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Agency for Planning

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August 9, 2010

**REQUEST FOR PROPOSALS (RFP) NO. 052**

**SELECTION OF IMPLEMENTATION AGENCY FOR PROJECT MANAGEMENT AND COORDINATION OF THE CHICAGO REGION RETROFIT RAMP-UP (CR3) PROGRAM**

Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested organizations and firms or team of firms to act as implementation agency for the project management and coordination of the *Chicago Region Retrofit Ramp-Up (CR3)* program as described in the enclosed Request for Proposals (RFP).

If your firm is qualified and experienced in performing the described services, CMAP would appreciate receiving your proposal as indicated in the RFP. The deadline for receipt of submissions in response to the RFP is **3:00 p.m., September 3, 2010**.

A non-mandatory pre-bid information session will be held on Monday, August 16 at 9:30 a.m. CST in CMAP's offices, 233 South Wacker Drive (Willis Tower), Suite 800. Firms may attend in person or by webinar/conference call. To attend in person, call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. Driver's license or state ID required for entry into building tower. To register for the webinar/conference call, send an email to [mmcgrath@cmap.illinois.gov](mailto:mmcgrath@cmap.illinois.gov) requesting RFP 052 webinar/conference call information. An email with the webinar/conference call information will be sent to all who have registered on Thursday, August 12.

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

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

Sincerely,

Margaret McGrath  
Grant/Contract Officer

Enclosure

CMAP RFP 052

## RFP NO. 052

### SELECTION OF IMPLEMENTATION AGENCY FOR PROJECT MANAGEMENT AND COORDINATION OF THE CHICAGO REGION RETROFIT RAMP-UP (CR3) PROGRAM

*The Chicago Metropolitan Agency for Planning (CMAP) invites appropriate institutions, organizations, or firms to submit proposals to act as implementation agency for the management and coordination of the Chicago Region Retrofit Ramp-Up (CR3) program as described in the enclosed Request for Proposals (RFP). Please read each section carefully for information regarding the proposal and submittal instructions.*

#### SECTION 1: Background and General Information

##### Project Background

On June 1, 2010, the U.S. Department of Energy issued 25 awards nationally through the competitive Energy Efficiency and Conservation Block Grant (EECBG) Retrofit Ramp-Up stimulus initiative (now known as the Better Buildings Initiative). A regional collaboration led by the Chicago Metropolitan Agency for Planning (CMAP) – in partnership with the City of Chicago Department of Environment, with support from the City of Rockford and suburban and regional stakeholders – was awarded \$25 million to transform the market for carrying out energy-efficient retrofits to commercial and residential buildings in northeastern Illinois.

The objective of the Chicago Region Retrofit Ramp-up (CR3) program is to build a comprehensive energy retrofit program which includes strategies to build a sustainable business model to aggressively retrofit commercial, industrial, and residential buildings across northeastern Illinois. CR3 accelerates the existing Chicago Climate Action Plan implementation strategy and the Chicago Energy Efficiency Building Retrofit Strategy, across the metropolitan Chicago region including Rockford, leveraging significant existing resources and program components from partners, financial institutions and utility companies. The implementation of the CR3 is further integrated into the region's comprehensive plan, *GO TO 2040*. Over the three-year grant period, the project is expected to retrofit as many as 8,000 units, leverage more than \$500 million in local investments, and create more than 2,000 jobs.

For a more complete description of each program component and the activities include, see a detailed program summary here:

[http://www.cmap.illinois.gov/uploadedfiles/blog/Recovery\\_Act/6-8\\_CR3\\_detailed\\_summary\\_UPDATED.pdf](http://www.cmap.illinois.gov/uploadedfiles/blog/Recovery_Act/6-8_CR3_detailed_summary_UPDATED.pdf).

The overall CR3 vision is to facilitate the transition of a fragmented retrofit market made up of a loose set of programs to a fully developed, efficient market that can operate with efficiencies of both scale and scope. When this happens, homeowners and business owners will have the information they need to make rational decisions about whether, how, and how much they desire to improve their energy performance. Financial products will be readily available to facilitate the installation of selected measures. And suppliers can respond to consumer demand for retrofits with consistent, efficient, and affordable solutions.

CR3 will be implemented by the selected implementation agency and CMAP's CR3 program manager with policy guidance from the Retrofit Steering Committee and the Project Partners, and will be directly accountable to CMAP for all reporting and accounting procedures. The Steering Committee will coordinate closely with the Project Partners on program development and provide strategic guidance and accountability for implementation.

### **About the Project Partners**

The Chicago Metropolitan Agency for Planning (CMAP) is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. By state and federal law, CMAP is responsible for developing *GO TO 2040*, metropolitan Chicago's first comprehensive regional plan. To be implemented starting in fall 2010, the plan will be based on a diverse, coordinated set of strategies to address projected population growth of 2.8 million new residents by 2040, which has significant implications for transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See [www.cmap.illinois.gov](http://www.cmap.illinois.gov) and [www.goto2040.org](http://www.goto2040.org) for more information.

The City of Chicago Department of Environment develops environmental policies, initiatives and programs, enforces the City's environmental code and regulations and works with other City departments, sister, state and federal agencies, businesses and not-for-profit organizations to protect and conserve our natural resources, prevent pollution, foster energy efficiency and engage Chicagoans in adopting environmentally-friendly behaviors. Mayor Richard M. Daley released the Chicago Climate Action Plan (CCAP), which is comprised of strategies and actions to meet Chicago's climate goals of reducing carbon dioxide equivalent emissions by 25% by 2020, and 80% by 2050. See <http://www.cityofchicago.org/city/en/depts/doe.html/> and [chicagoclimateaction.org](http://chicagoclimateaction.org) for more information.

