



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

August 24, 2011

REQUEST FOR PROPOSALS (RFP) NO. 078

EXTERNAL ASSISTANCE WITH LOCAL TECHNICAL ASSISTANCE (LTA) PROJECTS

Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested firms to provide External Assistance with Local Technical Assistance (LTA) Projects as described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information session on Wednesday, August 31 at 11:00 a.m. (CDT) in CMAP's offices, 233 South Wacker Drive (Willis Tower), Suite 800. Applicants may attend in person or by webinar/conference call. To attend in person, call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. Driver's license or state ID required for entry into building tower. To join by webinar/conference call, email yambriz@cmap.illinois.gov requesting RFP 078 webinar/conference call information. An e-mail with the webinar/conference call information will be sent to all who have registered by noon on Monday, August 29.

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. CMAP strongly encourages those interested in this project to attend. The presentation, questions and responses noted during the pre-bid discussion will be posted on our website with the RFP.

If your firm is qualified and experienced in performing the described services, CMAP would appreciate receiving your proposal as indicated in the RFP. The deadline for receipt of submissions in response to the RFP is **3:00 p.m., September 16, 2011.**

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

Sincerely,

Margaret McGrath
Grant/Contract Officer

Enclosure

RFP NO. 078
EXTERNAL ASSISTANCE WITH LOCAL TECHNICAL ASSISTANCE (LTA) PROJECTS

The Chicago Metropolitan Agency for Planning (CMAP) invites appropriate firms to submit proposals to provide External Assistance with Local Technical Assistance (LTA) Projects as described in this Request for Proposals (RFP). Please read each section carefully for information regarding the proposal and submittal instructions.

SECTION 1: Background and General Information

About CMAP

The Chicago Metropolitan Agency for Planning (CMAP) is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. CMAP developed and now leads the implementation of *GO TO 2040*, metropolitan Chicago's first comprehensive regional plan in more than 100 years. To address anticipated population growth of more than 2 million new residents, *GO TO 2040* establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See www.cmap.illinois.gov for more information.

Background/Statement of Purpose

In October 2010, CMAP was awarded a Sustainable Communities Regional Planning grant by the U.S. Department of Housing and Urban Development (HUD) to assist with the implementation of *GO TO 2040*. With funding from this grant, CMAP has launched the Local Technical Assistance (LTA) program, which involves providing assistance to communities across the Chicago metropolitan region to undertake planning projects that advance the principles of *GO TO 2040*. Approximately 25 LTA projects are currently underway, with 35 more in early scoping and project development stages. Most of these projects are managed and led by CMAP staff, and CMAP staff are conducting most of the work on each project. However, in some cases, external contracts are necessary to fill gaps in CMAP's staff expertise. This RFP is designed to select external organizations to fill these gaps.

As noted above, the contracts issued in response to this RFP are funded through the HUD Sustainable Communities Regional Planning grant. In this grant, HUD places a high priority on capacity building, and organizations that demonstrate a high degree of experience and ability in building capacity among local governments and community-based organizations will be prioritized. Both non-profit organizations and for-profit firms are eligible to respond to this RFP.

This RFP covers a variety of projects, and is divided into six separate elements, described in detail in Section 2 of this RFP. Multiple contractors are expected to be selected to address the needs expressed in each of these elements, and no single contractor is expected to be able to respond to all six elements.

Contractors should note that they are expected to play a supporting or contributing role within each project, with the overall projects still led and managed by CMAP staff. Contractors will have specific roles, responsibilities, and expected deliverables within the overall project. In their response to this RFP, contractors should describe a proposed approach which responds to the needs of the relevant RFP element and most effectively uses the contractor's experience. To ensure comparability across responses to this RFP, contractors are asked to propose an approach within each element that **does not exceed \$20,000 in cost**. The approaches proposed by contractors are not expected to complete the entire project, but to instead identify specific elements of the project that they can accomplish. The \$20,000 limit is for the purposes of comparison; CMAP reserves the right to negotiate contracts in a different amount with successful proposers, based on negotiated scope. The specific responsibilities of the contractor (including scope, timeline, and deliverables) will be determined through negotiations after the contractor's selection but before the preparation of a final contract.

General Information

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected consultants it determines can best meet the requirements outlined below.

Negotiations will be held as necessary to select the firms(s) that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to "Reservation of Rights" below, it is anticipated that contracts with several organizations or firms will be awarded for the work described. Some contracts will begin in fall 2011, while others may not begin until 2012; all will be complete by December 2013.

