



Chicago Metropolitan Agency for Planning

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August 13, 2019

REQUEST FOR PROPOSALS (RFP) NO. 220 FOR General Contractor ("GC") Services for Office and Meeting Space

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals to provide General Contractor ("GC") Services for the development of a new office and meeting space, as described in this Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information session and walk-through on August 21, 2019 at 9:30 a.m. local time, at the site location:

"Old Post Office", 433 W Van Buren, Chicago, IL 60607

To register please do so using this [link](#) by noon on August 16, 2019.

Participation in the pre-bid discussion and walk-through is non-mandatory, but is offered as a way to best understand the scope of work we are trying to accomplish. Access to all floors where work will be performed will be granted at this walk-through. Hard hats are required and will not be provided. CMAP recommends those attending the walkthrough be equipped with protective footwear, protective eyewear and hard hats. Questions and responses noted during the meetings 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 Tuesday, September 3, 2019.**

Thank you, and if you have any questions or require any clarifications regarding this RFP, please email me Procurements@cmap.illinois.gov. The deadline for RFP clarifications is August 22, 2019.

Sincerely,

Penny DuBernat
Procurement Officer

Enclosure

**REQUEST FOR PROPOSALS (RFP) NO. 220 FOR
General Contractor (“GC”) Services for Office and Meeting Space**

The Chicago Metropolitan Agency for Planning (CMAP) invites contractors to submit proposals for the General Contractor (“GC”) Services for Office and Meeting Space, 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 our region’s official comprehensive planning organization. The agency and its partners have developed ON TO 2050, a comprehensive plan that builds upon its predecessor GO TO 2040, to help the seven counties and 284 communities of northeastern Illinois implement strategies that address community, prosperity, the environment, governance and mobility. See www.cmap.illinois.gov for more information.

General Information

As a result of responses to this RFP, CMAP plans to review submissions and may 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 firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to “Reservation of Rights” below, it is anticipated that a contract will be awarded based on the Cost of the Work Plus a Fee with a Guaranteed Maximum Price to be negotiated for the work described upon completion of the final construction drawings.

SECTION 2: Scope of Project and Procurement Details

Project Background

CMAP is requesting proposals from qualified general contractors (“GC”) firms to work with CMAP, its project management firm, Cresa, and its architectural firm, Wright Heerema to construct an approximate 47,000 square-foot office and meeting space. The office and meeting space will be located on the 4th and 5th floors of the “Old Post Office”, 433 W Van Buren, Chicago, IL 60607.

Project Description

The project will consist of the interior construction of the office space, located on the 4th floor and the meeting space, located on the 5th floor of the Old Post Office, North building, as reflected in the Architectural Schematic Documents (Attachment 5).

The selected vendor will be required to coordinate with the building landlord, currently in the process of completing the historic restoration of the Postmaster Suite, and all other historic restoration work. The selected contractor will be responsible for the protection of all historic work during construction, and the coordination of all new historic work as delivered.

The landlord will turn over the space, on March 1, 2020, in accordance with the Base Building Shell document (Attachment 6). The selected contractor will be responsible for the delivery of the fully completed space, in accordance with the drawings, Tenant Guidelines (ATTACHMENT 7), and applicable building codes, by February 29, 2021. Any work deemed required by the contractor, but not clearly shown on Attachment 5, should be included in the contractor’s pricing in the form, and indicated in the Clarifications, Qualifications, Exclusions and Alternates portion of the Cost Breakdown Template.

Scope of Services

The proposal shall include the cost of all labor, tools, materials and equipment required, unless noted otherwise, to complete the proposed project described in the Architectural Schematic Documents (ATTACHMENT 5). The list of drawings can be found in the table 1.

Table 1: Schematic Documents

Attachment 1	Cost Breakdown Template
Attachment 2	Certificate regarding Workman's Compensation Insurance
Attachment 3	Information to be Supplied by Bidder or Subcontractor
Attachment 4	FTA Certification Regarding Lobbying
Attachment 5a	Schematic Pricing Notes
Attachment 5b	Schematic Pricing Plans Flat
Attachment 5c	Schematic Pricing Flat 2
Attachment 6	Base Building Shell Document
Attachment 7	Tenant Guidelines

Project Requirements

1. PROJECT COORDINATION

- a. The Contractor shall provide as required, Project Managers and Construction Superintendents. In addition, Contractor shall provide assistant superintendents, estimators, and such other support staff as deemed necessary to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Owner. All work performed or supervised by the Contractor shall comply with current laws and codes.
- b. The Contractor shall coordinate the Work of all Subcontractors for the Project and shall assure that each Subcontractor shall:
 - i. Coordinate the Work of his own employees and Subcontractors;
 - ii. Conduct his Work to assure compliance with schedules;
 - iii. Coordinate his Work with that of Other Subcontractors and Work performed by Owner's contractors.
 - iv. Coordinate his Work with the turnover condition of the space including coordination with the historic restoration requirements.
 - v. Protect all completed work in the historic areas and confirm adherence to historic requirements for all work associated with the historic areas and their adjacent requirements.