### **About the Chicago Retrofit Steering Committee**

Membership currently includes leaders from the local natural gas and electricity utilities, the Illinois Department of Commerce and Economic Opportunity (DCEO), CEDA, the Northern Illinois Energy Project, CMAP, and the City's of Chicago and Rockford. The Steering Committee will play a lead role in program development and strategic planning, proposal review & selection, reviewing progress and performance monitoring and making recommendations for corrective action. The Steering Committee will also leverage technical advisory experts in weatherization, building science, ethnographic research, and market transformation among other disciplines to ensure that CR3 is fully implemented and obtains maximum impact.

### **Statement of Purpose**

The CR3 Project Partners are seeking a firm or team of firms to act as implementation agency for the project management and coordination of the Chicago Region Retrofit Ramp-Up (CR3) program and promoting its program goals. CMAP anticipates making one award (detailed below) under this Implementation Agency for Project Implementation of the Chicago Region Retrofit Ramp-Up Request for Proposal (RFP). Interested proposing firms must respond to all of the requirements outlined below. Proposals that do not incorporate 100 percent of all components listed below will not be considered. Proposing firms may use subcontractors to deliver one or more of the requested services. However, proposals that include the use of subcontractor(s) must identify one lead firm and clearly identify, with an organizational chart, any and all subcontractors. Proposing lead firms must clearly define the roles and responsibilities for the lead and any and all subcontractor(s). The lead agency is solely responsible for any and all sub-contractual business arrangements. The subcontractors will have no legal or contractual recourse to the Chicago Metropolitan Agency for Planning.

This is an opportunity to substantially shape our region's energy consumption patterns for decades to come, and the selected implementation agency should have a strong commitment to delivering high-quality services and products that help achieve the program's goal of transforming the energy retrofit market and assuring that information and financing products are made available to all building sectors across the region. The selected implementation agency will be responsible for assuring that all CR3 program components and funds are deployed in a manner that ensures that all new and existing retrofit resources are integrated into a comprehensive

regional retrofit strategy, and deployed efficiently and effectively, resulting in a significant uptake of retrofit activity across the seven-county region.

The selected implementation agency will coordinate, integrate and implement all key elements of the CR3 program in partnership with the CMAP's CR3 program manager. This implementation agency, reporting directly to CMAP and under the advisement of the Project Partners and Retrofit Steering Committee, will be responsible for tasks including but not limited to: program development and strategic planning, project management and execution, day to day communication with all grant sub-recipients, project reporting, compliance and monitoring of sub-recipients, and compliance with all federal regulations in accordance with the ARRA EECBG program. The implementation agency will work closely with the CMAP CR3 Program manager(s) to develop key performance indicators (KPI's) to assure that all CR3 benchmarks and goals are met, CR3 funds are obligated within the program timeframe, and that corrective courses of actions are suggested as needed. The Implementation Agency will be responsible for the daily management of program implementation, assuring that all objectives are met, and that program progress is continually communicated to the Project Partners and the Retrofit Steering Committee. As this program will be funded through an ARRA grant from the US Department of Energy, the selected firm may also be called on to meet with representatives from the Federal government performing monitoring functions.

Potential Services include:

1. Develop, deploy, manage and evaluate all key components of the CR3 program
2. Serve as a technical expert in the development of financing products, building a comprehensive information system, and in aligning workforce strategies
3. Coordinate the timely and efficient expenditure of all CR3 program funds spending
4. Alignment and coordination of all existing retrofit programs and resources (federal, state, private and philanthropic), with the CR3 program
5. Ensure that all grant sub-recipients are in compliance with ARRA guidelines and that reporting requirements are met
6. Data collection of all required Better Buildings documentation to be determined by the U.S. Department of Energy from CR3 sub-recipients and vendors including but not limited to regional information system sub-recipients, financial institutions, workforce sub-recipients and retrofit contractors
7. Develop and provide CMAP and the Chicago Retrofit Steering Committee quarterly progress reports and recommend corrective courses of action when needed
8. Ensure that all elements of the CR3 program are fully integrated and seamless, and that program goals are met
9. Develop and maintain relationships with key stakeholders and regional partners to maximize retrofit implementation potential
10. Develop and deploy a system for tracking and verification of building retrofits
11. Develop and deploy a customer service mechanism that tracks and resolves consumer issues

Section 2 describes these potential services and related products in greater detail. Proposals in response to this RFP should fully address the scope of services described below. Proposals should demonstrate a strong commitment not only to assisting CMAP to meet CR3 goals in a timely, cost-effective manner, but also to helping to promote the utilization of the retrofit program across the metropolitan region.

The selected implementation agency must have significant expertise in administering energy programs and communicating energy retrofit strategies to a variety of stakeholders. The selected implementation agency will be responsible for assisting in the development of all program components and in the full implementation of the CR3 strategy as outlined here. Proposals that

can leverage additional public, private or philanthropic energy efficiency resources for the purposes of the CR3 program is a plus, and will be awarded additional points in the scoring criteria.

Because one firm may not have the expertise in all of the aforementioned areas, CMAP will consider proposals that include one lead agency that will manage a team across areas of expertise. CMAP will enter into a single contract with one lead agency in which the contractor can either perform all tasks or subcontract a portion of the services (all subcontractors should be identified within the proposal). CMAP also recognizes that some potential firms that want to submit a proposal might only be interested in performing one or a few components of the project. In this case, CMAP encourages such agencies to seek out partnerships with other firms or organizations with complementary expertise to ensure that all qualifications are met as one comprehensive application.

