



Chicago Metropolitan Agency for Planning

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November 15, 2010

REQUEST FOR PROPOSALS (RFP) NO. 056

Development and Implementation of the Chicago Region Retrofit Ramp-Up Information System (CR3 IS) For the Chicago Region Retrofit Ramp-Up (CR3) Program

American Reinvestment and Recovery Act through the U.S. Dept. of Energy Energy Efficiency & Conservation Block Grant Program (EECBG) BetterBuildings Initiative

Chicago Metropolitan Agency for Planning (CMA) is requesting proposals from firms to develop and implement the Chicago Region Retrofit Ramp-Up Information System (CR3 IS) as described in the enclosed Request for Proposals (RFP).

If your firm is qualified and experienced in performing the described services, CMA 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., December 13, 2010.

A non-mandatory pre-bid information session will be held on Monday November 22 at 9:30 a.m. CST in CMA'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 CMA 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 requesting RFP 056 webinar/conference call information. An email with the webinar/conference call information will be sent to all who have registered on Thursday, November 18.

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. CMA 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

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SECTION 1: Background and General Information

Project Background

In May, 2010, the U.S. Department of Energy announced 25 awards nationally through the competitive Energy Efficiency and Conservation Block Grant (EECBG) Retrofit Ramp-Up stimulus initiative (now known as the BetterBuildings 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 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 at least 8,000 units of residential, commercial and industrial properties, leverage more than \$500 million in local investments, and create more than 2,000 jobs.

Key Terms and Definitions for this RFP can be found in **Appendix A**. For a more complete description of each program component and the activities include, see a detailed program summary here: <http://www.cmap.illinois.gov/energy>.

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. The intended outcome is for home and business owners to have the necessary information to make rational decisions about why and how they can improve their energy performance as part of a cost-savings measure, among other co-benefits. Financial products will be readily available to facilitate the installation of selected measures. Suppliers will be able to respond to consumer demand for retrofits with consistent, efficient, and affordable solutions.

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. CMAP developed and now leads the implementation of *GO TO 2040*, metropolitan Chicago's first comprehensive regional plan in more than 100 years. To address anticipated population growth of more than 2 million new residents, *GO TO 2040* establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See www.cmap.illinois.gov for more information.

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) in 2008, which is comprised of strategies and actions to meet Chicago's goals of reducing carbon dioxide equivalent emissions by 25% below 1990 levels by 2020, and 80% by 2050. See [http://www.cityofchicago.org/city/en/depts/dae.html/](http://www.cityofchicago.org/city/en/depts/dae.html) and <http://www.chicagoclimateaction.org> for more information.

The Chicago Region Retrofit Steering Committee's mission is to align missions and leverage resources, both technical and financial, to ensure that CR3 is fully implemented and obtains maximum impact. The Steering Committee plays a lead role in program development and strategic planning, proposal review & selection, reviewing progress and performance monitoring and making recommendations for corrective action. Membership currently includes leaders from [ComEd](#), [Peoples/North Shore Gas](#), [Nicor](#), [Illinois Department of Commerce and Economic Opportunity \(DCEO\)](#), [Illinois Science and Technology Coalition](#), [CEDA](#), the [Northern Illinois Energy Project](#), [CMAP](#), and the Cities of [Chicago](#) and [Rockford](#).

About the CR3 Program

The CR3 program initiates and manages program development, deployment, ongoing consultation, and evaluation of the necessary elements of a successful regional retrofit strategy. During the initial three year grant period funded by the U.S. Department of Energy, the CR3 program will retrofit at least 8,000 units, leverage more than \$500 million in local investments, and create more than 2,000 jobs.

CMAP anticipates issuing a series of RFPs and will contract with a number of firms to deploy various components of the CR3 program focused around three major initiatives. These initiatives and their total available budgets include:

1. **Access to comprehensive information (\$6,550,000)**, which includes a Communications Strategy (Market Research, Branding, and Community Outreach), the CR3 Information System, and Building Energy Tool(s).
2. **Functional finance tools (\$15,750,000)**, which includes five (5) financing products including a commercial/industrial Loan Loss Reserve product and four single and multi-unit focused residential products.
3. **Access to a trained workforce (\$200,000)**, consisting of an energy efficiency retrofit Workforce Intermediary.

CMAP has the ultimate responsibility for assuring that the program is in full compliance with federal regulations, however, the selected implementation agency, CNT Energy, will be responsible to CMAP for day-to-day management of sub-recipients, oversight of data collection, program reporting, and ARRA compliance with all program sub-recipients. CNT Energy will also 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 the CR3 Information System sub-recipient(s) in this proposal. The firm chosen to lead the activities in this RFP will be accountable to both CMAP and CNT Energy for all reporting and accounting procedures.

About the CR3 Information System

The CR3 Information System (CR3 IS) will be a key resource in addressing area #1, access to comprehensive information in the seven-county, northeastern Illinois region including the City of Rockford. The CR3 IS is comprised of both a back-end database that captures and categorizes information and tools that can be used on partner websites as well as a full-service customer facing website. The tools and information that will be made available through the CR3 IS include, but will not be limited to, a library of energy efficiency information and education, qualified contractor directories, and comprehensive information on financing resources.

The research underlying the CR3 IS identified that no single communication channel would be effective across a broad group of users. Instead, what was required was to develop an infrastructure that captured and categorized the relevant information, and made it accessible to be published dynamically on multiple

websites targeting different consumers. Both the back-end database and customer-facing website should be included in any successful application. The CR3 IS will leverage concurrently-developed customer segmentation strategies and market research to help guide the information system development. This will allow the delivery of the right information to the right person, at the right time, through the right communication channel. It is vital that the content and presentation of the information be engaging and useful to potential users, increasing its impact on the retrofit market. New and innovative data analysis tools as well as customer support mechanisms are preferred.

The CR3 IS will also integrate with Building Energy Tool(s), which will be determined through a separate RFP process. The CR3 IS design, organization, and functionality will be collaboratively developed by the successful bidder under the advisement of CMAP and the Retrofit Steering Committee with support from CNT Energy. CMAP will be responsible for identifying and securing hosting for the CR3 IS and for overseeing the creation and acquisition of all of the energy efficiency related content.