SECTION 2: Scope of Project and Procurement Details

Scope of Services

This RFP seeks external assistance for a variety of LTA projects that are underway or planned to begin in later 2011 or 2012. These projects have been divided into six "elements" for the purposes of this RFP. The six elements of this RFP include the following:

- Element A: arts and culture. CMAP intends to assist local governments across the region to incorporate arts and culture into their local land use plans, ordinances, and other regulations. This project would create a "toolkit", or a set of model approaches that local governments could use to incorporate arts and culture within their local planning documents. The arts and culture toolkit will require the participation of an external contractor with direct experience in the arts. Relevant roles for the contractor may include researching best practices, writing the toolkit, coordinating the participation process, or similar activities. See the project element description in Appendix A for further detail to use in submitting an approach in proposals.
- Element B: greenway planning. Among the LTA projects expected to begin in April 2012 is a project involving a greenway plan and open space connections (termed a "lifestyle corridor" by the community) in the Village of Antioch. CMAP is seeking a contractor with direct experience in greenway and open space planning to contribute to this project. See the project element description in Appendix B for further detail to use in submitting an approach in proposals.
- Element C: participatory community research. Beginning in September 2011, CMAP will be working with the Developing Communities Project, a community-based organization based on the south side of Chicago, to support the CTA's extension of the Red Line to 130th Street. CMAP's work is meant to demonstrate that the Red Line extension will improve livability in nearby areas, both through quantitative analysis and qualitative methods. CMAP seeks assistance with qualitative elements of this project, including interviews with residents concerning the benefits that the Red Line extension will bring and development of materials (including reports, videos, and others) to document the results. Contractors responding to this element should be able to provide examples of similar projects, particularly in communities that are demographically similar to those affected by the Red Line extension. See the project element description in Appendix C for further detail to use in submitting an approach in proposals.
- Element D: sustainability planning (Park Forest). Two current LTA projects involve sustainability planning, one sponsored by the Village of Park Forest (element D) and the other by Lake County (element E). As defined by CMAP, sustainability plans cover many topics primarily but not exclusively centered around environmental sustainability, including planning and design, natural systems, energy and climate, and economic and equity issues. While CMAP has expertise in many of these issues, an experienced

contractor(s) is being sought to supplement CMAP's work. Contractors should demonstrate specific experience within some (though not necessarily all) of the topics above, including developing baseline measures, identifying appropriate indicators and targets, preparing specific recommendations, and developing implementation strategies. The [project website](#) contains information on the status of this ongoing project, which kicked off in spring 2011 and is expected to be completed in April 2012. See the project element description in Appendix D for further detail to use in submitting an approach in proposals.

- Element E: sustainability planning (Lake County). A second LTA project involves assisting Lake County with sustainability planning. The project is similar in scope to the Park Forest project described above, but will also include assisting the County in disseminating the results of the project to municipalities within Lake County. See the project element description in Appendix E for further detail to use in submitting an approach in proposals.
- Element F: workforce development. Several LTA projects, including but not limited to comprehensive plans for lower or moderate income communities, are expected to include research and recommendations concerning workforce development. These projects have not yet been firmly identified. CMAP is seeking a contractor with expertise in workforce development to assist with these parts of relevant LTA projects. The contractor's role is expected to include analyzing workforce data, developing recommendations for inclusion in local plans regarding workforce, and proposing implementation steps to accomplish these recommendations. The contractor should have experience working regionwide and must be familiar with the approach of GO TO 2040 to workforce development, summarized on [the GO TO 2040 website](#). See the information on the website for further detail to use in submitting an approach in proposals. The contractor is expected to be asked to begin contributing to ongoing projects in October 2011, and a role in additional projects is expected to continue through 2012.

Contractors should specify within their response to this RFP which of these six elements they are responding to. It is not expected that a single contractor will be able to respond to all of these six elements. CMAP's expectation is that one contractor will be selected for each of the six elements; however, CMAP reserves the right to select more than one contractor within the same element. While forming teams is permitted, forming multidisciplinary teams is not necessary because multiple contractors will be selected with experience in different elements.

To ensure comparability across responses to this RFP, contractors are asked to propose an approach within each element that **does not exceed \$20,000 in cost**. Contractors must specify staff to be involved, hourly rates, and any non-staff costs. Each approach should specify clear roles and deliverables for the contractor, keeping in mind that each project will be led by CMAP, with contractors filling specific roles within the overall project. The approaches proposed by contractors are not expected to complete the entire project, but to instead identify specific elements of the project that they can accomplish. The \$20,000 limit is for the purposes of comparison; CMAP reserves the right to negotiate contracts in a different amount with successful proposers, based on negotiated scope.

For example: Contractor X may wish to respond to elements A and C of this RFP. The contractor would prepare one approach addressing element A (assistance with arts and culture planning) which does not exceed \$20,000 in cost, and a separate approach addressing element C (participatory community research) which does not exceed \$20,000 in cost. These may be submitted to CMAP as one proposal document, but should clearly indicate that two separate approaches are included. To continue the example, if Contractor X is selected to provide services for element A, CMAP would negotiate a detailed scope of work, timeline, set of

deliverables, and budget with Contractor X for this project. The final scope and budget may differ from the original proposal, depending on the result of the negotiations.