2. CONSTRUCTION ORGANIZATION

- a. The Contractor shall establish on-site lines of authority and communication and shall:
 - i. Schedule and conduct preconstruction meeting(s) with Subcontractors prior to the start of Work to coordinate:
 1. Projected Schedule and sequencing of critical work and hoisting and rubbish removal from the Project;
 2. Delivery schedules and priorities;
 3. Designation of responsible Subcontractor personnel;

4. Procedures and processing of field decisions, requests for proposals, affirmative action documentation, submittals, change orders, and applications for payment, with proper waivers and draw costs;
 5. Requirements for document distribution;
 6. Procedures for maintaining Record Drawings and Specifications;
 7. Use of premises - office, work, and storage areas with permission from the Owner;
 8. Temporary facilities and utilities;
 9. Security procedures;
 10. Housekeeping procedures;
 11. Allocate space and establish guidelines for Subcontractor field offices, work and storage areas, etc.
 12. Establish access traffic flows
- ii. Schedule and conduct construction progress meetings with Subcontractors on a weekly basis and shall:
 1. Review work progress weekly for compliance with Schedule.
 2. Resolve field conflicts or problems that requires owner authorization.
 3. Review off-site fabrication and delivery schedules.
 4. Monitor construction progress and execute corrective measures and procedures to prevent schedule delays.
 5. Monitor adequacy of Subcontractor manpower and equipment and execute corrective action as necessary.
 6. Maintain quality control standards as stated in documents.
 7. Review status of requests for proposals within seven working days.
 - b. The Contractor shall establish lines of communication and review and approval procedures with Owner and shall:
 - i. Schedule and conduct construction progress meetings on a weekly basis, or as needed to review progress for Subcontractor proposal evaluations and the Work.
 - ii. Prepare and distribute meeting minutes.
 - iii. Establish lines of communication with Owner to resolve problems with drawings, proposals or construction in a timely manner.
 - iv. Mutually establish guidelines for communications between Owner, Owners Representative, Architect and Contractor.

3. CONTRACTOR REQUIREMENTS

- a. The Contractor shall:
 - i. Contract for construction items of Work as shown on Contract Documents on a unit price, time and material or lump sum basis only as specified by Owner.
 - ii. Review, stamp and submit all applicable shop drawings, product data and samples required by the Contract Documents, and turn around in one week or shorter whenever possible.
 - iii. Establish Subcontract unit prices and guidelines for determining quantities and cost for material and labor. Owner shall provide Contractor with unit price requirements.

4. CONTRACTOR'S DUTIES

- a. Drawings and Specifications and Finish Proposal
 - i. The Contractor shall review drawings and specifications and submit to Owner such proposals as Owner shall request, and Contractor shall:

1. Review drawings and specifications for missing information, discrepancies, etc. and immediately notify Owner of any problem.
 2. Coordinate distribution of drawings for Subcontractor proposals. Where Subcontractors are to prepare engineering drawings, provide reproducible(s). Subcontractor proposals must provide full material and labor breakdown or unit prices and extension where applicable. Solicit multiple Subcontractor bids for such trades, as Owner shall request.
 3. Review in depth Subcontractor proposals. Contractor and Subcontractor to do all quantity take off of drawings and Contractor shall check Subcontractor quantities. Check unit pricing against contract unit prices.
 4. Review and analyze time and material prices. Review scope of work in Subcontractor proposal for completeness. Review Schedule with Subcontractor and Contractor shall inform Owner on all potential time delays. After Contractor's review of each Subcontractor's proposal and schedule, Contractor shall submit to Owner for Owner's approval an estimated cost allowance to provide for escalation of the schedule.
 5. Prepare detailed construction schedules within thirty (30) days of receipt of each set of Drawings for Work showing Contractor's work and work performed by Other Contractors.
 6. Submit proposals to Owner. Proposal shall be broken down by trade, shall include copies of Subcontractor proposals and schedule(s), shall include two copies of engineering drawings prepared by Subcontractors and shall meet the Owners specified requirements.
 7. If the Owner approves the Proposal, the Contractor shall issue a written Notice-To-Proceed. If the Owner does not approve the Proposal, the Contractor shall rebid the specified items and/or rebid revised Drawings and Specifications. The Contractor shall submit revised Proposal(s) to the Owner as required.
- b. Commencement and Execution of Construction
- i. Contractor shall:
 1. Commence construction upon receipt of written Notice to Proceed from Owner.
 2. Provide necessary information and documentation to the City for building permit and governmental inspections. Reimbursement for permit fees only for payment to the City will be paid, but cost related to obtaining permit is the Contractor's cost.
 3. Schedule, coordinate and monitor Subcontractor manpower requirements and material deliveries for adequacy and execute corrective measures as required.
 4. Maintain daily supervision of construction; resolve field conflicts and problems; enforce conformance to Drawings and Specifications; maintain quality control; monitor periodic cleaning.
 5. Review required Subcontractor shop drawings, product data and samples for conformance with Drawings and Specifications, field dimensions, etc. and submit to Owner or designated representative for necessary approvals.
 6. Coordinate and expedite Owner's requirements for pricing, approvals and change orders, and execution of revisions to work in progress.
 7. Attend weekly job progress meetings with Owner and Owner's Contractors, if any.