The successful applicant will deliver the CR3 IS as described, including the following five core functions:

- 1) **Content Management System** - Will allow for the entry of energy efficiency related content, the management of the content approval process and publishing of new content to the Customer Facing Website.
- 2) **Content Distribution Module** – Will enable the widest distribution of the CR3 IS content and functionality through other organization’s websites.
- 3) **Integration to Building Energy Tool(s)** – Will integrate building energy tool(s) into both the Customer Facing Website and also make available through the Content Distribution Module.
- 4) **Customer Facing Website** - Will be used by a range of customer types to support their energy efficiency retrofit activities.
- 5) **Customer Segmentation Framework** - Will allow the “right” content to reach the “right” customer based on their general requirements, needs, and specifications.

In addition, successful applicants will include additional innovative functionality and systems that support the goals of widespread usage of the information, both through the customer-facing site and through the back-end data systems.

Although listed separately, it is anticipated that the five core functions are integrated and dependent upon each of the other core functions. Although specific functionality may be rolled out at different dates (as described below) the system needs to be designed and developed with all of the core function requirements in mind.

It is currently envisioned that the CR3 IS functionality will be rolled out in two stages, June 1st, 2011 and August 1st, 2011. At the highest level, the Customer Facing Website, Content Management System, and Customer Segmentation Framework will be rolled out on **June 1st, 2011**. The Content Distribution Module and the integration to the Building Energy Tool(s) will be rolled out on **August 1st, 2011**. Please reference Section 3 for general functionality by roll out date.

Statement of Purpose

The purpose of this RFP is to provide a set of objectives that need to be delivered to meet the needs of the envisioned CR3 IS. However, a successful applicant will use a combination of off-the-shelf and innovative new software and systems to most effectively deliver this project in the stated timeline.

There is current energy efficiency retrofit activity in Chicago and the region, but the market is not yet functioning efficiently, despite the fact that energy retrofits are a good investment. The rate of penetration in the market remains small, reaching less than 1% of the building sector. The lack of structured and

centralized information in the retrofit sector creates market inefficiencies. With disparate and often mistrusted sources of information, customers do not know how to navigate the process and thus do not fully understand the benefits of a retrofit. Programs have difficulty connecting with target demographics, while suppliers have a hard time finding the channels to facilitate execution.

The overall purpose of the CR3 IS is to catalyze the market for energy efficiency retrofits by overcoming the information barriers; thereby unlocking the tremendous potential for energy efficiency in the consumer market and fostering a climate where efficiency practices become part of “business as usual” activities. The CR3 IS’s functionality will not only raise awareness, but create a reliable, self-sustaining marketplace to connect consumer demand and market supply; ultimately leading to cost savings, greenhouse gas reduction, building occupant comfort, and improved community health.

The CR3 IS will address the main barriers to higher penetration of retrofits in the current market, including:

- 1) an information gap on the many monetary and quality of life benefits of retrofits
- 2) an inability to connect consumers to subsidies, rebates, or other financing programs
- 3) the difficulty in understanding the components and processes involved with a retrofit
- 4) a lack of information on qualified suppliers of retrofits

By providing curiosity-to-completion information on retrofits, CR3 IS will centralize the disparate energy efficiency information sources that currently exist and allow easier access to all retrofit customers while maintaining high data integrity through the use of robust internal controls on data collection and aggregation. This information can then be disseminated, both through the customer-facing website maintained through CR3, but also through partner websites as well. This increased accessibility and confidence in building retrofit information and resources will lead to higher consumer demand and a better-aligned set of suppliers; ultimately leading to an information system that drives users to the programs (utility, community organization, state programs, private market, etc.) that are best suited to their needs.

General Information

As a result of responses to this request for proposal, CMAP plans to review submissions and conduct interviews with selected applicants it determines can best meet the requirements outlined below. Negotiations will be held as necessary to a select firm or team of firms 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 no later than May 18, 2013.

Section 2: Use Case Summary & System Functionality

Use Case Summary

The following Use Case Summary provides a high level overview of how the CR3 IS will be used to support the CR3 programs goal of increasing access to comprehensive energy efficiency information. Detailed descriptions and requirements for each of the expected requirements are included in Section 3.

A. Primary Users

The primary user for the CR3 IS will be building owners from each of the in-scope market sectors: single-family, multi-family, commercial, industrial, municipal, and non-profit. These users will access the information through either the customer-facing website designed as part of this project, or through partner sites that access the back-end database.

Depending on the market sector and user characteristics of each individual user, the CR3 IS will be expected to guide the user to the information that is most relevant to their particular needs based on multiple filters (i.e. commercial building owner vs. single family homeowner; low-income vs. upper income, etc.), with the end goal of providing a “customized” experience to each user. Other audiences may include contractors, retailers, and trade ally’s looking for additional information about the CR3 initiative.

B. Content Providers

The secondary CR3 IS users will be content contributors from the Retrofit Steering Committee members and partner organizations. They will primarily be providing information to the site in the form of program content, links, and data. Many of the content management tasks (e.g. content creation, content management, and content delivery) will be coordinated by the content administrator. It will be important that CR3 IS support the content management needs of the content providers.

System Functionality

A. CR3 IS User Functionality

The goal of the CR3 IS is to guide users through a spectrum of information in an efficient and user-friendly manner. From a primary user perspective, the CR3 IS should guide them to relevant information based on their market segment and to the level of detail that they need. User needs are expected to be quite diverse. Some users may want basic information such as what are the steps they need to take to retrofit their home, while others may be ready to start a full scale retrofit project and need very specific information such as where to find a qualified contractor or where they can get financing in their geographic area.

The types of information that will be available to the CR3 IS user will include a customized list of the following information, tailored specifically to the user’s requirements:

- Available Energy Efficiency Programs
- Available Financial Incentives/Rebates
- Types Financing Mechanisms
- Current Energy Efficiency News, Tips and How to Articles
- Relevant Case Studies
- Relevant FAQs
- Calendar of Events
- Contractor Lists
- Available Training and Certification
- Current Retail Store Resources
- Retrofit Glossary

The CR3 IS also needs to be very dynamic, as information such as financial products, contractors, utility rebate programs can change often and will need to be added or updated. The CR3 IS content managers will therefore need to be able to quickly add new content, while ensuring it is included in the site logic. For example, content managers should be able to quickly add content for a new rebate program with any associated links to partner sites or references. These additions should be prescriptive and not require coding or any site redesigns. If a user requests feedback, the site will have the capability to capture the information request and direct it to the content manager for follow up.

B. Content Distribution

During stage two, a content distribution module or approach will need to be added to the CR3 IS. Specifically the CR3 IS should allow CMAP partner websites and data sources to access, embed, or share information creating a seamless user experience. A major focus of the CR IS is to support and help provide access to the brands, products, and services of the CR3 partners. The purpose of the Content Distribution module is to develop an easy means of providing these linkages.