The selected implementation agency must provide leadership for all regional retrofit activities taking place and therefore, priority will be given to applicants that are recognized and established leaders in energy conservation and have a regional presence. The Project Partners are looking for an implementation agency that can demonstrate established relationships with the Chicago metropolitan retrofit and workforce community and have a record of success in partnering with diverse constituents to take coordinated action in the public interest. Deploying innovative solutions will be among the important skill sets, and the firm should have access to a proven roster of regional thought leaders, both in the private and public sectors.

With this RFP, the Project Partners seek a firm or multi-talented team that can help the CR3 partnership manage a wide variety of partnerships and administer a comprehensive program that is consistent and effective. The selected firm should have expertise in crafting messages and materials, and in assisting in identifying and reaching target audiences. Firm or teams should also have a proven track record in implementing programs that entail a strong public messaging component. A strong record of success delivering large-scale IT solutions, including web-based information systems, is a plus.

The Project Partners also seek an implementation agency with the staff capacity to manage federal compliance and monitoring requirements. Preference will be given to applicants with demonstrated experience in federal grant administration particularly in terms of compliance and reporting, including Davis-Bacon, National Historic Preservation Act, National Environmental Protection Act and Buy American provisions.

The project partners also seek an implementation agency with expertise in developing or managing complex financing products for building retrofits or other related activities. The implementation agency should bring forth a team that has experience working directly with financial institutions in developing or administering financing tools and should demonstrate a strong understanding of the energy efficiency products currently out available in the marketplace including the barriers to market penetration.

### **General Information**

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected firm it determines can best meet the requirements outlined below. Negotiations will be held as necessary 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 the term of the contract(s) will be for a period ending in May 18, 2013.

## SECTION 2: Scope of Project and Procurement Details

### Scope of Services

The project requires a three-year commitment, including program development, implementation, evaluation and development of a sustainability plan beyond the three year grant program. Over the three-year period, the project is expected to retrofit as many as 8,000 units, leverage more than \$500 million in local investments, and create more than 2,000 jobs.

CR3 is funded for a three year period that began on May 18, 2010. All funds in the program must be allocated to specific projects within 18 months, by November 18, 2010, and expended by the end of the program period on May 18, 2013. The selected implementation agency will be responsible for integrating and overseeing multiple activities and tasks included in the CR3 program; these activities fall within four categories:

1. ARRA Compliance and Reporting
2. General Program Implementation
3. Increasing access to information
4. Increasing access to capital
5. Increase access to a trained workforce

Firms are also responsible for assuring the long-term viability of the program beyond the grant program and as the implementation agency they must plan to steward the program into the future.

While not exhaustive, the list is indicative of the skills and tasks required. The selected implementation agency will be expected to perform with a high standard of quality in the general program implementation activities as well as within the information, financial, and workforce development activities.

### ***ARRA Compliance and Reporting***

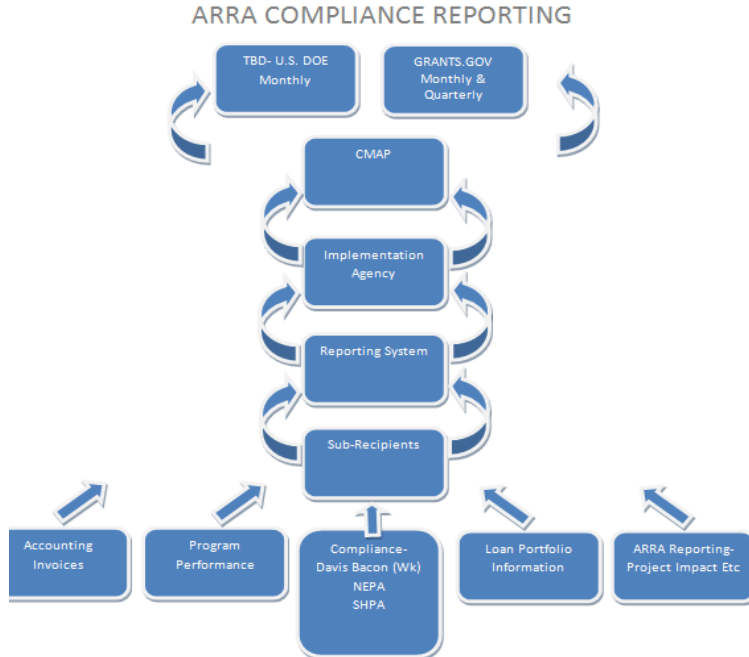
Through a series of RFP's to be issued later, CMAP anticipates contracting with 12-15 sub-recipients to deploy the various components the CR3 program (in addition to this implementation agency request for proposal) for the CR3 Project in three areas: (1) Information and Marketing (\$6,550,000), (2) Finance Vehicles (\$15,750,000) and (3) Workforce Intermediary (\$200,000).

CMAP has the ultimate responsibility for assuring that the program is in full compliance with federal regulations, however, the selected implementation agency will be responsible to CMAP for oversight of data collection, program reporting, and ARRA compliance with all program sub-recipients.

