



Chicago Metropolitan Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607

312-454-0400
cmap.illinois.gov

May 8, 2024

REQUEST FOR PROPOSALS (RFP) NO. 300 Aerial Imagery

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested firms for Title as described in the enclosed Request for Proposals (RFP). If your team is qualified and experienced in performing the described services, CMAP would appreciate receiving your submission as indicated in the RFP.

CMAP will conduct a non-mandatory pre-bid information webinar on:

May 15, 2024, at 1:00 PM Central Time

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

Microsoft Teams

[Join the meeting now](#)

Meeting ID: 276 361 561 599

Passcode: iMbA3D

The deadline for responding to the RFP is:

May 22, 2024, by 3:00 PM Central Time

Thank you, and if you have any questions, please email us at procurements@cmap.illinois.gov



REQUEST FOR PROPOSALS (RFP) NO. 300 Aerial Imagery

The Chicago Metropolitan Agency for Planning (CMAP) invites vendors or consultants to submit proposals for this RFP as described in this scope of services. Please read each section carefully for information regarding the proposal and submittal instructions.

Section 1: Background and General Information

The Chicago Metropolitan Agency for Planning (CMAP) is the region’s metropolitan 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, transportation, and mobility. CMAP has adopted core values, which are: lead with excellence, pursue equity, passion for public service, drive innovation and foster collaboration. These values guide all of the decisions taken by the agency and the CMAP team. See www.cmap.illinois.gov for more information.

Through this solicitation, CMAP is seeking one (1) vendor from which to license online web-based software and associated high-resolution aerial photography to support urban planning initiatives.

As a result of responses to this RFP, CMAP plans to review submissions and potentially conduct interviews with selected submitters it determines can best meet the requirements outlined below. Negotiations will be held on both the scope and the cost to select the submitter that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to “Reservation of Rights” herein, it is anticipated that a contract will be awarded for the work described. The contract may be awarded for a for a term up to 24-months with three, one-year optional renewals.

Section 2: Scope of Services

The selected submitter is expected to complete the work tasks outlined the Scope Statement attached hereto as **Attachment 1**. This scope statement will be included in the final contract for services therefore any requested modifications or exceptions to the scope must be clearly stated in the Proposal Submittal Form. The granting of requested exceptions to the scope statement shall be at the sole discretion of CMAP.

Section 3: Submittal Requirements

Proposals must be submitted via email to CMAP at procurements@cmap.illinois.gov no later than 3:00 PM Central Time on May 22, 2024. There will be no public opening for this RFP. Late submissions will be rejected.

Other key dates

RFP Advertisement/Release	May 8, 2024
Pre-bid Meeting (optional)	May 15, 2024, at 1:00 PM Central Time
Deadline for Questions	May 17, 2024, by 3:00 PM Central Time
Anticipated Award Recommendation	May 29, 2024



All responses to this request for proposals must submit all required documents by the submission deadline in order to be considered for the solicitation. The required documents are outlined in the Submittal Requirements attached hereto as **Attachment 2**.

All RFP responses without all signed and dated required documents will be deemed unresponsive and will not be evaluated.

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

CMAA cannot legally enter into a contractual relationship without a valid, active cage code. 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.

Section 4: Proposal Evaluation

All responses to this request for proposals will be analyzed for completeness and cost effectiveness. The criteria outlined in the Evaluation Criteria attached hereto as **Attachment 3** will be used in evaluating submissions.

All timely responses received to this solicitation will be reviewed. CMAA does not anticipate conducting interviews for this solicitation but reserves the right to interview the selected submitters CMAA determines can best meet the above requirements, if needed. Cost will be evaluated against other factors based upon the professional judgment of those involved in the evaluation. An internal CMAA committee will make the selection decision.

As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held on both the scope and the cost to select the submitter CMAA believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

Section 5: Contractual Agreement and Rights

The contract CMAA 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, included herein as **Attachment 4** General Terms and Conditions, which will apply to the contract.