C. Market Segmentation

While the front end website is critical, the site will be required to support a variety of processes that differentiate it from a wealth of other energy efficiency 'info sites' that are currently available. As previously mentioned, one of the most important tasks is market segmentation, or being able to quickly identify who is using the site and providing them the information they need. Prior to finalizing the design of the site, a branding and marketing firm working closely with the CR3 partners and will be assisting the successful CR3 IS bidder in developing the appropriate market segmentation schema and outreach frameworks that will be used to drive the site. The role to the CR3 IS developer will be to take this framework and effectively develop the customer facing website and the associated back end logic. It is important to note that this is more than just an issue of organizing and tagging information. The market segmentation information needs to be used to drive which rebates, financial products, case studies, training events, etc., will be rendered to the user. The successful applicant will also deliver analytical tools that will enhance the raw data and make it more usable for both the end-user and the CR3 team to better craft programs and strategies.

D. Content Management

In addition to supporting users, CNT Energy will require a user-friendly data entry method to gather and input information from the CR3 partners. The content types (listed previously) will be in a variety of sizes, formats, and data types and will need to be effectively managed, segmented, and rendered to the users. The content management solution will also need to be designed to support multiple integration points such as the customer facing website, the market segmentation engine, the energy efficiency tool, and content distribution module.

E. Building Energy Tool Integration

During stage two of the project, energy efficiency tools will be interfaced with the information system to provide customers with more personalized data about their specific energy usage (to be identified through a separate RFP process). The CR3 IS will be required to interface with other energy efficiency tools in a way that supports the market segmentation logic, while also providing supporting additional data fields in the content management module.

F. Maintenance and Support

Once developed the CR3 IS will need to be easily maintained and supported. The solution should be designed, developed, and delivered using tools, processes, and frameworks that can be turned over to and maintained by CMAP. As part of the transition process, formal documentation and training will be required as well as a clear definition of the agreed upon maintenance and support window.

G. Partnerships and Support

With the depth and breadth of the CR3 IS, strong partnerships among the CR3 program contributors will be instrumental to the success of the program. The selected developer of the CR3 IS will be expected to communicate and work with other CR3 sub-contractors to ensure continuity and integration of all key elements of the CR3 program such as with integration of the building tools and the communications, marketing and outreach team. Likewise the CR3 IS developer will work closely with the CR3 partners and with the support of CNT Energy to develop a product that meets multiple stakeholders needs.

SECTION 3: Scope of Project and Procurement Details

Scope of Services

The Scope of Services are organized by the five core functions discussed above, and generally represent the breadth of services that are envisioned for the CR3 IS. CMAP encourages firms to suggest alternative and innovative approaches to how best cover this scope. Proposals can include alternative methods to those listed below in order to leverage more effective/less expensive technologies and systems to meet these requirements as long as it is fully explained in the application.

Customer Facing Website

The Customer Facing Website will be used by a range of customer types to support their energy efficiency retrofit activities including energy efficiency programs, financial incentives/rebates, case studies, FAQs, and additional energy efficiency related content.

The requirements for the Customer Facing Website are to design, develop, test, and implement a website by the following dates that:

June 1st, 2011

- Consists of approximately 20 pages and has been usability tested
- Includes an information tool that customizes the information displayed based on the needs of the specific customer including program eligibility, incentives/rebates, and other financial products including for example, current retailer rebates
- Displays case studies, energy efficiency tips, frequently asked questions, calendar of events, and glossary as configured in the Content Management System
- Incorporates program branding as defined by the communications strategy effort. Provides Contact Us / customer feedback survey functionality
- Enables key word search functionality
- Meets the American's with Disabilities Act website requirements
- Implements customer segmentation requirements as defined in the Customer Segmentation Framework section
- Incorporates other innovative tools and features that will help to drive traffic and increase customer usability

August 1st, 2011

- Supports multiple languages as determined by the communications strategy effort
- Links contractors with customers
- Includes the retrofit community forum functionality described in the Content Management System section

- Addresses specific use cases: residential customers, commercial and industrial customers, and suppliers and contractors, for example

The Consumer Facing Website needs to integrate with the following core functions:

- Content Management System
- Customer Segmentation Framework
- Content Distribution Module
- Building Energy Tool(s)

Content Management System (CMS)

The Content Management System will be used by the content administrator to:

- Enter energy efficiency related content
- Manage the content approval process
- Publish new and update existing content to the Customer Facing Website and allow for it to be distributed through the Content Distribution Module

The requirements for the Content Management System are grouped into four areas:

1. Base functionality requirements (June 1st, 2011)
2. Initial content capture requirements (June 1st, 2011)
3. Customer segmentation attributes (June 1st, 2011)
4. Retrofit community forum (August 1st, 2011)

Base Functionality Requirements

The base CMS requirements include Content Creation, Content Management, and Content Delivery functionality.

The Content Creation functionality should include:

- Conversion tools (e.g. import Word content)
- Mandatory metadata tagging (force structure and semantics)
- Incoming syndication feeds
- WYSIWYG through-the-web editor
- Structured fields editor
- Text editor
- Spell checker
- Media repository
- Tag editor
- Online help documentation

The Content Management functionality should include:

- Workflow: Access Permissions; Check In / Check Out; Workflow Messaging
- Versioning: Scheduling; Expiration;
- Localization: Multilingual Server;
- Reporting: Web Trends; Performance

The Content Delivery functionality should include:

- Delivery / Publishing; Live server publishing
- Syndication: RSS; web service

Initial Content Capture Requirements

The initial set of information to be captured in the Content Management System is listed in the table below. The Content Management System must be flexible to allow for different types of content to be included, which will be determined based on both usage data as well as the marketing and communications strategy effort that is running concurrently.

Please note that the successful bidder will not be responsible for creation of energy efficiency-related content.