The total value of contracts issued in response to this RFP – covering all of the six elements above, combined – is expected to be approximately \$120,000.

Selection Process Schedule

On August 31 at 11:00 a.m. CDT, CMAP will host a non-mandatory pre-bid information session 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 is required for entry into building tower. To join by webinar/conference call, e-mail yambriz@cmmap.illinois.gov requesting RFP 078 webinar/conference call information by noon on Monday, August 29.

August 24:	Post RFP
August 31:	Non-mandatory informational session held at CMAP for interested contractors
September 16:	Submissions due
September 22-28:	Interview finalists (if necessary)
September 30:	Recommendation of selected contractors (any eventual contracts over \$25,000 must be approved by CMAP Board which would occur at a later date)
October 1:	Begin to enter into contracts for projects beginning immediately. Other contracts will not begin until 2012.

Evaluation and Award Process

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

1. The firm or organization’s demonstrated record of experience in providing the professional services identified in the Scope of Services to support the selected projects.
2. The responsiveness to the scope of services identified in this RFP.
3. Experience working on similar projects within the Chicago metropolitan area, and in particular, experience in building capacity among local governments and community-based organizations.
4. The reputation of the firm or organization based on references.
5. Cost to CMAP, including consideration of per-hour costs.

All timely responses received to this RFP will be reviewed and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. Proposal cost will be evaluated against the other factors based upon the professional judgment of those involved in the evaluation. An in-house CMAP committee will make the selection decision. Bidders who are deemed most responsive may be asked to answer questions from the committee.

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

CMAP will work with selected contractors to determine individual budgets and timelines for each project that results from this RFP. Budgets and timelines must be finalized prior to contract execution.

SECTION 3: Submittal Requirements

Proposals must be received at CMAP on or before 3:00 p.m. September 16, 2011

Submissions should be submitted in the order presented:

1. A general description of your firm or organization's structure, experience, services and staff.
2. For each of the six elements that your proposal responds to:
 - a. A narrative describing the approach that the firm or organization would take to complete the tasks outlined in the Scope of Services and the corresponding Appendix Element Description section of this RFP. A separate narrative is expected for each of the six individual elements of this RFP (e.g., to be considered for two elements, submit two distinct narratives, one for each).
 - b. Descriptions of three recent projects completed by your firm or organization that demonstrate capacity to complete the tasks outlined in the Scope of Services section of this RFP. As above, three recent projects should be described for each element of the RFP that the proposal responds to.
 - c. A detailed price proposal demonstrating cost-effectiveness: Submit the "Price Proposal Form", Attachment 1. This should be done individually for each element of the RFP that the proposal responds to.
3. At least three references, including individual contact name, name of company and phone number, that CMAP staff may contact regarding the contractor's qualifications to undertake this project.
4. The respondent shall also sign and submit the "Certificate Regarding Workers' Compensation Insurance", Attachment 2, and the "Information to be Provided by Bidder", Attachment 3.

Submission of Proposals

Three (3) paper copies of all proposals as well as one (1) electronic version in PDF format on CD ROM must be submitted no later than 3:00 p.m., September 16, 2011. 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.078
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@cmap.illinois.gov.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

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

Reservation of Rights

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

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

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

SECTION 5: General Provisions

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

1. Complete Agreement.

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

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

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

accounting@cmap.illinois.gov
 - b. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by

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

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

5. Audit and Access to Records.

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

- (1) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

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

- (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

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

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

7. Termination.

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

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

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

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

12. Prohibited Interest.

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

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

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

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

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

17. 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.
24. International Boycott. Contractor certifies that neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulation of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
25. Forced Labor. Contractor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

Federally Funded Agreements

A. Standard Assurances. The Contractor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other

federal requirements in carrying out any project supported by federal funds. The Contractor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Contractor agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Contractor's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Contractor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

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

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Contractor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Contractor receives federal assistance.

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

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.

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

D. Control of Property. The Contractor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular A-102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 49 CFR Part 18.22 and OMB Circular A-87, "Cost Principles for State, local or Indian tribal governments".

F. Debarment. The Contractor shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Contractor certifies that to the best of its knowledge and belief, the Contractor and the Contractor's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Contractor to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Contractor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when CMAP determined whether to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause. The Contractor shall provide immediate written notice to CMAP if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this

Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by CMAP. The Contractor Agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by CMAP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Contractor knows the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to, check the Non-procurement List. If the Contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

G. Single Audit. The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:

1. State or local governments that 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 Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Contractor's fiscal year.

H. Drug Free Workplace. The Contractor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

I. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Contractor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Contractor's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases,

refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

J. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Contractor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Contractor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

K. Procurement Compliance Certification. The Contractor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The Contractor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

L. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, the Contractor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation)) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by SAFETEA-LU, 23 U.S.C. 502 note.
2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or SAFETEA-LU, 23 U.S.C. 502 note, the Contractor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

M. Davis-Bacon Act. To the extent applicable, the Contractor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

N. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D)

As required by OMB, the Contractor certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91-616, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;
 - Protection of wetlands pursuant to Executive Order 11990;

- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

O. Energy Conservation To the extent applicable, the Contractor and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

P. Clean Water For all contracts and subcontracts exceeding \$100,000, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

Q. Clean Air For all contracts and subcontracts exceeding \$100,000, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.