- Develop and administer ARRA compliance and reporting procedures including the management of report and data collection from all sub-recipients and vendors
- Deliver high quality compliance and reporting training to all sub-recipients and vendors that are subject to ARRA standards through the CR3 program including but not limited to monthly and quarterly Federal reporting requirements (TBD by the U.S. Dept of Energy), Davis Bacon, NEPA, SHPA, and Buy American
- Provide ongoing technical assistance to sub-recipients on ARRA compliance and reporting requirements
- Collect, record, and report project impact such as jobs created or retained, GHG emission reductions, # or retrofits, etc. by sub-recipient
- As this program will be funded through an ARRA grant from the US Department of

Energy, the selected firm may also be called on to meet with representatives from the Federal government performing monitoring functions.

The following graphic depicts the structure of the compliance and program reporting workflow.



### ***General Program Implementation***

The selected implementation agency is expected to serve as lead liaison for the CR3 program, responsible for the day-to-day communications with all CR3 sub-recipients including but not limited to market analysts, public relations or marketing agencies, web developers, community-based organizations, trade organizations, financial institutions, and workforce development organizations. The Implementation Agency will be responsible for general program management as well as the integration of all core components of the CR3 program. Tasks include:

- Assist CR3 project partners in the sub-recipient selection process including RFP development, proposal reviews, and contract negotiations
- Coordinate and facilitate strategic planning sessions among primary CR3 partners as needed for program development and implementation
- Identify, convene and coordinate appropriate advisory committees and task forces for core CR3 components as needed
- Deliver CR3 presentations to technical and public audiences
- Ensure that all elements of CR3 are fully integrated
- Facilitate information sharing between sub-recipients through facilitating meetings, webinars, listservs or other pertinent methods
- Ensure that CR3 program objectives are aligned with CMAP's *GO TO 2040* and the Chicago Climate Action Plan implementation strategies

- Stay abreast of emerging national and local energy efficiency trends by participation in forums, training seminars, and events including those hosted by the U.S. Department of Energy
- Develop results-based key performance indicators (KPI's) for tracking impact and implementation of all CR3 activity including building retrofit activity. Ensure that such KPIs are incorporated in all sub-recipients work plans and contracts
- Develop and adhere to project implementation plans for all CR3 components
- Develop and implement building retrofit tracking and verification plan
- Develop quality assurance/quality control program for all CR3 activities

***Access to Information***

The selected implementation agency will be responsible for developing a comprehensive regional information system that results in better access to quality retrofit information for all market segments including various building sectors and market segments. The regional retrofit information systems includes the development of a communications strategy, marketing and branding campaign, web-based information system, the development of energy audit tools, and direct community-based outreach strategies. While each of these individual components will be bid out to qualified sub-recipients the implementation agency will be responsible for the oversight and project management of each of these sub-recipients/components. Additionally, the Implementation agency will assure integration and consistency across each component. Further, the implementation agency will be responsible for developing a logical project completion schedule that assures that each component is deployed and completed in a manner that is most practical for meeting the CR3 program objectives in a timely fashion (for example, assuring the communications strategy is complete before development of the web-based system). Tasks include:

- Serve as the lead liaison for all information system sub-recipients
- Assist in the conception and execution of a coordinated regional campaign to drive consumer behavior in energy retrofits
- Assure consistency in all marketing, communications and outreach messaging and materials (including financial products, audit tools, etc.)
- Serve as primary content manager for web-based regional information systems working in partnership with web-developer sub-recipients
- Work collaboratively with key stakeholder groups to develop regional information system content
- Deliver a high-quality information system by providing guidance and leadership to the selected sub-recipient web developer
- Garner support and buy-in from key partners to assure that the information system is incorporated into, and featured on other energy efficiency provider web portals
- Ensure web-based CR3 information center is kept current, consistent across tools, correct and valid throughout the 3-year grant period and beyond
- Assure timely execution of communication strategies including the timely launch of the CR3 web-based information system that aligns with deployment of other CR3 core components
- The implementation agency will host the web-based information system within the organizations internal network or through a remote network location (cloud).
- Manage all print material production and assure consistency in branding and messaging of all materials across the CR3 spectrum



- Serve as the CR3 call center and/or technical assistance hotline.

### ***Access to Capital***

CR3 will utilize a portfolio-approach and invest in four financial tools for residential retrofits, and the commercial and industrial sectors. CR3 has allotted a significant amount of funds, for these activities. The tools in this portfolio will expand existing models, pilot innovative programs, and compliment the current set of financial incentives and tools offered by utilities, the State of Illinois, and other financial entities. The implementation agency will be responsible for assisting in the development of these new financing tools in partnership with the CR3 project partners. The implementation agency will be responsible for the day-to-day management and will work directly with the financial institution in bringing to bear new tools to the marketplace. Tasks include:

- Serve as the lead liaison for all financial product sub-recipients
- Provide technical expertise, policy guidance and general oversight in the development and deployment of CR3 financial products assuring that products are viable and participation is optimized
- Advise project partners on preparation of financing RFP's. Assist in conducting the procurement process to include promoting RFP's, reviewing proposals, and assisting in negotiations
- Work directly with the financial institutions on program design, set-up and implementation and assure that all benchmarks are met.
- Assist in the preparation of implementation agreements and in negotiating a loan facility and agreement with selected financial institutions
- Develop a plan for each finance program's start up and implementation
- Assure that financing products are fully represented in all information system components
- Assure that retrofit contractor community and other trade partners are fully aware of all the availability regional retrofit financing products
- Assure that financial products developed will be utilized and are easy to use by both building owners and contractors alike
- Assure that the proper marketing of new products is included in program development
- Work directly with the contractor community to assess what parameters are necessary for participation in financial product programs
- Develop minimum set of standards for contractor and auditors participating in the CR3 program- this may include developing a preferred contractor list to assure quality standard measures once the financial product passes from the financial institution to the contractor
- Develop reporting system and conduct trainings for all sub-recipients including contractors and vendors to assure ARRA compliance for all financial products
- Assure that ARRA funds are drawn down and obligated within three-year grant period
- Suggest corrective courses of action when needed
- Develop and execute compliance and monitoring plan to assure that buildings are retrofit in accordance with the U.S. Department of Energy and the American Recovery and Reinvestment Act
- Assure that the products and programs developed meet the retrofit goals set out in CR3