Content	Description
Energy Efficiency Programs	List of energy efficiency programs, descriptions, availability dates, picture (e.g. utility logo), external links (e.g. link to utility), and customer segmentation criteria
Financial Incentives / Rebates	List of incentives / rebates, descriptions, availability dates, picture (e.g. utility logos), external links (e.g. link to utility), and customer segmentation criteria.
Financing Mechanisms	List of financing mechanisms, description, availability dates, picture (e.g. utility logo), external links (e.g. link to utility), and customer segmentation criteria
Case Studies	List of case studies including title, description, picture, associated PDF, external links, and customer segmentation criteria (e.g. building sector, etc.)
Energy Efficiency Tips	List of energy efficiency tips including title, description, picture, external links, and customer segmentation criteria (e.g. building sector, electric, natural gas, etc.)
Energy Efficiency How To Articles	List of energy efficiency how to articles that describe the steps required to perform a specific retrofit. Individual articles should include title, steps, picture, external links, and customer segmentation criteria (e.g. building sector, electric, natural gas, etc.)
Frequently Asked Questions (FAQ)	List of frequently asked questions, descriptions, and customer segmentation criteria
Calendar of Events	Calendar of energy efficiency events, descriptions, and customer segmentation criteria (e.g. geography, building sector relevance, etc.)
Contractor List	List of contractors, services provided, certifications, and customer segmentation criteria (e.g. language spoken, geography served, etc.)
Trainings and Certifications	List of training programs, eligibility requirements, associated certifications, program dates, etc.
Energy Efficiency News	Latest energy efficiency news. Can be obtained via RSS feeds or other approach
Retail Store Resources	List of retail stores, addresses, energy efficiency products and/or services provided, and customer segmentation criteria
Retrofit Glossary	List of glossary terms, descriptions, picture, external links, and customer segmentation criteria (e.g. building sector, etc.)

CMS Customer Segmentation Framework Requirements

The Customer Segmentation Framework requirements described in this section relate solely to the CMS. The full set of Customer Segmentation Framework requirements are defined in the Customer Segmentation Framework section. The customer segmentation framework should be used for all information distribution channels (front and back end). The Customer Segmentation Framework requirements include the ability to:

- Configure a catalog of customer segmentation criteria
- Assign customer segmentation criteria to individual pieces of content
- Change customer segmentation criteria on individual pieces of content

Retrofit Community Forum

The Retrofit Community Forum requirements include:

- Allow users to post and respond to energy efficiency related questions
- Allow content manager to approve and/or delete individual posts
- Configuration of user access requirements (e.g. User ID required prior to posting comments)
- Segment/categorize posts by attributes such as language, building sector relevance, and customer segmentation criteria

The Content Management System needs to integrate with the following core functions:

- Customer Facing Website
- Customer Segmentation Framework
- Content Distribution Module

A successful application will include innovative or cutting-edge strategies to engage users and make content easily accessible in the forum.

Customer Segmentation Framework

The high level goal of the Customer Segmentation Framework is simply to get the right content to the right customer based on their general requirements, needs, and specifications. The Customer Segmentation Framework will enable content to be assigned to specific customer segments, displayed in the Customer Facing Website as well as distributed through the Content Distribution Module. Customer segments will be defined as part of the CR3 Communications Strategy (through a separate RFP process). Additionally, market research and ethnographic research will be conducted through other RFPs to define customer segments and understand what information is needed by customer segment to raise awareness of, encourage consideration of, and ultimately drive energy efficiency related action.

The requirements for the Customer Segmentation Framework are grouped into four areas:

1. Capture Customer Specific Segmentation Data
2. Assign Customer Segmentation Data to Content
3. Filter Content
4. Display Filtered Content

Capture Customer Specific Segmentation Data

- Creatively capture relevant customer segmentation information within the customer facing website. Any number of methods could be utilized including user selection of images/links, responses to questions, selections from drop down lists, etc.
- Capturing and/or defining customer segmentation information could also be including within the Content Distribution Module.
- Develop customer specific segmentation data does not need to be maintained within the CR3 IS.
- Collect and categorize demographic data and usage patterns to support further analysis, while ensuring anonymity and data integrity/safety

Assign Customer Segmentation Data to Specific Content within the CMS

- Configure a catalog of customer segmentation criteria.
- Assign (tag) custom segmentation criteria to individual pieces of content.

- Change customer segmentation criteria on individual pieces of content.

Filter Content Using Customer Specific Segmentation Data

- Filter content accordingly using captured customer specific segmentation data and assigned content.

Display Filtered Customer Relevant Programs, Content, etc.

- Within either the customer facing website or as part of the distribution module, display the appropriately filtered programs and content.

The Customer Segmentation Framework needs to integrate with the following core functions:

- Customer Facing Website
- Content Management System
- Content Distribution Module

Content Distribution Module

The goal of the Content Distribution Module is to develop a controlled database delivering a comprehensive set of information to other websites and channels that will be directly accessed by retrofit customers. This will be a back-end database that provides information, and will largely leverage already existing communication channels that have already proven to be successful in reaching the communities and constituents they serve to enable the widest distribution of the CR3 IS content and functionality through other organization's websites while minimizing the system requirements for external organizations. Examples of systems that maintain centralized repositories of content/data/videos and then distribute or "link to" that information through other organization's website include Google AdWords, YouTube, Vimeo, GreenBiz.com, Hulu, and Twitter among others. One possible example of how this concept could be implemented within the CR3 IS is:

- The CMS contains energy efficiency program information, financing mechanism, and incentive/rebate information which is "tagged" using the Customer Segmentation Framework.
- The functionality to determine the eligibility of customers for energy efficiency programs, incentives/rebates, and financial products is developed as part of the Customer Facing Website and/or as a widget.
 - The Customer Facing Website could potentially utilize the widget as opposed to developing this functionality exclusively for the Customer Facing Website
- A utility or municipality would access the CR3 IS Content Distribution Module, select this energy efficiency program widget and generate the appropriate code to embed in their website.
 - A given widget could have configurable settings such as language, geography, etc. that would further define its functionality
- A utility or municipality would incorporate that code into their website to display the energy efficiency program widget

However, a successful applicant will demonstrate the use of innovative technologies that support the stated goal.