R. Eligibility For Employment In The United States The Contractor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

S. Buy America Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

T. False Or Fraudulent Statements Or Claims The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. Contractor agrees to include this clause in all state and federal assisted contracts and subcontracts.

U. Changed Conditions Affecting Performance The Contractor shall immediately notify CMAP of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

V. Third Party Disputes or Breaches The Contractor agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA or U.S. DOT and CMAP reserve the right to concur in any compromise or settlement of any third party contract claim involving the Contractor. The Contractor will notify FTA or U.S. DOT and CMAP of any current or prospective major dispute pertaining to a third party contract. If the Contractor seeks to name the Government as a party to the litigation, the Contractor agrees to inform both FTA or U.S. DOT and CMAP before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Contractor will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FTA's or CMAP's immunity to suit.

W. Fly America Contractor will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

X. Non-Waiver The agrees that in no event shall any action or inaction on behalf of or by CMAP, including the making by CMAP of any payment under this Agreement, constitute or be construed as a waiver by CMAP of any breach by the Contractor of any terms of this Agreement or any default on the part of the Contractor which may then exist; and any action, including the making of a payment by CMAP, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to CMAP in respect to such breach or default. The remedies available to CMAP under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

Y. Preference for Recycled Products To the extent applicable, the Contractor agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Z. Cargo Preference - Use of United States Flag Vessels. The Contractor agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to the Project.

AA. The Contractor is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the Contractor does not have a CCR number, the Contractor must register at <https://www.bpn.gov/ccr>.

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

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

SECTION 6: Special Provisions

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

Attachment 1: Price Proposal Form

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposal (RFP) 078 for External Assistance With Local Technical Assistance (LTA) Projects dated August 24, 2011, the undersigned, as an individual(s) with the authority to bind the Proposer, understands and agrees to the specifications, terms, conditions and provisions of the RFP and prices proposed below unless otherwise modified by mutual agreement of the parties. It is also agreed that the proposal submitted in response to the RFP is valid for ninety (90) calendar days from the proposal due date.

Please enter pricing into the following matrix. Provide a separate matrix for each element submitted. Please provide additional specifics where possible. Rates for all staff that will work on the element must be submitted. Attach additional sheets if necessary. For ease of entry, feel free to copy and paste the table into an Excel spreadsheet; insert lines as necessary.

Element (letter and name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			\$20,000

Element (letter and name) _____

	Hourly Rates	Number of Hours	Total Cost
Staff Level 1			
Staff Level 2			
Staff Level 3			
Staff Level 4			
Travel and other fixed expenses (please describe)			
TOTAL			\$20,000

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/Contractor _____

Signature _____

Name and Title _____

Date _____

Attachment 3: Information to be provided by Bidder

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

Firm Name: _____ Contact Person: _____

Business Address:

Telephone: (____) _____ FAX: (____) _____ E-mail: _____

Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, 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.

RFP 078, Appendix A
Element A: Development of Arts and Culture Toolkit

Project Purpose:

The purpose of this project is to assist local governments across the Chicago metropolitan area to incorporate arts and culture into their local land use plans, ordinances, and other regulations.

Proposed Project Summary:

This project would create a “toolkit”, or set of model approaches that local governments could use to incorporate arts and culture within their local planning documents. Toolkits are meant as “how to” guides for local communities to provide step-by-step guidance on how to address certain topics within their local planning documents. The arts and culture toolkit will likely provide guidance to communities on issues including:

- Defining what “arts and culture” includes, and describing what the community expects as the benefits of addressing this topic in local planning documents.
- Setting goals related to arts and culture, either qualitative or quantitative.
- Evaluating current conditions, including focus groups, key informant interviews and discussion of potential data sources or the potential need for local collection of data and information.
- Developing recommendations for incorporating arts and culture into local planning documents, including identifying barriers to arts and culture activity that local planning can influence – for example, barriers that are caused by existing zoning ordinances.
- Pursuing next steps, including revising plans and ordinances. Model language will be included in the document that can be added within comprehensive plans, ordinances, or other regulations.

CMAP’s process for developing the arts and culture toolkit will be deliberate and transparent, with opportunities for stakeholder involvement during its development. In an early stage, a detailed outline for the document will be developed and discussed with CMAP working committees and relevant external groups. A group of organizations with interest or experience in addressing arts and culture within local planning documents will be convened to guide the work, and will meet several times to provide comments and advice. Also, several local governments that are interested in applying the arts and culture toolkit will be identified, and once the model approach is completed, CMAP will provide them with guidance in using it within their communities.