- Demonstrate and articulate which strategies are successful and why; as well as strategies that need to be re-worked to ensure success

### ***Access to Trained Workforce***

CR3 will seed an intermediary to connect a qualified, skilled workforce with retrofit jobs. The implementation agency will work with CR3 project partners to develop a workforce intermediary. The administration agency will be responsible for the development, implementation and integration of the workforce components of the CR3 program. While the workforce intermediary will be bid out to a qualified sub-recipient(s), the implementation agency will be responsible for general oversight and coordination of activities. Task include:

- Serve as the lead liaison for all workforce development sub-recipients
- Advise project partners on preparation of workforce RFP's. Assist in conducting the procurement process to include promoting RFP's, reviewing proposals, and assisting in negotiations
- Provide policy direction and oversight in the development of the workforce intermediary
- Ensure that additional workforce components including other existing programs and initiatives are integrated into all aspects of CR3
- Coordinate with other regional grant recipients of training and workforce development activities in Energy Efficiency Retrofits such as Pathways out of Poverty and the State Energy Sector Partnership to assure program alignment
- Ensure that the workforce development program is integrated with other aspects of CR3, including the information systems.
- Monitor the outcome of the workforce intermediary and ensure that all contract requirements are met
- Monitor the contractors performing retrofit work for CR3 to ensure that all contract requirements, including training, quality of work, and hiring requirements, are met.

The specific deliverables for the CR3 program will be defined in collaboration with the selected firm. Key deliverables might include:

- Development of a detailed management plan and implementation strategy (the strategy should be written in a way that is easily replicable)
- Monthly qualitative progress reports collected from each sub-recipient and aggregated into a summary report
- Collection and aggregation of monthly ARRA reports from each sub-recipient by a pre-determined date to ensure federal requirements are met
- Aggregation and delivery of quarterly progress reports to CMAP and steering committee, including key performance indicator scorecard results.
- Based on any key performance indicator shortfalls develop and present to the steering committee corrective courses of action
- Documentation of suggested corrective courses of action
- Development of alternative plans for expending CR3 programs should initial plans fail to meet program goals
- A process for gathering key stakeholder input throughout the grant period
- Development of a detailed CR3 program sustainability plan to ensure program continuation following the three year grant period

- A detailed program evaluation and assessment at the end of each grant year and including one final comprehensive CR3 program assessment at the termination of the three- year grant period
- A compliance and monitoring plan that ensures quality retrofits and mitigates the risk of fraud, waste and abuse to be approved CMAP and executed by the implementation agency
- A robust tracking system that tracks and verifies all retrofit activity
- Finance program design documents and implementation agreements

The Project Partners will work very closely with the selected implementation agency to formulate a clear implementation strategy and timeline for execution for all CR3 program components. The Project Partners will also work with the implementation agency to clearly define the roles and expectations of all sub-recipients and vendors involved in the CR3 program. The implementation agency will be expected to educate and reach out to local and regional decision makers to garner support of the program.

The CR3 program will be primarily executed by the implementation agency with direct oversight by CMAP and policy guidance from the Project Partners and Retrofit Steering Committee (and in consultation from sub-recipients and appropriate stakeholder groups).

#### **Selection Process Schedule**

On August 16th at 9:30 a.m. CST, a non-mandatory pre-proposal information session will be held in CMAP's offices, 233 South Wacker Drive (Willis Tower), Suite 800. Call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. Driver's license or state ID required for entry into building tower. To join by webinar/conference call, e-mail [mmcgrath@cmap.illinois.gov](mailto:mmcgrath@cmap.illinois.gov) requesting RFP 051 webinar/conference call information by Thursday August 12<sup>th</sup> at noon.

August 9:	Issue RFP
August 16:	Pre-proposal meeting
September 3:	Proposal deadline
September 20 and 21:	Interview finalists
October 13	Estimated CMAP Board approval of contract

#### **Evaluation and Award Process**

All proposals submitted in response to this RFP will be reviewed and analyzed for completeness and the expertise in performing the scope of work requested.

The following criteria will be used in evaluating proposals:

1. Organization Capacity (40 points total)

Demonstrated experience in managing energy efficiency projects (15 points); federal grants (10 points); and other related experience (15 points). Factors to be considered include:

- a. The overall capacity of firm or team of firms to meet all CR3 objectives;
- b. Previous experience in deploying programs of mutual scale and scope;
- c. The experience and reputation of the agency in completing similar projects on-time and within budget;
- d. Demonstrated experience in collaborative and inclusive approaches to program execution;