Said General Terms and Conditions apply to the solicitation to which this section is attached and to any contract that results from the solicitation. Signatories' proposals of this solicitation certify and agree that these conditions and procedures and terms and the conditions and any procedures specific to this project will be adhered to unless amended in writing. Therefore, any requested modifications or exceptions to the General Terms and Conditions must be clearly



stated in the Proposal Submittal Form. The granting of requested exceptions to the general terms and conditions shall be at the sole discretion of CMAP.

Once a contract is executed change requests made to personnel, titles, personnel hours, hourly rates or subcontractors, including subcontractor personnel, personnel hours or hourly rates must receive prior written approval from the CMAP procurement coordinator. Changes made without prior written approval will not be reimbursed.

Section 6: 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

List of Attachments:

- Attachment 1: Scope Statement
- Attachment 2: Submittal Requirements
- Attachment 3: Evaluation Criteria
- Attachment 4: General Terms and Conditions



ATTACHMENT 1: SCOPE STATEMENT

WORK PLAN NO.	PROJECT TITLE	DATE
2010.018, 2020.027	Aerial photography	05/07/2024

1. Procurement purpose

Through this solicitation, CMAP is seeking one (1) vendor from which to license online web-based software and associated high-resolution aerial photography to support urban planning initiatives.

2. Introduction

The selected vendor will be responsible for providing both up-to-date imagery, collected throughout the contract period, and archival aerial imagery covering the Chicago Metropolitan Planning Area (MPA), consisting of the Illinois Counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will, the DeKalb County Townships of Somonauk and Sandwich, and the Grundy County Township of Aux Sable.

Contract commencement date and duration. It is CMAP’s intention to obtain products/services, as specified in this RFP, through a Contract between the successful Vendor and CMAP. The contract duration shall be for a term of two (2) years with three (3) one-year optional renewals. The contract term shall commence from the date of mutual contract execution by CMAP and the contractor, provided that the web-based aerial service and up-to-date aerial photography spanning the Chicago MPA are both available within two weeks of the date the contract commences.

Single award. CMAP intends to make a single award as a result of this RFP. Vendors, either directly or through subcontractors, must be able to provide all products/services and meet all of the requirements requested in this solicitation. The successful vendor, the contractor, shall remain responsible for contract performance regardless of subcontractor participation in the work.

Contract type. This contract shall be a fixed-price contract with an annual percentage cost adjustment for optional years three through five.

Multiple or alternate proposals. Multiple or alternate proposals will not be accepted.

Award basis. A Contract shall be awarded to the responsible vendor submitting the proposal that has been determined to be the most advantageous to CMAP, considering both price and evaluation factors set forth in this RFP for providing the products and services as specified in this RFP.

Data sharing for CMAP studies. The contractor shall permit CMAP to share downloaded high-resolution images of areas under study to other CMAP contractors completing land use, transportation, accessibility, and community development studies, subject to data sharing arrangements to be mutually agreed upon. Such data-sharing shall be provided at no additional cost to CMAP or to the third-party contractors completing CMAP’s studies.

Contract extended to include other governmental agencies in northeastern Illinois. County, municipal, and other governmental agencies, separate and distinct from CMAP, may purchase from the contractor the data and services covered by this contract at the same maximum prices, scaled to the jurisdiction's size, to which CMAP would be subject under the resulting Contract. All such purchases shall constitute contracts between the contractor and that government agency; shall not constitute purchases by CMAP under this contract; shall not be binding or enforceable against CMAP; and may be subject to other terms and conditions mutually agreed to by the Contractor and the purchasing government agency. Prices shall be scaled to the geographic size of the government's jurisdiction.