The arts and culture toolkit will require the participation of an external contractor(s) with more direct experience in the arts than CMAP staff can provide. The external contractor may be asked to take on roles including researching best practices, writing the toolkit, coordinating the participation process, or similar activities (to be determined as the project is further scoped through negotiations with the contractors).

The product of this project is expected to focus clearly on *local planning documents*, including comprehensive plans, zoning ordinances, subdivision regulations, and other documents by which local governments guide or regulate development. The arts and culture toolkit will not include detailed recommendations for action in other areas, including arts programming by park districts or arts education in schools, for example. While these are important, they are also far beyond CMAP’s expertise.

The project is expected to start in April 2012 and take approximately nine months to complete.

RFP 078, Appendix B
Element B: Greenway (Lifestyle Corridor) Planning for Village of Antioch

Project Purpose:

The purpose of this project is to assist the Village of Antioch in planning for a “lifestyle corridor,” similar to a greenway in concept, through the community.

Proposed Project Summary:

The proposed planning effort would initiate the formalized development of an East to West Regional Greenbelt connection from the Chain of Lakes to the Des Plaines River and Millennium Trail systems through the Village of Antioch. Accomplished through the restoration of the Sequoit Creek and facility enhancements to existing open space and pedestrian infrastructure, the corridor planning effort will supplement the Village’s Comprehensive Plan and establish the basis for the future capital project implementation. The major elements of the concept would entail the study and adoption of strategy that outlines regulatory and financial feasibility and limitations, preliminary design matters, and scoping analysis acting as a platform and basis for engineering, permitting, capital planning and construction.

As envisioned, the Greenbelt would be defined as a “Lifestyle Corridor” which if developed in its full capacity, would address a number of environmental, social, transportation, and recreational demands faced by the Village of Antioch and its surrounding communities. Meeting these challenges would restore the Northwestern Lake County’s public connection to the Chain of Lakes, which has been compromised and limited over the past fifty years through less than coordinated or sustainable development patterns. Even more dramatic would be the establishment of an environmentally sensitive multimodal transportation network linking the region’s most significant natural resource to the historic mixed use core of the Village, the North Central Metra Service, Chicago O’Hare, the City of Chicago, as well as the Millennium Trail and Des Plaines River trail system; all without the prerequisite of an automobile.

The Village is currently in the process of completing the adoption of a Transit Implementation Study and Form Based Code adoption, which includes future planning efforts and economic development strategy geared toward Transit Oriented Development (TOD) opportunities within the sphere of influence of the Metra Station. The Greenbelt project would complement this effort by further exploring the opportunity and feasibility of mixing urbanized TOD’s with recreation and non-motorized transportation modes and ecotourism in growing exurban communities and markets.

A successful effort would not only improve the quality of life for the residents of Antioch, but reestablish the greater region’s historical significance and recreational relevance through the investment in environmentally/context sensitive approaches. The project and the innovative solutions would act as a model demonstrating the integration of various land use disciplines and their complementary approaches to fields of environmental stewardship and resource recovery, civil engineering, landscape architecture, and community and regional planning.

CMAP is seeking an external contractor(s) to complement its work on this project. The contractor should have experience in greenway planning in general, and may be asked to take on specific roles within the project, likely in one or more (though not necessarily all) of the following areas:

- Sustainable infrastructure, including Complete Streets and greenway planning
- Wetland restoration and aquatic resource recovery
- Stormwater management and flood mitigation
- Intermodal connectivity, especially pedestrian and aquatic
- Ecotourism and economic development

This project is anticipated to begin in April 2012 and take approximately one year to complete.

RFP 078, Appendix C
Element C: Participatory Community Research to Support CTA Red Line Extension

Project Purpose:

For the purposes of this RFP, the primary goal of this project is to demonstrate the “livability” impacts of the CTA Red Line extension.

Proposed Project Summary:

Through the Local Technical Assistance program, the Chicago Metropolitan Agency for Planning (CMAP), in collaboration with CTA, is proposing to assist Developing Communities Project (DCP) in their campaign for the CTA Red Line extension by demonstrating the impact this new capital project will have on the lives of residents the Red Line will touch. This project will support the CTA’s pursuit of federal New Starts funding, which now includes livability as one of its key criteria; this project will help to demonstrate how the Red Line extension improves livability in the affected community areas. CTA will coordinate with CMAP to provide technical assistance to DCP, review products, and provide materials for dissemination.

Building on the partnerships that have been developed by DCP over the past 8 years to advocate for and support the Red Line Extension project, CMAP will work with DCP’s Red Line Oversight Committee (ROC), to identify and convene a project advisory committee. This committee’s primary responsibility will be to identify stakeholders and assist with qualitative and quantitative information gathering. This might include: interviewing stakeholders, focus groups, surveys, and dissemination of information. Part of the purpose of the stakeholder interviews will be to outline the livability benefits of the Red Line Extension project; work on this will be based in part on the findings of two major studies conducted by Voorhees Center that examined transit equity and economic development benefits that will be created by extending the Red Line further south and pursuing transit-oriented development along the line.