The requirements for the Content Distribution Module are to:

- Develop functionality to support the Content Distribution Module as described above and further detailed below.
- Develop a publicly available website to support the integration of content into other organization's websites (i.e., a "how-to" guide for user support).
- Enable other websites to easily access/embed CR3 IS content and functionality into their own websites.
- Enable organizations to define properties that allow embedded content to take on certain characteristics. Examples include: Google AdWords on left, right or bottom of page. YouTube: Define size of video window and surrounding color.
- Enable varying levels of customer segmentation criteria to be configured by an organization when embedding CR3 IS content/widgets into their website.
- Incorporate the CR3 branding strategy as determined by the communications strategy, as well as Retrofit Steering Committee member organization program brands.
- Where applicable, utilize the Content Distribution Module for the Customer Facing Website
- Develop a general platform to support inclusion of additional subcomponents/widgets going forward

The exact functionality and structure of the Content Distribution Module will be determined with the successful bidder during the course of the project. Possible Content Distribution Module components/widgets could include:

- Energy Efficiency Programs, Financing Mechanisms, and Financial Incentives / Rebates Filtering Tool. This potentially could be one or three modules.
- Case Studies
- Energy Efficiency Tips
- Energy Efficiency How To Articles
- Frequently Asked Questions
- Calendar of Events
- Contractor List
- Energy Efficiency News
- Retrofit Glossary

The Content Distribution Module needs to integrate with the following core functions:

- Customer Facing Website
- Content Management System
- Customer Segmentation Framework

Integration to Building Energy Tool(s)

The CR3 IS needs to be designed to integrate with a yet-to-be-determined web-based Building Energy Tool(s). It is likely that multiple tools will be selected for integration into the CR3 IS that address different building sectors (residential, commercial, industrial, etc). CMAP does not expect the number of integrations to exceed three. Building Energy Tools in general provide building owners with the ability to analyze and improve the energy efficiency of their buildings. An example of a web-based Building Energy Tool would be Home Performance with Energy Star http://www.energystar.gov/index.cfm?fuseaction=HOME_ENERGY_YARDSTICK.showGetStarted Additional web-based Building Energy Tool platforms are available. The selection of the Building Energy Tool(s) will be made through a separate RFP.

The requirements for the integration to a Building Energy Tool(s) are to:

- Provide “hooks” to embed or seamlessly link to the Building Energy Tool(s) within the Customer Facing Website
- Provide guidance so that tools are available to be disseminated through the Content Distribution Module
- Capture basic customer information such as name and address or unique identifiers in the Customer Facing Website and make it available for use by the Building Energy Tool(s)
- Ideally enable single-sign-on functionality to provide a transparent transition from the Customer Facing Website to the Building Energy Tools
- Once the Building Energy Tool(s) vendor(s) are selected, work closely with the vendor to “fully” integrate the two platforms. This includes defining, developing, testing, and implementing the integration.
- Functional and technical conversations will be held between the successful bidder of the CR3 IS RFP and the successful bidder (s) of the Building Energy Tool RFP to determine detailed integration requirements.

Maintenance, Support, and Warranties

While designing and implementing the CR3 IS is the primary focus of this RFP, it is equally important to have in place a robust warranty, maintenance, and support framework. The CR3 IS should be fully sustainable by in-house IT staff and content administrators and should not require extended service agreements update/add content, edit webpages, or otherwise manage basic CR3 IS functions.

Additional Responsibilities for all Scopes of Work

CMAP and CNT Energy will work very closely with the selected firm to formulate a clear implementation strategy and timeline for execution of all CR3 IS components. CMAP and CNT Energy will also work with the selected firm to clearly define the roles and expectations of all sub-recipients and vendors involved in the CR3 program.

Because this program is funded under the American Recovery & Reinvestment Act, additional monthly reporting and data collection will be required for all services including within this request for proposal. The selected firm will be responsible for reporting and compliance with all federal regulations in accordance with the ARRA EECBG BetterBuildings Initiative including, but not limited to financial drawdown and expenditure information and other reporting metrics such as job creation/retention.

The selected firm will work closely with the CMAP CR3 Program Manager(s) and CNT Energy to develop key performance indicators (KPI's) to assure that all CR3 benchmarks and goals are met and that corrective courses of actions are suggested as needed. The selected firm will regularly consult with CMAP and CNT Energy as well as provide quarterly reports to assure the identified objectives are being met, and to continually communicate program progress to the Chicago Region Retrofit Steering Committee. As this program will be funded through an ARRA grant from the U.S. Department of Energy, the selected firm may also be called on to meet with representatives from the Federal government performing monitoring functions.

Selection Process Schedule

On November 22, 2010 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@cmapp.illinois.gov requesting RFP 056 webinar/conference call information by Thursday, November 18 at noon.

November 15:	Issue RFP
November 22:	Pre-proposal meeting

December 13:	Proposal deadline
December 17:	Interview finalists
January 12:	Estimated CMAP Board approval

Evaluation and Award Process

All proposals submitted in response to this RFP are expected to address 100% of the Scope of Services and 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
 - a. Capacity of firm(s) to meet proposed activities, which include the design, development, implementation, testing, and support of the following: Customer Facing Website, Content Management System, Customer Segmentation Framework, Content Distribution Module, and integration to Building Energy Tool(s).
 - b. Previous experience in deploying information systems of mutual scale and scope.
 - c. Capability to combine custom software with tailored off-the-shelf solutions (for which the appropriate licenses and relationships are already established).
 - d. Experience and reputation of the firm in completing similar projects on-time and within budget.
 - e. Expertise in delivering innovative and effective information systems utilized by a diverse consumer base.
 - f. Demonstrated history of creating information systems and websites that drive significant usage and traffic.
2. Responsiveness to the Scope of Services
 - a. Responsiveness and demonstration of a clear understanding of the proposal to the scope of services.
 - b. Soundness of approach to program management and meeting all programs goals and objectives.
 - c. Clear strategy for undertaking activities that build upon lessons learned from similar programs and builds upon the knowledge base that already exists.
3. Project Approach
 - a. Soundness of detailed and comprehensive project methodology.
 - b. Robust, innovative and well-articulated approaches to implement the core functionality requirements.
 - c. Practical and attainable high level timeline for program completion.
 - d. Appropriate additional tools and functions that will support increased usage and usability outside of the initial scope.
 - e. Provide guidance on potential long-term sustainability models of the CR3 IS (including possible revenue models or other strategies to ensure long-term impact).
 - f. Ability to meet CMAP and federal reporting guidelines.
4. Examples / Case Studies

- a. Experience implementing solutions of similar functionality.
 - b. Proposed Management Structure (including any sub-contractors) assembly of a functional team structure (including subcontractors) that assures timely and complete delivery of services.
 - c. Demonstration that firm(s) has adequate staff in place to quickly launch information system's five core components by the proposed soft launch dates.
- 5. The Qualifications of Personnel to be Assigned to the Project (including any sub-contractors)
 - a. Demonstration that the firm(s) has assembled a team that has superior expertise in the applicable components described in the scope of services.
- 6. Maintenance, Support, and Warranties
 - a. Ability to back up completed project deliverables with the appropriate levels warranties and support
 - b. Ability to limit the use of software and applications that require long term service agreements
- 7. Proposal Cost.
 - a. The proposed budget demonstrates a cost-effective approach to of each of the proposed scopes of services and required tasks (Customer Facing Website, Content Management System, Customer Segmentation Framework, Content Distribution Module, and Building Energy Tool(s) Integration) as well as the components of those costs (staff time, materials costs, etc.).
- 8. Project Innovation.
 - a. Application of innovative and cutting edge tools to support the usability of the CR3 IS and drive usage.
- 9. Other Aspects
 - a. Firm Reputation (based on references).
 - b. Level of in-kind support and additional project leverage.