8. Where Owner has permitted allowances for time and material work, approve Subcontractor's daily work tickets and monitor the Subcontractor's performance.
 9. Prepare and submit Monthly Application for Payment with waivers on the schedule as established by the owner.
 10. Schedule with Owner and attend punch list inspection upon Substantial Completion of Work. Complete punch list work as expeditiously as possible.
- ii. Miscellaneous
1. Contractor shall provide estimating and pricing services as required by the owner for the preparation of budgets for the Work.
 2. Each contractor shall submit the name and phone number of an individual who has a thorough knowledge of the bid and who will be available (by telephone).
 3. Owner will pay excess facilities charges for permanent service. Excess facilities charges for temporary service will be a cost of the work included in General Conditions.
 4. Architectural and/or engineering review time for submittals will typically be ten days.
 5. The Owner will have insurance in place that will perform similar to Builder's Risk policies for "new" construction. Typical deductibles will be at the Contractor's expense.
 6. Contractor is to provide site security as required throughout the construction duration. The Owner will provide the permanent building security system.
 7. Where City or other applicable codes, requirements or policies are more strict or restrictive than the Contract Documents, the requirements of the Authority shall govern over the Contract Documents.

5. GENERAL SERVICES AND TEMPORARY FACILITIES

- a. The Contractor shall be responsible for arranging for and providing all general services and temporary facilities as specified herein and as required for the proper and expeditious prosecution of the Work, including but not limited to the following temporary and general services: offices; telephone service; storage facilities; temporary sanitary facilities; temporary water; temporary lighting and power; openings; ramps and runways; protective coverings; barricades; fire protection; rubbish removal; temporary first aid; traffic control; cleaning; insurance; main office travel expense; postage and mailing; blueprint and reproduction costs; office supplies and forms; repair and maintenance; temporary enclosures; safety; small tools; miscellaneous trucking, etc. The Contractor shall pay all costs for such general services and temporary facilities, unless otherwise specified, until termination of the Contract. All temporary and general service costs shall, be borne by the Contractor, except as described in 1.4.3.
- b. Offices and Storage Facilities. The Contractor shall provide field office facilities for the use of its personnel, including utility and telephone service, furnishings, equipment, etc. The Contractor shall make work structurally, mechanically and electrically sound throughout; install work in a neat and orderly manner; maintain, clean, service and repair facilities to provide continuous usage, and to the quality for the original installation; relocate facilities as required by progress of construction, by storage or work requirements of Owner and Subcontractors employed at the site. The Contractor shall completely remove temporary offices, storage facilities, materials, equipment and services at the termination of the Contract; repair damage caused by installation or use

of temporary facilities; clean after removal; and restore existing or permanent facilities used for temporary purposes to specified, or to original condition. Each Subcontractor shall be responsible for his own office and storage facilities. Location shall be coordinated with the Contractor's Superintendent and Owner.

- c. Telephone Service. The Contractor shall arrange for telephone service with a local telephone Service Company, provide direct telephone service at the Project for the use of personnel and employees and pay all costs for installation, maintenance and removal, and service charges (or make arrangements with Subcontractors).
- d. Temporary Sanitary Facility. Contractor shall provide temporary sanitary facilities for use by all project personnel. These facilities shall be maintained in a clean and sanitary condition and removed upon completion of construction. The location of the facilities shall require owner approval.
- e. The Contractor may utilize permanent toilet rooms upon availability only to the extent approved by the Owner. Workmen shall keep toilet rooms clean and sanitary and shall not clean construction tools in the toilet rooms. The Contractor shall repair or replace all damage to the permanent toilet rooms caused by workmen to the Owner's satisfaction and rod out all floor drains in these areas.
- f. Temporary Water. The Contractor may use the permanent janitor's closet or similar facilities within the project limit upon availability. Contractor shall keep the facilities in a clean and sanitary condition. The Contractor shall repair or replace all damage to the janitor's closets caused by workmen to the Owner's satisfaction and rod out drains.
- g. Temporary Heat and Ventilation and Air Conditioning ("HVAC"). Contractor shall provide temporary heat, ventilation, and air conditioning as required throughout the duration of construction, particularly as it relates to any material installation or curing requirements.
- h. Contractor is responsible for energy costs to utilize Building HVAC systems for temperature requirements upon availability. Contractor shall submit or include in the scope of the work for the HVAC Subcontractor the cost of extending the factory warranties for the new equipment utilized until the later of Owner's final acceptance of the Work or until Owner commences occupancy. The HVAC Subcontractor shall include in its scope of work the ongoing maintenance of the HVAC equipment being utilized and return all such equipment to a like new condition as acceptable to the respective HVAC equipment manufacturers.
- i. Temporary Lighting and Power. The Contractor shall provide all temporary lighting and power required for completion of all Work.
- j. Fire Protection. The Contractor shall provide a fire protection and prevention program for employees and personnel at the site; and provide and maintain fire-extinguishing equipment ready for instant use at all areas that Work is being performed as required to supplement temporary or permanent fire extinguishing equipment.
- k. The Contractor shall enforce fire-safety discipline including but not limited to:
 - i. Store volatile materials in an isolated, protected location.
 - ii. Avoid accumulations of Flammable debris and waste in or about the Project.
 - iii. Prohibit smoking in the vicinity of hazardous conditions.
 - iv. Closely supervise welding and torch-cutting operations in the vicinity of combustible materials and volatile conditions.
 - v. Maintain existing sprinkler systems in effect in construction area whenever possible.
 - vi. The Contractor shall maintain fire-extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher.