Contract extended to include specific non-profit agencies in northeastern Illinois. Non-profit agencies including the DuPage Mayors and Managers Conference (DMMC), Northwest Municipal Conference (NWMC), West Central Municipal Conference (WCMC), Southwest Conference of Mayors (SCM), South Suburban Mayors and Managers Association (SSMMA), and Will County Governmental League (WCGL), separate and distinct from CMAP, may purchase from the contractor the data and services covered by this contract at the same maximum prices, scaled to the agency's geographic size, to which CMAP would be subject under the resulting Contract. All such purchases shall constitute contracts between the contractor and that non-profit agency; shall not constitute purchases by CMAP under this contract; shall not be binding or enforceable against CMAP; and may be subject to other terms and conditions mutually agreed to by the Contractor and the purchasing non-profit agency. Prices shall be scaled to the geographic size of the non-profit organization.

Illinois Freedom of Information Act (FOIA). CMAP and the vendor both acknowledge that the vendor's documents and dealings related to this contract are subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (FOIA, 5 ILCS 140/1 et seq.). The Chicago Metropolitan Agency for Planning is a government agency subject to the Illinois Freedom of Information Act. We are required to disclose information requested under the FOIA unless it falls under one of the exemptions identified in Section 7 of the FOIA. CMAP's FOIA Officer is required to make an independent determination whether the information must be disclosed.

2. Vendor experience qualifications.

To be considered reasonably acceptable for award, the vendor must provide proof that the vendor has at least 3 years of experience providing aerial photo data through a web interface. As proof of meeting this requirement, the vendor must provide with its proposal three (3) references from the past five years able to attest to the vendor's web-based aerial photo service experience.

3. Scope of Work

The scope of work includes, but is not limited to, the following:

- a. Provision of high-resolution aerial photo data through a web interface. Proposals should include screenshots of the web interface.
- b. Coverage of the entire Chicago Metropolitan Planning Area (MPA), including both developed and undeveloped regions, including Illinois Counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will, the DeKalb County Townships of Somonauk and Sandwich, and the Grundy County Township of Aux Sable. Proposals should include an image showing the current coverage extent of aerial images in the Chicago MPA.

- c. Aerial images shall have a spatial resolution of 3 inches or better, suitable for reliably discerning pavement markings on roads and streets. Proposals should include screenshot images of such high-resolution aerial photos.
- d. Aerial images shall be up-to-date. Aerial images for the region provided under this contract shall always be less than one year old. Proposals will be evaluated based on the number of aerial images per year to be provided under this contract. Vendors with both leaf-on and leaf-off images will be preferred. Proposals should include the number of aerial image coverages per year for the region that will be provided under this contract, and the dates of image coverages prepared for the Chicago MPA for the years 2021 through 2023.
- e. Archival coverages shall be provided. As new aerial coverages are provided, previous coverages shall remain available through the interface. Proposals will be evaluated based on the number of archival high-resolution coverages available at the time the proposal is submitted, including both the number of years archived and the number of archives per year. Proposals should include the number of years of archive high-resolution aerial images available and the number of coverages per year.
- f. Images shall be orthorectified in geo-referenced formats compatible with Geographic Information Systems (GIS), with the ability to download high-resolution images (3-inch resolution) for selected areas for use on local machines.
- g. 3-inch-resolution images shall be visible on the web interface, and shall not require a separate file-download process to view.
- h. The web interface shall include the ability to zoom in to images, zoom out, pan across the region. The minimum scale of the interface shall be no more than 1:350 (sufficient to view a single intersection). As users zoom out, raster pyramids, or an equivalent image data structure, shall facilitate faster image displays, as appropriate for the vendor's data architecture.
- i. Cloud data must be maintained on servers sited in the United States.
- j. ArcGIS Integration. CMAP uses Esri's suite of products including ArcGIS Pro, ArcGIS Online, and ArcGIS Enterprise. The vendor shall provide a web map service, image service, or other technology suitable for loading the vendor's georeferenced aerial photographs into ArcGIS Pro. The user shall be able to select from among the most recent aerial coverage or any archive coverages. The web service shall provide images at a spatial resolution of three inches or better.
- k. Vendor shall provide support. Responses to all inquiries shall be provided by the next business day.
- l. Provision of metadata documenting image capture dates, image specifications, post-processing methodologies, and any other relevant information.
- m. Adherence to industry standards and best practices for aerial photography acquisition and processing.
- n. Compliance with all legal and regulatory requirements related to data privacy, airspace regulations, and intellectual property rights.