The final product of this work will be a series of community profiles and stories captured through videos, asset maps, and other promotional materials. The goal of these products will be to show the human impacts of bringing new transit service to the South Side of Chicago, thus enforcing the connection of both federal and local efforts to increase “livability” across the region. Through the creation of these products, DCP will have additional tools that will help to sustain the community momentum of this regionally prioritized project and convey the importance of the CTA Red Line extension to federal, state, and local stakeholders.

Assistance from an external contractor(s) is sought in the qualitative information gathering and summarization described above. The contractor may be asked to take on roles including interviewing stakeholders, conducting focus groups, preparing reports and summaries of findings, and similar activities.

This project is anticipated to begin September 2011 and take approximately one year to complete.

RFP 078, Appendix D
Element D: Sustainability Plan for Park Forest

The following is a proposed outline of the steps needed to complete the Sustainability Plan (SP) for the Village of Park Forest (VPF) as part of the Chicago Metropolitan Agency for Planning's (CMAP) Local Technical Assistance program. CMAP staff will work closely with the VPF to undertake this planning assignment. The planning process has been formulated to maximize public involvement, ensuring that the end product is driven by the Village and its stakeholders. The outcome of the process will be a document that sets forth a clear direction to achieve the Village's sustainability objectives, as well as recommendations for implementation items and continued monitoring of progress.

CMAP is seeking an external contractor(s) to assist with elements of this project. The project is currently in Phase III of the below scope, so contractors should consider its status when proposing an approach. The contractor may be asked to take on roles including developing baseline measures, identifying appropriate indicators and targets, preparing specific recommendations, and developing implementation strategies. The contractor should demonstrate specific experience in some (though not necessarily all) of the topics being addressed in the Park Forest Sustainability Plan, listed in Task IV-e of this scope.

The project is currently underway, and is expected to be completed in April 2012.

Phase I: Project Initiation

The first phase in the planning process is designed to “kick-off” the project. Two overall goals of this initial phase are: (1) to introduce CMAP staff assigned to this project to key VPF personnel; and (2) to establish the SP Advisory Committees (TAC and CAC).

Task I-a: Director's Meeting

This meeting will include focus on identification of TAC and CAC members and agreement upon scope of work, outreach plan, and preliminary timeline. The VPF will coordinate transmittal of relevant existing plans, studies, reports, and GIS data. This meeting was held on May 5, 2011.

Task I-b: Village Board Meeting

CMAP will give an overview of GO TO 2040 and the Local Technical Assistance program and present the SP project scope and timeline to the Village Board. This meeting was held on June 6, 2011.

Task I-c: Village Commissions Meeting

CMAP will give an overview of GO TO 2040 and the Local Technical Assistance program and present the SP project scope and timeline to the Plan Commission, as well as members of the Environment and Recreation & Parks Commissions, Housing Authority, and Economic Development Advisory Group. This meeting was held on June 7, 2011.

Task I-d: TAC & CAC Kick-off Meetings

We will hold project kick-off meetings with both the Technical Advisory and Citizen Advisory Committees to introduce the project scope and schedule, and discuss the concerns and priorities that the Committee members would like to see addressed in the SP. This discussion will be structured to identify priorities and issues within the key topic areas identified in Task IV-e.

Task I-e: Project Website

The SP project page will be hosted on the VPF's website. CMAP will provide materials to post on the project web page, such as document drafts, online surveys, meeting notes and announcements, etc. VPF Staff will be responsible for posting all material and keeping the SP project page up-to-date.

Task I-f: Informational Video

CMAP will interview 3 individuals from the Village and take video footage of sustainability-related initiatives in the Village for inclusion in a short informational video about the project.

Phase II: Sustainability Vision

Although the community will provide input during all phases of this planning process, the second phase is designed to include varying key community outreach techniques at the outset of the project to identify critical sustainability-related issues and goals for the VPF.

Task II-a: Public Kick-off Meeting & Visioning Session

CMAP will work with the Village to lead an interactive kick-off meeting which centers on answering the question, "What does sustainability mean for Park Forest?" We will brainstorm priorities and issues for the key topic areas identified in this Scope of Work and seek to come to consensus on priority topics for the SP.

Task II-b: Youth Workshop

We will repeat the process for Task II-A with local area high school students to understand the youth perspective on sustainability.

Task II-c: Key Person & Group Interviews

CMAP will conduct key person and group interviews, including Village staff and officials, residents, business owners, community leaders, students, and other stakeholders. CMAP will work with VPF staff to determine an appropriate list of interviewees. When appropriate, we will group participants whom we anticipate will have common interests (ie members of the Rich Township Senior Center).