- l. Rubbish Removal. The Contractor and each Subcontractor shall remove rubbish, cartons, wood, debris, trash, etc., resulting from performance of their work on a regular basis.
- m. Temporary First Aid. The Contractor shall provide first aid equipment and supplies, and personnel in accordance with OSHA regulations available to render first aid at the site and provide a sign, posted at the telephone, listing the telephone numbers for emergency medical services, physicians, ambulance services and hospitals.
- n. Clean Up. Each Subcontractor shall be responsible for removal of all trash cleared by that Subcontractor and shall leave area cleaned. In the event any Subcontractor fails to do so, Contractor will perform such clean-up work and back charge the Subcontractor.
 - i. The Contractor shall perform general cleaning and shall conduct daily inspections to ensure that work, storage and related areas are maintained free of rubbish and debris. Other Contractors shall be responsible for their rubbish removal and clean up. In the event the Other Contractor fails to do so, the Contractor will notify the owner. If the Owner authorizes the Contractor to perform rubbish removal and clean up for the other Contractor, the Contractor shall be reimbursed by the Owner.
 - ii. The Contractor shall cause interior areas to be cleaned prior to start of painting and shall schedule operations so that dust and other contaminants will not fall on wet or newly coated surfaces.
 - iii. Upon Substantial Completion of each phase of work, the Contractor shall perform final cleaning using professional cleaners or experienced workmen and using only cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned. The Contractor shall:
 - 1. Remove stains from glass, wash, polish same, inside of building. Exercise care not to scratch glass.
 - 2. Remove marks, stains, fingerprints, labels, other soil and dirt from exposed surfaces.
 - 3. Clean and polish hardware for all trades. This shall include removal of stains dust, dirt, paint and the like.
 - 4. Remove spots, soil, paint form ceramic tile work; wash same.
 - 5. Clean light fixtures, plumbing fixtures, and equipment; remove stains, paint, dirt and dust.
 - 6. Remove temporary floor protections for finished floor; clean and polish such floors.
 - 7. Clean interior metal surfaces, including doors and windows, required to have a polished finish, of oil stains, dust, dirt, paint and the like. Polish and leave without fingermarks, or other blemishes.
 - 8. Where resilient flooring is supplied, clean, wax and polish all resilient floor surfaces.

6. SHOP DRAWINGS, PRODUCT DATA, SAMPLES

- a. The Contractor shall cause to be prepared and shall review and submit all shop drawings, product data and samples required by the Contract Documents. All such drawings and samples, including all engineering shop drawings for mechanical and electrical work shall be at the expenses of the Particular Subcontractor who is to perform such work. Reproductions shall be borne by Contractor. All submittals are to be reviewed and stamped as such by the Contractor prior to submission.

- b. Contractor shall cause the Subcontractors to perform the Work in this Section, and Contractor shall monitor such work. Submittals shall be made in accordance with the following.
 - i. Shop Drawings. Contractor shall cause drawings to be prepared by skilled draftsmen and presented in a clear and thorough manner.
 - 1. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Documents.
 - ii. Product Data
 - 1. Clearly mark each copy to identify pertinent products or model.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagram and controls.
 - iii. Manufacturer's standard schematic drawings and diagrams.
 - 1. Modify drawings and diagrams to delete information that is not applicable to the Work.
 - 2. Supplement standard information to provide information specifically applicable to the work.
 - iv. Samples
 - 1. Office samples shall be of sufficient size and quantity (as determined by the Architect) to clearly illustrate:
 - a. Functional characteristics of the product, with integrally related parts and attachment devices.
 - b. Full range of color, texture and pattern.
 - 2. Field samples and mock-ups will be required and will be indicated in the documents.
 - v. Contractor Responsibilities
 - 1. Contractor shall review Shop Drawings, Product Data and Samples prior to submission and shall stamp, date and initial each submittal "reviewed".
 - 2. The Contractor shall be responsible for:
 - a. Compliance with the Contract Documents.
 - b. Confirming and correlating quantities and dimensions.
 - c. Selecting fabrication processes and techniques of construction.
 - d. Coordination of the Work represented by each submittal with other trades and other Contractors.
 - e. Performing the Work in a safe and satisfactory manner.
 - f. Compliance with the Construction Schedule.
 - g. All other provisions of the Contract Documents and of agreements with Subcontractors.
 - h. Coordination of Owner contracted work.
 - i. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).
 - j. All contractors are to be unionized, and all work and materials must comply with all code requirements.
 - 3. It is understood that the notations of Owner's design consultants on the submittals is not to be construed as an authorization for additional work or additional cost.