- e. Expertise in developing and implementing multi-dimensional building retrofit or other energy efficiency programs;
  - f. Knowledge and expertise in energy efficiency financial products including direct experience in developing or deploying innovative financial tools;
  - g. Demonstration in solving existing and reoccurring problems with new and innovative solutions;
  - h. Expertise in delivering complicated web-based IT solutions in multi-stakeholder environments;
  - i. Excellent reputation and credibility in executing energy or other related programs;
  - j. Excellent capability in implementing complex and multi-faceted programs;
  - k. Excellent reputation in the Chicago, Northern Illinois, and/or national arenas;
2. Project Approach (20 points)
- a. Responsiveness of the proposal to the scope of services;
  - b. Demonstration of goal-oriented approach to energy conservation and project management;
  - c. A sound approach to program management and meeting all programs goals and objectives;
  - d. Demonstration of a clear understanding of the retrofit market and the current barriers to market transformation;
  - e. Demonstrated knowledge of efficiency finance products, comprehensive information systems; and workforce development;
  - f. Demonstrated comprehension of federal grant requirements;
  - g. Proposed key stakeholder engagement plan;
  - h. Proposed approach for producing a long-term sustainability plan;
  - i. Proposed approach to completing projects on time;
  - j. Proposed project evaluation methods;
  - k. Proposed building monitoring and tracking plan;
3. Proposed Management Structure (including any sub-contractors) & Timeline for Completion(10 points)
4. The qualifications of personnel to be assigned to the project (including any sub-contractors) (15 points)
5. Proposal cost. (10 points)
6. The reputation of the firm based on references. (5 points)
7. Ability to leverage outside resources (an additional five points can be awarded in this category)

All timely responses received to this RFP will be reviewed and interviews may be conducted with selected submitters that the Project Partners determine can best meet the above requirements. Proposers who are deemed most responsive may be asked to answer questions from the Project Partners.

Upon contract execution, the recommended firm will be required to submit a project plan to include a timeline that meets the May 18, 2013 grant completion deadline for final submission of deliverables including important benchmarks throughout the grant period.

## SECTION 3: Submittal Requirements

**Proposals must be received at CMAP on or before 3:00 p.m. September 3, 2010**

Submissions should be no longer than 25 pages in length, but they must be complete in responding to the RFP's major themes and be submitted in the order presented:

- A. Executive Summary (no more than one page):
- B. Organizational Capacity:
  - Provide a description of organizational history and current status including services, projects, staff capacity, and a proven track record of success (include a description of the lead agency as well as any proposed subcontractors/partner firms)
  - Past Experience in managing multiple programs related to building energy retrofit programs: provide a description of similar work that the agency, partners, and designated staff has completed in the past few years. Indicate goals that were set, if those goals were met, and lessons learned.
  - Past Experience in Federal Grant Administration: provide a detailed description of any previous experience in federal grant administration by either the agency or key staff personnel including a complete description of specific grant reporting, compliance (NEPA, SHPO, Davis Bacon, etc) and administrative responsibilities.
  - Other Relevant past experience: provide a detailed description of other pertinent past experience including launching public awareness campaigns, developing information systems, deploying workforce programs and/ or developing financial products. Provide examples of how innovative solutions were applied to address complicated problems in past experiences. Indicate goals that were set, if those goals were met, and lessons learned.

Submissions should include in an appendix, relevant materials that demonstrate the past experience to execute projects with related components and objectives. Including, where appropriate, descriptions of federal grant administration, building partnerships among different stakeholders across the region, challenges the agency overcame, and solutions that ultimately achieved the goals. Materials should demonstrate the firm's holistic approach to their services. Respondents are encouraged to send publications, videos, web links, and any other evidence of accomplishments.

- C. Project Approach: The project approach narrative should describe the steps required to deliver the elements outlined in the project scope of services. Submissions should also clearly state and describe proposed approaches to: a) developing and achieving the program objectives b) executing and integrating the CR3 program components with existing energy efficiency programs, c) developing a sustainability plan that ensures that the CR3 program continues beyond the three-year grant period. Provide an in depth narrative of the proposed project approach to implementing the Chicago Region Retrofit Ramp-up including details on communication, program integration, a process for engaging stakeholder groups, ensuring compliance. and reporting data are complete and accurate, monitoring building performance, evaluating progress, and recommending

corrective actions when necessary. Include examples of how the proposed activities might use innovative solutions to approach existing market barriers.

- D. Proposed Management Structure & timeline for completion: proposals should include an organizational chart for the CR3 proposed activities and a description of key roles and responsibilities for all key staff and any subcontractors. Proposals should also include a high-level timeline for program deployment.
- E. Proposed staffing plan: Provide specific information about the project manager(s), partners and staff to be assigned to the project, including relevant experience. The staffing should reflect the actual project leads, not simply the senior leadership of the firm. Resumes should be attached as an appendix.
- F. At least three references, including individual contact name, name of company and phone number, that the Project Partners may contact regarding the consultant's qualifications to undertake this project.
- G. A detailed price proposal demonstrating the cost-effectiveness: Submit the "Price Proposal Form", Attachment 1, including staff name, description of role, hours worked, hourly rate, and total labor costs as well as fixed expenses.
- H. A description of additional leverage or in-kind support. Resources may include cash or in-kind contributions of services, equipment, or supplies allocated to the proposed program. It might also include other program resources provided by governmental entities, public or private organizations, and other entities that can be leveraged for the purposes of the CR3 program. (include in appendix)
- I. Letter of Commitment (as attachments) If the lead applicant is sub-contracting or relying on any other organization to do some of the work, provide services or equipment, or contribute leveraged resources (see G above), include a letter from that organization describing their planned participation and commitment.
- J. The respondent shall also sign and submit the "Certificate Regarding Workers' Compensation Insurance", Attachment 2, and the "Information to be Provided by Bidder", Attachment 3.