4. Additional Submission Requirements

In addition to the submittal requirement outlined in the RFP, interested vendors are requested to submit proposals that include the following:

- a. References and experience:
 - i. Provide three (3) references from the past five years able to attest to the vendor's web-based aerial photo service experience.

- ii. Overview of the vendor's experience and qualifications in capturing and processing aerial photography data for urban planning purposes.
- b. Web interface:
 - i. Screenshots of the vendor's web interface.
 - ii. Images of high-resolution aerial photos in the web interface depicting pavement markings on Chicago-region roads.
 - iii. Proposals should include the number of aerial image coverages per year for the region that will be provided under this contract, and the dates of image coverages prepared for the Chicago MPA for the years 2021 through 2023.
 - iv. The number of years of archive high-resolution aerial images available and the number of coverages per year.
- c. Technical
 - i. Technical specifications of the proposed aerial imaging system, including camera type, resolution, and sensor capabilities, including identification of all of the raster bands collected (e.g., red, green, and blue light, near infrared, mid infrared).
 - ii. Georeferencing and Orthorectification: the proposed methods for georeferencing and orthorectifying the aerial imagery to ensure accurate spatial alignment and distortion correction. Evaluate the use of ground control points, GPS (Global Positioning System), and digital elevation models (DEM) to achieve precise geospatial accuracy.
 - iii. Quality Control and Assurance: the vendor's quality control procedures for ensuring the accuracy and reliability of the aerial imagery data. Evaluate measures such as image validation, metadata verification, and adherence to industry standards (e.g., ASPRS, ISO) to ensure consistent data quality throughout the acquisition and processing stages.
 - iv. ArcGIS integration: Provide instructions or a description and screenshots of the interface (e.g., web mapping service) between the vendor's aerial coverages and ArcGIS software, including capability to switch among various coverage dates.
 - v. Provide a description of the vendor-support offered, including the personnel, hours of operation, and the process to address bugs and service outages.
 - vi. Please identify any information in your proposal that could be considered exempt from FOIA, citing the exemption and reason why it should be exempt.



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ATTACHMENT 2: SUBMITTAL REQUIREMENTS - DATA PURCHASES OR SUBSCRIPTIONS

All responses to this request for proposals must submit **all** required documents by the submission deadline in order to be considered for the solicitation. The following documents are required:

1. **Proposal Submittal Form.** Submit the Proposal submittal form in the format provided along with all required executed sub-forms and certifications. The sub-forms and certifications include:
 - Project Examples - provide a minimum of three (3) and no more than five (5) examples of the Vendor team's relevant experience in producing similar work or other projects that the Vendor deems to be relevant to this solicitation.
 - Bidder Information - basic information for both the primary firm and any subcontractors
 - References - three (3) references that CMAP staff may contact regarding the Vendor's qualifications to undertake this project. Reference information shall include: organization name, contact name, title, phone number, email, and nature of relationship to reference.
 - Price Proposal Detail - with **all** proposed pricing for this data purchase or subscription.
 - Certifications - including Certification for Federally Funded Agreements and Specific Provisions Certifications Regarding Workers' Compensation Insurance; Bidder Information; DBE Information; and FTA Certification Regarding Lobbying
2. **Code Report.** A copy of the firms' SAMS.gov CAGE Code Report.
3. **Project Approach.** Provide a narrative proposal of the approach the applicant will use to complete the outlined scope of services to demonstrate understanding of the work. Include a narrative describing the combined qualifications and strengths of the firms and/or individuals on the team. Any recommended modifications to the scope should also be described.

Provide a project schedule that shows the activities and the estimated timeline for completion for each.

Submittal material for this section shall be a maximum of four (4) pages, with one (1) page being the project schedule.

4. **Optional - Project Example supporting materials.** In addition to the Project Examples Form, you may provide supporting materials for each of the three (3) to five (5) examples you listed.