4. If any notations represent a change to the Contract Sum, notify the Owner and submit a proposal in accordance with procedures specified before proceeding with this portion of the Work.
 - a. Notify the Owner in writing, at time of submission, of any deviations in the submittals from requirements of the Contract Documents. Contractor shall not proceed with this portion of the work prior to acceptance of deviation by Owner and Architect.
 - b. Notify the Owner in writing of any notations made by Owner's design consultants that the Contractor finds unacceptable. Resolve such issues prior to proceeding with the Work.

7. OPERATING AND MAINTENANCE DATA

- a. The Contractor shall compile and submit to the Owner three (3) sets of operating and maintenance data for mechanical, electrical, plumbing, conveying and other such equipment provided by the Contractor as part of Work. This data shall include all manufacturers' operating and maintenance instructions, original copies of warranties, bonds or service contracts etc. The data shall identify:
 - i. The Subcontractor or installer.
 - ii. The Maintenance Contractor, as appropriate.
 - iii. Local source of supply for parts and replacement.
- b. The Contractor shall compile and submit to the Owner three (3) sets of architectural product care and etc. data as applicable for Work performed by this Contractor. This data shall include manufacturer's recommendation for types of cleaning agents and methods; cautions against detrimental maintenance; original copies of warranties, etc.
- c. The Contractor shall submit operating, care and maintenance data for all items of Work upon Substantial Completion.

8. RECORD DRAWINGS AND SPECIFICATIONS

- a. The Contractor shall compile and submit to the Owner upon Substantial Completion of Premises:
 - i. One set of permit drawings and specifications. These drawings and specifications shall bear all stamps, signatures, notations, changes, approvals, etc. by the appropriate governmental agencies; a copy of the building permit(s) shall be included.
 - ii. One set of final working drawings and specifications, incorporating all revised drawings, sketches, details, etc. and marked to show any as-built conditions which deviate from the Drawings and Specifications. Include all shop drawings.

9. ADDITIONAL WORK

- a. In addition to the Work, Contractor shall, at no additional cost to Owner, Coordinate (defined below) the following Owner contracted work and supply the hoisting for such work:
 - i. Signage or graphics
 - ii. Voice and Data Communication
 - iii. Security Systems and related hardware.
 - iv. Furniture
- b. As used in this Section, the term "Coordinate" shall mean and include the following:

- i. Contractor shall provide a detailed schedule of work which includes work by Owner contracted subcontractors and suppliers, and their relationship to the overall project schedule and completion of the Work;
 - ii. Contractor shall notify Owner immediately in the event any or act which impacts on Contractor's Work or the punch list therefore;
- c. Contractor shall not be responsible for the performance or quality of work performed by an owner contracted subcontractor; however; Contractor shall to the best of Contractor's ability, during the course of Coordinating such work notify Owner promptly of any problems with respect to the quality, performance or scheduling of such work; and Contractor shall perform all scheduling, hoisting, rubbish removal and cleaning for the above listed Owner contracted subcontractors to the same extent and in the same manner contractor is required to perform such services for the Work performed by Contractor.

10. POST SUBSTANTIAL COMPLETION WORK

- a. Contractor acknowledges and agrees that, at no additional cost to Owner, upon Substantial Completion of Owner's Premises and up to and including Final Completion, Contractor shall Coordinate the Owner contracted work described in Section 1.9 above, including without limitation scheduling and providing therefore all hoisting and cleaning.

11. CONTRACTOR SERVICES

- a. The Contractor agrees to perform the following minimum list of services:
 - i. DESIGN DEVELOPMENT PHASE:
 - 1. Coordinate with consultants.
 - 2. Develop a recommended bidders list for approval.
 - 3. Lead interviews and inspections of subcontractors' facilities and projects.
 - 4. Develop forms and procedures for use in managing construction. Final format to be reviewed and approved by Owner.
 - 5. Contractor to develop a monthly executive report that will be updated each month during all phases of the project. Format to be approved by Owner.
 - 6. Work with the project team to assure a complete bid submittal packaged.
 - 7. Preparation of detailed cost estimates at completion of schematic design, completion of design development, and 75% completion of construction documents. Format to be approved by Owner.
 - 8. Develop a list of all long lead items at each drawing review and recommend alternate items or purchasing strategies to meet the construction schedule.
 - 9. Develop a detailed construction schedule based on the schematic design package, and continually update the schedule throughout the process of the project.
 - 10. Provide value engineering alternates throughout the design process.
 - 11. Work with the project team and the Municipality to verify code compliance and help facilitate the drawing approval and permit process.

ii. CONSTRUCTION DOCUMENTS PHASE:

1. Prepare a definitive cost estimate by trade, item and quantities. Format to be approved by Owner.
2. Review construction documents for code, construction and cost issues; participate in resolution.
3. Update construction schedule; address any issues that evolve.
4. Coordinate consultants and prepare minutes of meetings.

iii. CONSTRUCTION PHASE:

1. Architect and engineers to stamp and issue Permit Documents. Contractor to obtain all necessary permits, licenses and certificates.
2. Issue Bid Documents.
3. Analyze bids and make recommendations to owner for selection of successful bidders.
4. Coordinate and supervise the work of all subcontractors. Maintain full-time on-site staff to accomplish these goals.
5. Update the schedule and cost documents weekly and report progress to Owner.
6. Lead weekly job meetings and participate in resolving any issues.
7. Institute accurate on-site record keeping (e.g., daily logs, schedule, manpower, financial reports, purchase orders, contracts, material lists, submittals, shop drawings, change orders, supplemental instructions, ASKS, etc.). Owner will require a monthly project executive report. The Owner will advise on format/content.
8. Coordinate with all authorities, agencies, utility companies, building management etc. necessary to complete the project in compliance with all applicable codes and laws.
9. Establish programs to assure safety and cleanliness of site.
10. Establish systems for providing assurance of high-quality materials and installation of all items indicated in construction documents.
11. Coordinate shop drawing and submittal processes to assure that all items are appropriately reviewed, logged and approved. Keep accurate and up-to-date records of the status of all such items.
12. Coordinate and prepare requests for payment and process disbursements.
13. Control change order process. Institute a system to document the status of all change order requests. Report consequences of such changes to owner and consultants; make recommendations as to acceptability or desirability of each request.
14. Coordinate preparation of punch lists and assure that subcontractors complete their work.
15. Assemble all manuals, warranties, guarantees, etc.
16. Receive, check and log all necessary lien waivers, releases, etc.

All required costs for items shown on the following list must be included in the Contractor's General Conditions Cost Breakdown template. In addition, please note that all percentage quotes must use the direct cost of the work for their basis for computation of the final amount.

1. All on-site Personnel
2. General Liability Insurance and all Other Required Insurance

3. Temp Office & Storage Facilities
4. Temp Utilities
5. Temp Power & Lighting
6. Temp Heat -Ventilation - A.C.
7. Temp Sanitary Facilities
8. Temp Telephone
9. Temp First Aid Facilities
10. Temp Fire Protection
11. Temp Closures
12. Temp Stairs & Ramps
13. Temp Hoisting, Rigging and Platforms
14. All Temp Operations of Vertical Transportation Including Operators
15. Coordination & Cooperation with Owners Testing
16. Clean-up & Rubbish Removal
17. Pest Control
18. Security
19. Maintenance of Barricades,
20. Temp Entry
21. Coordination for Securing Permits with owner, project manager, architect, and permit expeditor
22. Premium Time required by building rules and regulations and s required to maintain schedules.
23. Submittals
24. Blue Prints
25. Schedules
26. Measurement & Layout Coordination
27. Field Engineering
28. Fees
29. Project Signs
30. Miscellaneous Tools
31. Miscellaneous Equipment & Expenses
32. Miscellaneous General Expenses
33. Verification of Existing Conditions
34. Messenger Service
35. Postage
36. Xerox Copies
37. Travel
38. Computer Rental
39. Interior Cleaning
40. Facsimile
41. Required Safety and Protection
42. Coordination of Owner Vendors
43. Services that have been omitted from this RFP, which are clearly necessary for the completion of all work, shall be considered a requirement although not directly specified or called for in the proposal and shall be clearly delineated in Cost Breakdown Template.

Exclusion of any General Conditions cost could be a basis for the rejection of the proposal.

Anticipated Selection Process and Schedule

August 13, 2019	Release RFP
August 16, 2019 @ 12:00 pm	Deadline to Register for Site Visit
August 21, 2019 @ 9:30 am	Non-mandatory pre-bid information and walk through (Old Post Office property)
August 22, 2019 @ 3:00 pm	RFP Clarification Deadline
September 3, 2019 @ 3:00 pm	Proposals due
October 10, 2019	Board Approval

Evaluation Criteria

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

1. The demonstrated record of experience of the firm in providing the professional services identified in this scope of work.
2. Quality of Proposal as reflected in the Project Approach. Candidate has affirmed each of the Owner's requirements for this project and demonstrates a clear understanding of the Owner's needs and clear direction toward completing the scope of work. Candidate has provided a project approach appropriate for the project considering the scope, budget, schedule, as well as site considerations.
3. Prior experience with similar projects.
4. Value Engineering. Provided a clear philosophy and methodology for mitigating risk during both the pre-construction and construction period.
5. 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 other factors based upon the professional judgment of those involved in the evaluation. A committee comprising internal CMAP staff and representatives of Wright Heerema Architects and Cresa will make the selection decision.

SECTION 3: Submittal Requirements

Proposals must be received at CMAP on or before 3:00 p.m. Tuesday September 3, 2019

Proposals should be submitted in the order presented:

Proposal Content

Proposers must respond to the following request for information, and in the order listed. The Proposal must be separated with section dividers [TAB] as noted follows:

1. COVER LETTER:

Include cover letter expressing the firm's interest and understanding of the CMAP's request for proposal. The letter should name all of the persons authorized to make representations for the Proposer and be signed by an authorized representative. In addition, please provide the following:

2. TAB 1 - FIRM BACKGROUND:

Please provide the following:

- a. Construction Contractors Board License Number
- b. Brief history of your firm
- c. Current bonding capacity
- d. GC shall include as a submittal to this RFP, a copy of the firm's current insurance coverage.