Task II-d: Identify Vision & Priorities

After completing the previous tasks in Phase II, we will present a draft of the project vision and priorities to VPF staff for approval.

Phase III: Sustainability Assessment

The third phase of the planning process will begin at the same time as Phase I and includes the collection of data, information, studies, GIS data, and other available information regarding the existing conditions of the Village. Unique to the creation of a SP, in-depth data collection will be required for Plan topic areas. This data will be used to create baseline indicators which will form the basis for the recommendations and indicator goals of the SP.

Task III-a: Review Existing Plans, Codes, Programs, and Policies

We will review existing plans, reports, programs, policies, and ordinances related to the SP. Particular attention will be given to zoning and subdivision codes, planning documents (Strategic Plan for Land Use and Economic Development (2009), 211th Street Metra Station TOD Plan (2008), DownTown Master Plan, etc), and municipal policies. This review will serve as the starting point for the analysis to take place in the following tasks and phases, and will help prepare for the community forum outlined above. It will also help us to fully understand how sustainability measures and design criteria are currently incorporated or missing, or where barriers might exist to their development. We will also review any recent site plan or subdivision submittals that will illustrate development trends and approaches to sustainability in the Village.

Task III-b: Develop Demographic Profile

To further our understanding of the Village's residents, we will create a basic demographic profile, to be included in the Sustainability Assessment.

Task III-c: Collect Baseline Data

Working closely with Village staff, CMAP will collect baseline data needed to create the SP's baseline indicators for Task III-e. Staff assistance and leadership will be needed to gather the required data. Data to be collected may include but is not limited to electricity, natural gas, and water usage; vehicle miles traveled; amount of waste; number of high ozone days; energy supply; water quality; etc.

Task III-d: Develop Baseline Indicators & Sustainability Assessment

Using the data collected in Task III-c, we will perform analysis to calculate baseline indicators related to each key topic area (see Phase IV). During this task, we will also conduct a preliminary zoning and subdivision code audit. These findings will be summarized in the Sustainability Assessment document, which can be likened to an existing conditions report. The Assessment will include baseline indicators for each key topic area (outlined in Task IV-e) and a summary of the analysis undertaken to determine each indicator.

Task III-e: External Technical Assistance

CMAP will consult with its partners, such as the Delta Institute and Center for Neighborhood Technology, to review the development of baseline indicators and strategies for setting target indicators.

Task III-f: Internal Sustainability Assessment Review

CMAP will present the draft Sustainability Assessment first to Village staff for an initial review. After incorporating Village comments, the TAC and CAC will review the draft and recommend revisions. These revisions will be discussed and confirmed with staff prior to their incorporation into the document. The Sustainability Assessment will serve as the second section of the SP (see Task IV-c).

Phase IV: Develop the Sustainability Plan

Task IV-a: Develop Target Indicators

CMAP will work with Village staff and other appropriate parties to develop target indicators for Task IV-b. The TAC and CAC will be of particular importance in helping to prioritize target indicators as well as thresholds for use during Task IV-b.

Task IV-b: MetroQuest Web Tool

CMAP will gather feedback on target indicators and strategies to achieve those indicators via the web, potentially using MetroQuest as a tool to elicit preferences.

Task IV-c: Public Workshop: Sustainability Indicators

During this workshop, CMAP will present the Sustainability Assessment created during the previous phase and build upon the assessment by proposing a series of target indicators for community feedback. Community preferences will be gauged by keypad polling and table activities.

Task IV-d: Topical Focus Groups

We will work with the VPF to identify members of the community with a particular interest in or knowledge of topics related to the SP, as outlined in Phase IV. These community members will be organized into subcommittees to provide input and feedback specific for various aspects of the plan.

Task IV-e: Draft the SP

Based on the wealth of information collected from the previous phases and tasks, the SP will be drafted. The document will be clearly narrated and illustrated whenever possible to be easily understood by all. The SP will be organized according to the following format:

- I. Introduction
- II. Sustainability Assessment

- III. *Goals, Target Indicators, & Strategies by Key Topic Area*
- IV. *Implementation Strategy*
- V. *Monitoring & Reporting*
- VI. *Appendices*

Key SP topic areas will include:

- A. Planning & Design
 - a. Development Patterns
 - b. Green Building
 - c. Transportation & Mobility
 - d. Open Space & Recreation
- B. Natural Systems
 - a. Water
 - b. Waste
 - c. Ecosystems
- C. Energy & Climate
 - a. Greenhouse Gases
 - b. Energy
- D. Economic Development
 - a. Local Business & Green Jobs
 - b. Local Food Systems
 - c. Municipal Policies & Practices (to be drafted by the VPF)
- E. Equity & Social
 - a. Education
 - b. Community Health & Wellness
 - c. Housing Diversity
 - d. Arts & Culture

Each section will include, to the extent possible, target indicators and benchmarks by which to evaluate the Village's future success on each issue. The SP will also include a detailed implementation section that describes tasks to be undertaken to achieve each objective, priority level, party responsible for the completion of the task, additional resources, and approximate expected duration and cost for each task.