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

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 4: Submittal Requirements

Proposals must be received at CMAP on or before 3:00 p.m., December 13, 2010

Submissions need not be lengthy, preferred not longer than 30 pages in length, and should be submitted in the following order:

Executive Summary: Include a brief overview of the proposal and identify the primary applicant with any additional firms/subcontractors.

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 firm as well as any proposed subcontractors/partner firms).

- Provide a description of similar work that the firm, partners, and designated staff have completed in the past few years. Indicate goals that were set, if those goals were met, and lessons learned. Provide examples of how innovative solutions were applied to address complicated problems in past experiences.
- A clear demonstration that the organization has the staff capacity and thorough understanding of the scope of services to quickly launch and deploy all work components proposed.
- A clear demonstration of applying innovative and emerging technologies to web-solutions.
- Provide qualifications for the project manager(s), and staff to be assigned to the project (including any and all subcontractors), 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.
- Proposal should clearly delineate and include descriptions of roles and responsibilities for all key staff and any/all subcontractors involved in the proposed scope of service.

Project Approach: The project approach narratives should describe the approaches used to implement CR3 IS. This includes the project methodology, functional solution, and project timeline.

Project Methodology: The project methodology narrative should describe the firms approach to activities such as requirements gathering, software development, project management, change management, risk mitigation, success criteria approval, etc. These activities should cover planning, design, development, testing, implementation, and maintenance phases of the project.

Functional Solution: The functional solutions narrative should describe the approach for the five core functions listed below. Narratives should also directly address the scope, integration, and requirements descriptions in Section 3.

- Customer Facing Website
 - Please provide a description of your approach to designing and developing Customer Facing Website per the requirements of this RFP.

- Content Management System
 - Please provide a description of your approach to implementing the Content Management System per the requirements of this RFP.
 - Please provide general information about the Content Management System(s) you may suggest be used for this project. Include general information such as product name and website; version; company name and website; license: proprietary or open-source; platform; database; development language; number of installs/downloads.
- Customer Segmentation Framework
 - Please provide a description of your approach to implement the Customer Segmentation Frameworks per the requirements of the RFP including the ability to adjust segmentation requirements over time as the energy efficiency market changes.
- Content Distribution Module
 - Please provide a description of your approach to implement the Content Distribution Module per the requirements of the RFP.
- Integration to Building Energy Tool(s)
 - Please provide a description of your approach to integrate to a Building Energy Tool

Timeline: Please provide a high level project timeline including activities, dates, durations, and milestones beginning with project kick-off through CR3 IS project completion.

Examples / Case Studies:

Submissions should include in an appendix relevant materials that demonstrate past experience with related components and objectives.

- Customer Facing Website
 - If relevant, please provide examples of Customer Facing Websites your firm has developed that incorporate the concepts as described in the RFP. This should include working with Marketing and Communications firms and integrating ethnographic research into the site design and functionality.
- Content Management System
 - If relevant, please provide examples of Content Management Systems your firm has implemented that incorporate the concepts as described in the RFP. This could include the configuration and/or customization of a CMS.
- Customer Segmentation Framework
 - If relevant, please provide examples of how market research, communications strategies and/or ethnographic research have been factored into other websites your firm has developed.

Content Distribution Module

- If relevant, please provide examples of how the firm has effectively distributed content to other websites or system.
- Integration to Building Energy Tool(s)
 - If relevant, please provide examples of how your firm has integrated Customer Facing Websites to external system.

System Requirements:

Proposals should include a response to the following technical requirements for the CR3 IS. Bidder should keep responses brief any additional supporting detail as an attachment.

System Requirements	Description	Bidder Response (How the Technical Requirement is Addressed)
Site Search Functionality	The site should be fully searchable. Ideally the search engine can be optimized over time to provide the most relevant information	
Software Development Life Cycle (SDLC)	Quality in process as well as in the final deliverable is important to CMAP. The CR3 IS must be developed using an approved SDLC with clear quality milestones and approvals.	
Testing, staging and production	CR3 IS should be designed and developed to support the testing and staging of updates and changes prior to them being implemented in production.	
Search Engine Optimization (SEO)	The site should be designed and developed for optimization with external Google searches.	
Security	CR3 IS must allow secure transmission ((https) with a valid certificate issued by a top tier certificate authority) with the host. CR3 IS must show adequate design and architecture for data leakage prevention. Prevention of unauthorized access to the back end database(s).	
American's with Disabilities Act	CR3 IS should be designed to current ADA requirements.	
Desktop Requirements	The desktop requirements to support the CR3 IS are as follows: <ul style="list-style-type: none"> • 1-gigahertz (GHz) 32-bit (x86) processor or 1-GHz 64-bit (x64) processor • 1 GB of system memory • SVGA (800x600) or XGA (1024x768)} compatible. • 128 MB of graphics memory (minimum) 	
Target Devices	Support for mobile phones, iPads, smart phones, etc. is currently not required. Future capability may be of interest and where feasible should be considered during the initial CR3 IS design.	

Operating Systems	The CR3 IS should support the following operating systems: XP2 or above, Mac OS10 or above, Linux2X kernal.	
Browsers	CR3 IS should support the following browsers: IE 8 or above, Firefox 3 or above, Opera 9 or above, Safari v4	
Source Code and Documentation	CMAP requires all source code and full documentation for the solution and any associated interfaces	
Commercial Off-the-shelf (COTS)	The CR3 IS should be developed with commercial of the shelf software, applications, and hardware. Any exceptions should be requested in writing by the bidder.	
Content Management	Content should be manageable without extensive knowledge of web design concepts or applications. Full documentation and training of content management applications and procedures are required.	
Usability	Site usability is critical to the success of the CR3 IS. Usability is designed, tested, and measured for the CR3 IS.	
Site Analytics	CMAP would like to be able to track and report on CR3 IS site analytics. Metrics should track site traffic and site effectiveness. Specific metrics should be defined per the bidders approach to managing and driving site effectiveness.	