3. TAB 2 – PROJECT APPROACH:

Provide your strategic project approach summary: discussion of your firm's approach to the specific conditions of the proposed project, the successful GC services based on prior experience. Describe your firm's approach for assisting the Project Team control scope, budget and schedule. Describe any value-added services your firm will provide.

4. TAB 4 – EXPERIENCE ON OFFICE PROJECTS

Describe the relevant experience the GC firm has as it relates to the planning, design, and construction of office facilities. What other projects of similar size and complexity have the key individuals proposed completed.

Provide a listing, in chronological order, recently completed projects that are similar in size and scope executed by the key individuals proposed for these projects.

Information should include the following:

- a. Name of Owner, contact person, and current phone number.
- b. The architect of record, contact person, and current phone number.
- c. Brief description and location of the project and role in the project
- d. Completion date
- e. Final contract amount.

5. TAB 5 – SCHEDULING/ EXPEDITING:

Describe how you will ensure the project schedule will be met, and identify key challenges, specific to this project. Discuss any opportunities you see for expediting

the work. Identify any incentive you feel would be required to realize this expedited schedule.

6. TAB 6 – KEY INDIVIDUAL EXPERIENCE:

List the key individuals who will make up the team for this work, identify their roles, and describe their relevant qualifications and experiences with the GC. This information is required in addition to any detailed resumes the proposer submits. The contract will require that the GC commit these individuals to the project for its duration.

7. TAB 7 – PRELIMINARY PROJECT BUDGET

Provide a preliminary project budget based on the Schematic Drawings prepared by Wright Heerema. This budget will be used to confirm your understanding of the scope of the project and to determine your ability in working with the rest of the project team to establish and coordinate completed drawings that meet the budget requirements of CMAP.

8. Submit the “Cost Breakdown Template,” Attachment 1 (printed and Excel file), with all proposed pricing for this project.

9. Sign and submit the “Certificate Regarding Workers’ Compensation Insurance,” Attachment 2, the “Information to be provided by Bidder,” Attachment 3, and “FTA Certification Regarding Lobbying” Attachment 4.

Submission of Proposals

Proposals must be submitted to CMAP no later than 3:00 p.m. on Tuesday, September 3, 2019. The proposal should consist of one (1) paper copy of all proposals as well as one (1) electronic version in PDF format on a thumb drive. Please include the Excel file with the Price Proposal Form on the same thumb drive. 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. 220**
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@cmaphillinois.gov.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

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

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 Consultant 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 Consultant 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 the Consultant or to future performance of such terms or conditions and Consultant's obligation in respect thereto shall continue in full force and effect. Consultant 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 the Consultant 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 particulars 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 Consultant 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 Consultant 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 Consultant 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.
- g) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
- 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, but is required to submit invoices no later than fifteen (15) days after the end of each quarter. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the CONTRACTOR cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:

All invoices shall be signed by an authorized representative of the CONTRACTOR

- 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, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).

- c) Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each contractor, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the CONTRACTOR:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- d) The CONTRACTOR is required to pay all subcontractors within thirty days of receiving payment for that portion of the work from CMAP. Failure to pay subcontractors within thirty days may jeopardize future CMAP contract awards.

- 7) Compliance with Registration Requirements. The CONTRACTOR shall be registered with the Federal System for Award Management (SAM) and have a valid DUNS number. It is the CONTRACTOR'S responsibility to remain current with these registrations and requirements. If the CONTRACTOR'S status with regard to any of these requirements change, the CONTRACTOR must notify CMAP immediately.

- 8) 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.

- 9) 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.

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 \$2,500.00 or more, but less than \$10,000.00, 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 \$10,000.00 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. 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.
- e. CONTRACTOR certifies that to the best of its knowledge, its sub-grantees have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former

State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

- 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 14 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.
- 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.

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 of 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.

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 the 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, and 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

- 1) 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. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.
- 2) Lobbying.
- a. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension,

continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- b. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
 - c. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
 - d. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
 - e. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.
 - f. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- 3) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
 - f. The Age Discrimination Act (42 USC 6101 *et seq.*).

- 4) 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.
- 5) 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.
- 6) Debarment. The CONTRACTOR certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).
- 7) Audit Requirements. The CONTRACTOR shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).
 - 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. If A non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.
 - c. Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.
 - d. Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

- 8) Drug Free Workplace. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 9) 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. CMAP'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.
- 10) 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."
- a. 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.
- b. 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.
- 11) 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.
- 12) 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:

- a. Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
- b. 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;
- c. 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;
 - d. Will initiate and complete the work within the applicable project time periods;
 - e. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - i) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - ii) 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;
 - iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - v) 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;
 - vi) 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;
 - vii) 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;
 - viii) 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;
 - ix) 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
 - f. Any other nondiscrimination statute(s) that may apply to the project.
 - i) 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.*
 - g. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - i) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - ii) Notification of violating facilities pursuant to Executive Order 11738;
 - iii) Protection of wetlands pursuant to Executive Order 11990;
 - iv) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - v) 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.*;
 - vi) 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.*;
 - vii) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - viii) Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - ix) Contractor 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");
- x) 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.
- 13) Will comply with all other federal statutes applicable to the project, including but not limited to:
- a. 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:
 - i) 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,
 - ii) has the necessary legal authority under State and local laws and regulations to comply with: The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and 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
 - iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - v) 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,
 - vi) 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,
 - vii) 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,
 - viii) Contractor:
 - 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,
 - ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - xi) 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,
 - xii) will execute the necessary implementing amendments to FTA-funded third party contracts and subagreements,
 - xiii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - xiv) 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
 - xv) 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,
 - xi) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - xii) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - xiii) Executive Order 11593, which relates to identification and protection of historic properties;
 - xiv) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - xv) 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;
 - xvi) 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;
 - xvii) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and
 - xviii) 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
 - b. Contractor 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.
- 14) 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.
- 15) Bribery. The CONTRACTOR certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- 16) Clean Air and Clean Water Act. The CONTRACTOR certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).
- 17) Bid Rigging. The CONTRACTOR certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- 18) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 19) Education Loan. CONTRACTOR certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

- 20) 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.
- 21) 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.
- 22) Dues and Fees. The CONTRACTOR certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).
- 22) Pro-Children Act. The CONTRACTOR certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- 23) Motor Voter Law. The CONTRACTOR certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).
- 24) Health Insurance Portability Act. The CONTRACTOR certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.
- 25) Criminal Convictions. The CONTRACTOR certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 26) Illinois Use Tax. The CONTRACTOR certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 27) Environmental Protection Act Violations. The CONTRACTOR certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
- 28) Goods From Child Labor Act. The CONTRACTOR certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).
- 29) Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR certifies that it is in compliance with the terms and requirements of 31 USC 6101

- 30) 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.
- 31) 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.
- 32) 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 the 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 the 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 the CMAP's immunity to suit.
- 33) Fly America. The 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.
- 34) 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.
- 35) 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.
- 36) 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.
- 37) 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.
- 38) 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 CMAP of all required final reports.

- 39) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The Contractor agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

All of the requirements listed in Part 3, paragraphs 1 through 39 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 in addition to listing CMAP as an additional insured.
- 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 "FTA Certification Regarding Lobbying" Attachment 4 to the RFP for any proposals which may or will exceed \$100,000.
- 3) Professional Liability Insurance. The CONTRACTOR agrees to purchase and maintain throughout the term of this Agreement professional liability/errors and omissions (if legal, accounting, consulting IT or similar professional services are provided). The limit of such coverage shall be no less than one million dollar (\$1,000,000) per claim/occurrence and shall name CMAP directors, officers and employees as additional insured under such policy.
- 4) Commercial General Liability. The CONTRACTOR agrees to purchase and maintain throughout the term of this Agreement Commercial General Liability insurance, written in the occurrence form, and shall provide for operations of the Contractor: operations of the subcontractors (contingent or protective liability)" broad form property damage and hazards. The general aggregate limit of such coverage shall be no less than one million dollar (\$1,000,000) per claim/occurrence, and shall name CMAP directors, officers and employees as additional insured under such policy.
- 5) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles. The limit of such coverage shall be no less than one million dollars (\$1,000,000) per occurrence.
- 6) Umbrella Liability. Any policy shall provide excess limits over and above the other insurance limits stated above. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.
- 7) Bonds, General. The Contractor shall furnish a performance bond and a labor and materials payment bond covering the faithful performance of the contract and the payment of all obligations arising thereunder, in accordance with the Public Construction Act (30 ILCS 550). Each bond shall be in the full amount of the contract on forms provided by CMAP and executed by a surety acceptable to CMAP.

- 8) Apprenticeship and Training Certification. In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract.

The bidder shall include with this bid package the official Certificate of Registration or a verification letter from the US Department of Labor (USDOL) certified group program sponsor for the USDOL certified apprenticeship and training program of which the bidder is a member for each of the types of work or crafts that will be performed with the bidder's forces and for each of the types of work or crafts that will be performed by the subcontractor(s) (if the subcontractor is participating in an approved program at the time of bid).

Attachment 1: Price Proposal Form

Please download RFP 220 General Contractor ("GC") Services for Office and Meeting Space Attachment 1 Cost Breakdown Template from the CMAP website: <http://www.cmap.illinois.gov/about/requests-for-proposal>. Please complete the form, print, sign, date and attach to one printed copy of the RFP Proposal. Please include along with the (1) electronic version of the RFP response on a thumb drive.

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 and Any Identified Subcontractors

The Bidder and any identified subcontractors are 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. _____ SAM Cage Code: _____

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 MBE/WBE/VBE.**

IMPORTANT

All RFP responses without signed and dated Attachment 1 documents will be deemed unresponsive and will not be evaluated.

RFP responses without DUNS Numbers will be deemed unresponsive and will not be evaluated.

All contracted vendors MUST have a valid and ACTIVE System for Award Management (SAM) CAGE Code. If your firm does not have a CAGE Code, please begin the process now at www.sam.gov and register your entity. There is no fee for this registration.

CMAA CANNOT LEGALLY ENTER INTO A CONTRACTURAL RELATIONSHIP WITHOUT A VALID, ACTIVE CAGE CODE.

Attachment 4: FTA Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 _____, 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: _____