____

Bidder hereby certifies that it (check one): _____ IS _____ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined in 49 CFR 23). If “IS” is checked, attach copy of document that certifies Bidder’s status as a DBE.