Submittal material for this section shall be a maximum of two (2) pages in length for each example.

All RFP responses without all signed and dated required documents will be deemed unresponsive and will not be evaluated.

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

CMAP cannot legally enter into a contractual relationship without a valid, active cage code.

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.



ATTACHMENT 3: EVALUATION CRITERIA - DATA ACQUISITION OR SUBSCRIPTION

CMAP will evaluate all responses to this proposal request for completeness and cost-effectiveness. The evaluation criteria shall include:

- 1) **Capability with existing systems and technical support.** Demonstrated record of compatibility with CMAP's existing hardware infrastructure, operating systems, and software platforms and demonstrated record of responsive and effective technical support in addressing any queries or issues.
- 2) **Scalability and future-proofing.** Demonstrated record of easily accommodating growth and the ability to add additional channels or modules to expand as needs evolve.
- 3) **Reliability and accuracy.** Demonstrated record of meeting the data needs, sampling rate and resolution required and must be capable of processing data with minimal latency.
- 4) **User-friendliness and ease of integration.** Demonstrated record of providing intuitive and easy-to-use data compatible with common programming languages and software platforms and quality user training and documentation.
- 5) **Past performance.** Prior performance on previous CMAP contracts. Vendors who are or have been seriously deficient in current or recent contract performance, in the absence of evidence to the contrary or circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet these requirements. Past unsatisfactory performance is sufficient to justify a finding of non-responsibility.

(Bonus) **DBE/MBE/WBE/VBE Participation.** CMAP will award one (1) bonus point overall to those qualified prime consultant respondents who have been certified as a DBE by the Illinois Unified Certification Program (IL-UCP); as a Minority Business Enterprise (MBE), or Women-Owned Business Enterprise (WBE) by the City of Chicago; or as an MBE, WBE, or Veteran-Owned Business Enterprise (VBE) by Cook County.

Selection will be weighted and based on the following criteria:

Evaluation Criteria	Maximum Points
1) Compatibility with existing system	20
2) Scalability and future-proofing	25
3) Reliability and accuracy	30
4) User-friendliness and ease of integration	25
5) Past performance	Responsible or non-responsible
Bonus) DBE/MBE/WBE/VBE Participation	1
Cost	



Chicago Metropolitan Agency for Planning

ATTACHMENT 4: CMAP GENERAL TERMS AND CONDITIONS

Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

1) Complete Agreement.

- a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b. Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
- c. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- d. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
- e. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other 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 Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed

by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

- f. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
 - g. 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
 - h. 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) 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.
- 3) 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.
- 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. The 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: accounting@cmmap.illinois.gov

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 close of the fiscal year for multi-year contracts, or no later than fifteen (15) days after the end of this Agreement for shorter term contracts. 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. CMAP shall make every effort to pay invoices in accordance with its normal processes and procedures for all undisputed amounts within ninety (90) days of receipt of a valid invoice, provided CMAP, as applicable, received, approved and/or issued an acceptance for the particular component of work or phase of work included in said invoice. Transfer of funds will be made electronically, with a notification of the transfer will be made to the CONTRACTOR.

- d. 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:
 - i. 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).
 - e. 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) 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.
- 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 CONTRACTOR in support of their invoices.
- 9) Access to Records.
- a. The Contractor and its Subcontractor, 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.

The CONTRACTOR shall include a provision in all of its subcontracts, if any, such provisions.

10) 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.
- 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) 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.
- a. 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.
- c. 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.

- d. 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.
- e. 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.

- 15) 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.
- 16) 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 or required by law.
- 17) Reporting/Consultation. The Contractor shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.

- 18) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 19) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; epidemics, pandemics, 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 or inevitable, beyond the control and is not due to the fault or negligence of the party not performing.
- 20) Hold Harmless and Indemnity. Neither Party shall be liable for actions chargeable to the other party under this agreement including but not limited to, the negligent acts and omissions of the Party's agents, employees or subcontractors in performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be constructed as seeking to enlarge or diminish any obligation of duty owed by one Party against the other party.