Maintenance, Support, and Warranties

- Please provide a high level description of your warranty, maintenance, and support philosophy as it relates to your recommended solution.
- Please list all applications and/or proprietary software packages that require licensing and/or maintenance or support fees.
- Please provide clear warranty and support terms for all deliverables. Please address the length of all agreements, what specifically is covered, and what if any actions would invalidate the agreements.

References: At least three references, including individual contact name, name of company and phone number, that CMAP may contact regarding the consultant's qualifications to undertake this project.

Pricing: A detailed price proposal demonstrating the cost-effectiveness: Submit the "Price Proposal Form", Attachment 1 (attached), including staff name, description of role, hours worked, hourly rate, and total labor costs as well as fixed expenses.

Leverage: The ARRA-funded BetterBuildings Initiative looks to maximize public/private investments in program-related efforts. If available, please provide a description of additional leverage or in-kind support that your firm may be able to bring to this project. 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.

Certificate Regarding Workers: The respondent shall also sign and submit the “Certificate Regarding Workers’ Compensation Insurance”, Attachment 2 (attached), and the “Information to be Provided by Bidder”, Attachment 3 (attached).

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., December 13, 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. 056
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@cmaphillinois.gov.

SECTION 5: 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 6 hereto, and Special Provisions, Section 7 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 application 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 application.
- 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 application become the property of the Chicago Metropolitan Agency for Planning regardless of whether or not the proposing organization's proposal is selected.

SECTION 6: 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@cmmap.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 7: 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) 056 for selection of a firm for the development of the Chicago Regional Retrofit Ramp-Up Information System (CR3 IS) program dated November 15, 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 matrices. Please provide additional specifics where possible. Attach additional sheets if necessary. For ease of entry, bidders are encouraged to copy and paste the table into an Excel spreadsheet and insert lines as necessary. If price structure is variable by which of the firm's employees are assigned, please specify the employee title, the total number hours to be billed to this employee, the cost per hour for this employee, the Project Component this work belongs to (see Summary Table below). Please include information for any subcontractors must be included as well.

Personnel- Costs to Develop and Deliver the Functionality of the IS (by August 1, 2011)

Name	Position Title	Time (Hours)	Pay Rate (Hourly)	Project Component	Project Total Dollars
Staff	<i>Sr. Project Mgr.</i>	<i>150</i>	<i>\$/hr</i>	<i>Project Management</i>	<i>\$x,xxx.xx</i>
Staff					
Staff					
Total, Personnel					

Sub-Contractual Firms - (Develop and Deliver the Functionality of the IS) if needed, the following table describes the program activities that will be contracted out to subcontractors.

Name	Position Title & Activity	Time (Hours)	Pay Rate (Hourly)	Project Component	Project Total Dollars
Staff					
Staff					
Staff					
Total, Personnel					

Personnel- Costs to Provide Maintenance and Support for the IS (August 1, 2011-May 18, 2013)

Name	Position Title	Time (Hours)	Pay Rate (Hourly)	Project Component	Project Total Dollars
Staff	<i>Sr. Project Mgr.</i>	<i>150</i>	<i>\$/hr</i>	<i>Project Management</i>	<i>\$x,xxx.xx</i>
Staff					
Staff					
Total, Personnel					

Sub-Contractual Firms - (Maintenance and Support for the IS) if needed, the following table describes the program activities that will be contracted out to subcontractors.

Name	Position Title & Activity	Time (Hours)	Pay Rate (Hourly)	Project Component	Project Total Dollars
Staff					
Staff					
Staff					
Total, Personnel					

Hardware/Software – Please specify any hardware/software and other associated items, if needed.

Item	Description	Per Unit Cost	Project Component	TOTAL
Total, Hardware/Software costs				

Licensing, Maintenance, and/or Support Fees – (for full contract time period) Please specify, if needed.

Item	Description	Per Unit Cost	Project Component	TOTAL
Total, Licen., Maint., & Support Fees				

Other Costs – Please specify, if needed (**Identify time periods for the cost**).

Item	Description	Per Unit Cost	Project Component	TOTAL
Total, Other costs				

Please sum the Totals from the tables above into the following Summary Table.

Project Component	Total
Project Management	
Customer Facing Website	
Content Management System	
Customer Segmentation Framework	
Content Distribution Model	
Integration to Building Energy Tool(s)	
Hardware/Software	
Licensing, Maintenance, & Support Fees	
Other Costs	
Budget Total	

Total Cost for entire CR3 IS project as submitted _____

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. Davis Bacon.** Wage Rates Requirements. In accordance with ARRA section 1606 and 2 CFR §176.190, if applicable, all laborers and mechanics employed by the Parties on projects funded directly by, or assisted in whole or in part with funds under 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 United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act). Guidance on the Davis-Bacon

Act compliance requirements may be viewed at http://www1.eere.energy.gov/wip/davis-bacon_act.html. The Parties shall submit all applicable prevailing wage determinations for any and all labor and mechanic work to be performed, for EMT approval.

- J. 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.

Strong preference should be given to projects that are eligible for categorical exclusions from National Environmental Policy Act (“NEPA”) review. Projects that are not eligible for categorical exclusions should be considered if they demonstrate exceptional energy savings and job creation potential; however, these projects will be required to go through a more extensive environmental review process with the DOE. The following activities are eligible for categorical exclusion from NEPA review, as set forth in guidance provided by DOE:

- Retrofits of existing buildings or facilities (residential, commercial, industrial, government, academic) with energy efficient equipment. Many types of projects can fall into this category – insulation, LED lighting, HVAC upgrades, weather sealing, ENERGY STAR appliances, replacement of windows and doors, etc. – however, it probably would not include massive expansions of buildings or facilities. For historic structures, it may be necessary that the retrofits maintain the building’s historic character (e.g., replacement of windows and doors with appropriate designs).
- Installation of small renewable energy sources located on existing buildings or existing facilities – photovoltaics, wind turbines, solar thermal hot water, geothermal heat pumps, combined heat and power systems. There are no bright lines here, but the following are some rough rules of thumb as to what could be deemed to be small:
 - Photovoltaics – appropriately sized units on existing rooftops and parking shade structures; or 60kW systems or smaller installed on the ground within the boundaries of an existing facility.
 - Wind turbines – 20kW or smaller.
 - Solar thermal hot water – appropriately sized units for residences or small commercial buildings.
 - Geothermal heat pumps – 10 tons of capacity or smaller.
 - Geothermal power plants – 300kW or smaller (factors such as open or closed loop and fluid type play a role).
 - Combined heat and power systems – systems sized to boilers appropriate to the buildings in which they are located.
 - Hydropower – because of the site-specific issues relating to hydropower systems and the fact that they are rarely installed at the facility they serve, it is unlikely that they can be deemed small without additional information.
- Individual systems larger than those above may be categorically excluded based on additional information provided by the applicant regarding a specific installation. Very large renewable energy systems (e.g., wind farms or district geothermal heat systems) that serve many customers built on a green field site would definitely not fall within a categorical exclusion; nor would a large facility comprising many small sources. Finally,

installing any renewable energy system on a historic structure could require further consideration under the National Historic Preservation Act or other statutes.