Task IV-f: Internal SP Review

The draft SP will be presented throughout its development in modules for Village staff and TAC/CAC review. Since the Sustainability Assessment piece will already have been reviewed and finalized in the previous task, we will focus on Sections III-V of the Plan for this Task. We anticipate presenting the drafts in the following 4 modules:

- (1) Goals, Metrics, & Strategies (Planning & Design)
- (2) Goals, Metrics, & Strategies (Natural Systems; Energy & Climate)
- (3) Goals, Metrics, & Strategies (Economic Development; Equity & Social)
- (4) Implementation Strategy; Monitoring & Reporting; Appendix

Each module will be presented first to Village staff for an initial review. After incorporating Village comments, the TAC and CAC will review the document and recommend revisions. These revisions will be discussed and confirmed with staff prior to their incorporation into the document. After completing these revisions, the document will be ready for public presentation.

Task IV-g: Public Open House

This meeting will be the first public presentation of the draft report. We anticipate a public reception where the key elements of the plan are displayed on large boards and the public can circulate through and ask questions of the Village, CMAP staff, focus groups, and TAC and CAC members. Then a more formal PowerPoint presentation of the plan will be made, followed by a question and answer session. Comments will be collected via this meeting as well as on the website. These comments will be reviewed with the Village and consolidated into a set of action items for revision.

Phase V: Review, Revise, & Adopt the Plan

Task V-a: Public Hearing Draft

CMAP will revise the SP in preparation for public hearings based on comments received during the Public Open House.

Task V-b: Public Hearing Presentations

Through the public hearing process, Village staff will collect comments, questions, and suggestions from public hearings and consolidate them into a series of action items for revision or response. CMAP will be available for public hearings as necessary, and will incorporate the revisions into the final Sustainability Plan.

Task V-c: Final Sustainability Plan

CMAP will provide the VPF with a pdf copy of the final document and other desired supporting information.

The project is currently underway, and is expected to be completed in April 2012.

RFP 078, Appendix E
Element E: Sustainability Planning for Lake County

Project Purpose:

The purpose of this project is to prepare an update and addendum to the Lake County Regional Framework Plan that focuses on sustainability.

Proposed Project Summary:

The Lake County Board has identified a key goal to “Promote a Sustainable Environment” in its Strategic Plan. Part of this goal is to “Research existing and new alternative land use policies and regulations to enhance the County’s natural resources and ecological systems.” This goal fits with CMAP’s goal to promote Livable Communities and to: Achieve greater livability through land use and housing; manage and conserve water and energy resources; expand and improve parks and open space; and promote sustainable food sources.

The County’s land use policies are contained in the 2004 Lake County Regional Framework Plan. While the Plan contains a number of sustainable policies, there have been significant advances in sustainable practices since then. With the County Board’s call to evaluate and promote sustainable land use policies, it is time to update the *Regional Framework Plan* with an addendum on sustainable land use and development strategies.

Lake County received an Energy Efficiency Community Block Grant from the US Department of Energy to fund the development of a model ordinance for Sustainable Building and Site Development Standards. These model standards are currently being developed with the help of consultants, community members and representatives from local municipalities. As we proceed to finalize these model building and development standards, it will be important to have a draft Sustainability Plan, as an addendum to the *Regional Framework Plan*. This Sustainability Plan will provide philosophical and legal support to help facilitate the passage of the sustainable standards into our Unified Development Ordinance.

This Sustainability Plan will begin by identifying the current Vision, Goals and Policies statements in the *Regional Framework Plan* that support sustainable development and conservation. CMAP will then compile the sustainability strategies that are compatible with the Lake County Strategic Plan and have been developed by the consultants for the Sustainable Building and Site Development Standards. These goals, policies and strategies will then be presented to the Regional Planning Commission (RPC) and the municipal and community partners to consolidate a comprehensive set of goals and policies for the Sustainability Plan.

Topic areas that will be covered include:

- Sustainable land use and development
- Green building techniques
- Green infrastructure and BMPs
- Protection of natural resources
- Water supply and usage
- Renewable energy
- Recycling
- Economic growth

CMAP will compile comprehensive goals and policies with the feedback from the RPC and community partners and will forward them to the Planning, Building and Zoning Committee and County Board for approval. Following the approval of the Sustainability Plan, CMAP will assist Lake County staff in disseminating the document and a description of the process to municipalities in Lake County, with the goal of encouraging them to engage in similar activities.

CMAP is seeking an external contractor(s) to complement its work on this project. The contractor should have experience in sustainability planning in general, and may be asked to take on specific roles within some (though not necessarily all) of the topic areas listed above. The contractor may also be asked to assist with the dissemination of relevant information to local governments within Lake County.

The project is expected to begin in February 2012 and take approximately one year to complete.