### **Submission of Proposals**

Three (3) paper copies of all proposals as well as one (1) electronic version in PDF format on CD ROM must be submitted no later than 3:00 p.m., September 3, 2010. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of RFP by fax or e-mail is not acceptable. Submissions may be delivered to CMAP in person or sent (by U.S. Postal Service or other reliable means) to the following address:

Chicago Metropolitan Agency for Planning  
Attn: Grant/Contract Officer  
Response to RFP No. 052  
233 S. Wacker Drive, Suite 800  
Chicago, IL 60606

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened.

Questions may be referred to Margaret McGrath, (312) 386-8788 or Email: [mmcgrath@cmapp.illinois.gov](mailto:mmcgrath@cmapp.illinois.gov).

## SECTION 4: Contractual Agreement and Rights

### Contractual Agreement

The contract CMAP anticipates awarding as a result of this RFP and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Section 5 hereto, and Special Provisions, Section 6 hereto, and Attachment 4 "Information to be Provided by Firm at Contract Execution" which will apply to the contract.

### Reservation of Rights

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

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

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

Materials submitted in connection with this RFP become the property of the Chicago Metropolitan Agency for Planning regardless of whether or not the proposing organization's proposal is selected.

## SECTION 5: General Provisions

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

### 1. Complete Agreement.

- a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b. Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
- c. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by Contractor or to future performance of such terms



or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.

- d. CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
  - e. Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
  - f. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
2. Chicago Metropolitan Agency for Planning Designee. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
3. Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
4. Reports and Methods of Payment.
- a. Based on services performed, Contractor may submit invoices as frequently as once a month. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:  
  
[accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov)
  - b. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services

and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing.

- c. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized.

5. Audit and Access to Records.

- a. The Contractor and its subcontracts under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the Contractor and its subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:

- (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

- b. The Contractor shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

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

- 6. Suspension. If the Contractor fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Contractor, suspend the Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations of funds pending corrective action by the Contractor. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Contractor in writing that the Agreement has been terminated by reason of default in accordance with paragraph 11 hereof. CMAP may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget Circular A-87 in effect on the date first above written.

7. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
  - b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the Contractor is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
  - c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Contractor's default. If Termination by Default is effected by the Contractor, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Contractor for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Contractor relating to commitments which had become firm prior to termination.
  - d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
  - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
  - f. In the event the Contractor must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
8. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
9. Equal Employment Opportunity. The Contractor will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The Contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their

race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The Contractor shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. Small and Minority Business Enterprise. In connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

11. Political Activity. No portion of funds for this subcontract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

12. Prohibited Interest.

a. No officer or employee of CMAP and no member of its governing body and no other public official of any locality in which the Project objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any subcontract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such subcontract or in the work to be performed under such contract.

b. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.

c. The Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

13. Federal Reporting Standards.

a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.

b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.

- c. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

14. Assignment.

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

15. Subcontracts.

- a. Any subcontractors or outside associates or consultants required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or consultants will be subject to the prior approval of CMAP.
- b. All subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

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

17. Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.

18. Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's

offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

19. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
20. Workers' Compensation Insurance. The Contractor and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
21. Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters.
22. Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, the contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.
23. Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

### **Federally Funded Agreements**

All of the requirements listed in **Federally Funded Agreement Certifications**, contained in Attachment 4, "Information to be Provided by Firm at Contract Execution", apply to the federally funded project. The selected firm will be required to sign the certifications and agree to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

## SECTION 6: Special Provisions

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

**Attachment 1: Price Proposal Form**

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposal (RFP) 052 for selection of an implementation agency for the project management and coordination of the *Chicago Region Retrofit Ramp-Up* (CR3) program dated August 9, 2010, the undersigned, as an individual(s) with the authority to bind the Proposer, understands and agrees to the specifications, terms, conditions and provisions of the RFP and prices proposed below unless otherwise modified by mutual agreement of the parties. It is also agreed that the proposal submitted in response to the RFP is valid for ninety (90) calendar days from the proposal due date.

Please enter pricing into the follow matrix. Please provide additional specifics where possible. Attach additional sheets if necessary. For ease of entry, feel free to copy and paste the table into an Excel spreadsheet; insert lines as necessary. If price structure is variable by which of the firm's employees are assigned, please specify the employee billing level, the cost per hour for this level, and the total number hours to be billed at this level. Information for any subcontractors must be included as well.

**Personnel**

Name	Position Title	Year 1			Year 2			Year 3			Project	Project
		Time	Pay Rate	Total	Time	Pay Rate	Total	Time	Pay Rate	Total	Total	Total
			(annual)	Budget		(annual)	Budget		(annual)	Budget	Hours	Dollars
Staff				-								
Staff												
Staff												
Fringe												
Overhead												
Total, Personnel												

**Other Costs**

The following chart details on the supplies need for this grant.

Items	Year 1	Year 2	Year 3	TOTAL	Cost Basis
Total, Other costs					



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

Name	Position Title	Year 1			Year 2			Year 3			Project	Project
		Time	Pay Rate	Total	Time	Pay Rate	Total	Time	Pay Rate	Total	Total	Total
			(annual)	Budget		(annual)	Budget		(annual)	Budget	Hours	Dollars
Staff												
Staff												
Staff												
Fringe												
Overhead												
Total, Personnel												

Total Cost for all three years for entire project \_\_\_\_\_

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

Addendum Number Date Received

\_\_\_\_\_  
\_\_\_\_\_

If awarded a contract, the undersigned hereby agrees to sign the contract and to furnish the necessary certificates if any.