- Energy efficient or renewable energy-powered emergency systems (lighting, cooling, heat, shelter) installed in existing buildings and facilities.
- Alternative fueling tanks and systems installed on existing facilities (but not a large biorefinery); purchase of alternative fuel vehicles.
- Financial incentive programs – rebates and energy savings performance contracts for existing facilities or for energy efficient equipment, provided that the incentives are not so large that they would be deemed to be grants that essentially create projects that would not otherwise exist. For example, giving a wind farm that cost \$100 million a sum of \$50 million and calling it a rebate would not fall within such a categorical exclusion; a 10% rebate on the purchase and installation of energy-efficient windows would.

K. 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.

Agreement between the State Historic Preservation Agency and DOE has been made to expedite Historic Preservation reviews. In order to ensure compliance under the terms of the Agreement, the applicant must comply with the guidance set forth in this document. Projects that involve properties greater than fifty (50) years old and not listed on Attachment C shall be submitted to the State Historic Preservation Office for review. The checklist can be found at: <http://www.illinoishistory.gov/PS/rcdocument.htm>

EECBG UNDERTAKINGS EXEMPT FROM SECTION 106 REVIEW

A. Category 1 – No Consultation required

DOE and the SHPO have concluded that the following undertakings do not have the potential to cause effects on historic properties per 36 CFR § 800.3(a)(1):

1. *General efficiency measures not affecting the exterior of the building:*

- a. Energy audits and feasibility studies
- b. Weatherization of mobile homes and trailers
- c. Caulking and weather-stripping around doors and windows in a manner that does not harm or obscure historic windows or trim.
- d. Water conservation measures -like low flow faucets, toilets, shower heads, urinals - and distribution device controls
- e. Repairing or replacing in kind existing driveways, parking areas, and walkways with materials of similar appearance
- f. Excavating to gain access to existing underground utilities to repair or replace them, provided that the work is performed consistent with previous conditions
- g. Ventilating crawl spaces
- h. Replacement of existing HVAC equipment including pumps, motors, boilers, chillers, cooling towers, air handling units, package units, condensers, compressors, heat

exchangers that do not require a change to existing ducting, plumbing, electrical, controls or a new location, or if ducting, plumbing, electrical and controls are on the rear of the structure or not visible from any public right of way.

- i. Adding or replacing existing building controls systems including HVAC control systems and the replacement of building-wide pneumatic controls with digital controls, thermostats, dampers, and other individual sensors like smoke detectors and carbon monoxide detectors (wired or non-wired)
- j. New installation of non-hard wired devices including photo-controls, occupancy sensors, carbon dioxide, thermostats, humidity, light meters and other building control sensors, provided the work conforms with applicable state and local permitting requirements
- k. Adding variable speed drive motors
- l. Insulation of water heater tanks and pipes
- m. Furnace or hot water tank replacement that does not require a visible new supply or venting

2. Insulation measures not affecting the exterior of the building:

- a. Thermal insulation installation in walls, floors and ceilings (excluding spray foam insulation)
- b. Duct sealing, insulation, repair or replacement in unoccupied areas
- c. Attic insulation with proper ventilation; if under an effective R8 - add additional R-19 up to R-38 (fiberglass bat only)
- d. Band joist insulation - R-II to R19 as applicable
- e. Water heater tank and pipe insulation

3. Electric base load measures not affecting the exterior the building:

- a. Appliance replacement (upgrade to EnergyStar appliances)
- b. Compact fluorescent light bulbs
- c. Energy efficient light fixtures, including ballasts (Replacement)
- d. LED light fixtures and exit signs (Replacement)
- e. Upgrade exterior lighting (replacement with metal halide bulbs, LEDs, or others) along with ballasts, sensors and energy storage devices not visible from any public right of way

L. 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.com>) 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

Appendix A: Key Terms and Definitions

- **Chicago Region Retrofit Ramp-Up Information System (CR3 IS):** The CR3 IS will be a comprehensive energy efficiency information system consisting of a content and distribution platform and a web-based, Building Energy Tool or Tools. The CR3 IS will also incorporate other parts of the CR3 program including marketing, branding and outreach efforts and building energy tools
- **Communications Strategy:** The communications strategy is a separate, concurrent effort being developed through a separate RFP that consists of three activities: market research and communication strategy, branding and marketing campaign, and implementation of outreach strategies.
- **Community Based Organization (CBO):** A CBO is a non-profit organization based in a specific community that engages community members in various activities, including those related to energy efficiency.
- **Content Administrator:** An organization that will be designated to organize and administer relevant energy efficiency content for the Content Management System.
- **Building Energy Tool:** Online tool that allows consumers to enter user-specific information in order to understand the benefits of performing an energy efficiency retrofit, identify measures for their home and/or business, and develop a roadmap for implementing the retrofit.
- **Energy Efficiency Programs:** Organized informative, financial, or direct measure installation services that center on fostering more efficient energy use - electric, natural gas, or otherwise – across multiple building sectors like residential, commercial, or industrial.
- **Financing Products:** Financial products available to consumers that provide upfront capital for use on energy efficiency improvements. These may be available through financial businesses and/or institutions like banks, credit unions, community development financial institutions (CDFIs), municipalities, or other organizations.
- **Financial Incentives / Rebates:** Federal, state, and/or local financial inducements available to customers in a market-driven effort to promote greater energy efficiency.
- **Retrofit Steering Committee:** A committee of representatives from the energy efficiency sector that serve in an advisory capacity to the CR3 program including assisting with program development and strategic planning activities, requests for proposal development and review, and general program performance. The committee currently includes representatives from ComEd, Community and Economic Development Association of Cook County (CEDA), Citizen's Utility Board (CUB), City of Chicago, City of Rockford, Chicago Metropolitan Agency for Planning (CMAP), Department of Commerce and Economic Opportunity (DCEO), Illinois Science and Technology Coalition (ISTC), Nicor, and Peoples Gas.