Proposer's Authorized Signatory (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 2: Certificate Regarding Workers' Compensation Insurance**

Certificate Regarding Workers' Compensation Insurance

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

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

Bidder/Contactor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Date \_\_\_\_\_

**Attachment 3: Information to be provided by Bidder**

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

Firm Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Business Address:

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

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

Organized under the laws of state of: \_\_\_\_\_

Business License No.: \_\_\_\_\_ Business License Expiration Date: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

a. \_\_\_\_\_  
\_\_\_\_\_

b. \_\_\_\_\_

c. \_\_\_\_\_  
\_\_\_\_\_

Bidder hereby certifies that it (check one): \_\_\_\_\_ IS \_\_\_\_\_ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined Sec. III, provision 31g1). If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.

**Federally Funded Agreement Certifications  
Department of Energy – Chicago Region Retrofit Ramp-Up (CR3)**

- A. Standard Assurances.** The Undersigned assures that it will comply with all applicable federal statutes, regulations, executive orders, federal circulars, and other federal requirements in carrying out any project supported by federal funds. The Undersigned recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Undersigned agrees that the most recent federal requirements will apply to the project.
- B. Certification Regarding Lobbying.** The Undersigned certifies, to the best of his or her knowledge and belief, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The Undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. Additional Lobbying Representation.**

Undersigned which are described in section 501(c)(4) of the Internal Revenue Code of 1986 and engage in lobbying activities after December 31, 1995, are not eligible for the receipt of Federal funds constituting an award, grant, or loan.

As set forth in section 3 of the Lobbying Disclosure Act of 1995 as amended, (2 U.S.C. 1602), lobbying activities are defined broadly to include, among other things, contacts on behalf of an organization with specified employees of the Executive Branch and Congress with regard to Federal legislative, regulatory, and program administrative matters.

Check the appropriate block:

The applicant is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986?  Yes  No

If you checked "Yes" above, check the appropriate block:

The Undersigned represents that after December 31, 1995 it  has  has not engaged in any lobbying activities as defined in the Lobbying Disclosure Act of 1995, as amended.

**D. Nondiscrimination Assurance.** As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, the Undersigned assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Undersigned receives federal assistance awarded for this Program.

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

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of project services or benefits may be filed with U.S. DOE. Upon request by U.S. DOE, the Undersigned assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its Title VI implementing procedures as U.S. DOE may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d,.

**E. Control of Property.** Undersigned certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

**F. Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

**G. Debarment, Suspension, and other Responsibility Matters**

(1) The Undersigned certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Undersigned is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**H. Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 et seq. require the following:

- 1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
- 2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
- 3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in (OMB) Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
- 4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Contractor's fiscal year.

**I. National Environmental Policy Act (NEPA) Requirements.** To the extent applicable, the Undersigned certifies it will comply with the NEPA requirements. Use of Federal funds is restricted if action would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. You are prohibited from implementing energy efficiency improvements and renewable energy generation opportunities, including demolition, repair, replacement, installation, construction, disposal, or alteration activities until such time that you comply with the Waste Stream and Historic Preservation clauses.

**J. National Historic Preservation Act (NHPA).** To the extent applicable, the Undersigned certifies it will comply with the NHPA requirements. Prior to the expenditure of project funds to alter any historic structure or site, the Undersigned will ensure that it is compliant with Section 106 of the NHPA, consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places.

**K. The American Recovery and Reinvestment Act (ARRA) of 2009.** The Undersigned certifies it will comply with all terms and conditions in the ARRA relating generally to governance, accountability, transparency, data collection and resources as specified in ARRA.

1. Flow Down Requirement. The ARRA special terms and conditions must be included in any subaward.
2. Segregation of Costs. The obligations and expenditures related to funding under ARRA must be segregated.
3. Prohibition on Use of Funds. None of the funds provided under this agreement derived from ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
4. Protecting State and Local Government and Contractor Whistleblowers. ARRA Section 1553 states that an employee of any non-Federal employer receiving covered funds under the ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties to certain agencies, organizations or individuals information that the employee believes is evidence of specified actions.
5. False Claims Act. Recipient and subrecipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.
6. Reporting and Registration Requirements Under Section 1512 of the Recovery Act. Recipients and subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal numbering System (DUNS) Number (<http://www.dnb.cm>) is one of the requirements for registration in the Central Contractor Registration.
7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available through ARRA should be American-made.
8. Wage Requirements. ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.
9. Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients. To maximize the transparency and accountability of funds authorized under ARRA recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.
10. Davis-Bacon Act and Contract Workhours and Safety Standard Act. If applicable, Recipient must perform requirements of the Davis-Bacon Act.

**L. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D).** As required by OMB, Undersigned certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including

funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.

2. Will give the U.S. Secretary of Energy, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
  - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
  - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
  - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
  - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
  - The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 et seq., relating to nondiscrimination on the basis of drug abuse;
  - The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C 4541 et seq., relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - The Public Health Service Act of 1912, as amended, 42 U.S.C. 201 et seq., related to confidentiality of alcohol and drug abuse patient records;
  - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
  - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided; and
  - Any other nondiscrimination statute(s) that may apply to the project.

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through L apply to the federally funded project. The Undersigned agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

**SIGNATURE**

As the duly authorized representative of the contractor, I hereby certify that the contractor will comply with the above certifications.

Name of Contractor: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE