



Chicago Metropolitan  
Agency for Planning

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## REQUEST FOR QUALIFICATIONS (RFQ) NO.341

Project Consulting Services

Friday, February 20, 2026



## REQUEST FOR QUALIFICATIONS (RFQ) NO. 341 Project Consulting Services

*The Chicago Metropolitan Agency for Planning (CMAP) invites firms, vendors, or consultants to submit qualifications for its Project Consulting Services as described in this scope of services. Please read each section carefully for information regarding the proposal and submittal instructions.*

# SECTION 1 - BACKGROUND AND GENERAL INFORMATION

## 1.1 Chicago Metropolitan Agency for Planning

The Chicago Metropolitan Agency for Planning (CMAP) is the region's metropolitan planning organization. The agency and its partners have developed ON TO 2050, a comprehensive plan that builds upon its predecessor GO TO 2040, to help the seven counties and 284 communities of northeastern Illinois implement strategies that address community, prosperity, the environment, governance, transportation, and mobility. CMAP has adopted core values, which are: lead with excellence, pursue equity, passion for public service, drive innovation and foster collaboration. These values guide all of the decisions taken by the agency and the CMAP team. See [www.cmap.illinois.gov](http://www.cmap.illinois.gov) for more information.

## 1.2 General Information

In 2023, CMAP prequalified 31 firms under 11 Service Areas under Consulting Services RFQ 277 and RFQ 289. The selected firms were prequalified for three years to perform work using a Project Authorization Order (PAO) for each project. For each project, the prequalified firms in the project Service Area submitted staff qualifications and price proposal forms. CMAP has issued 34 projects under these two past RFQs.

## 1.3 Schedule

CMAP will conduct a non-mandatory pre-submittal information webinar on **February 25, 2026, at 1:00 PM Central Time**. Please use the information provided below to attend:

[RFQ 341: Project Consulting Services Pre-Proposal Webinar](#)

Participation in the pre-submittal discussion is non-mandatory. The webinar is offered as a way to best understand the scope of work we are trying to accomplish. Questions received during pre-submittal conference or via email to Procurement prior to the questions deadline will be compiled into a single document, answered, and posted to CMAP's website in the form of an Addendum. Respondents to this RFQ must sign and date the addendum(s) to acknowledge any information shared by CMAP regarding the active solicitation. The addendum(s) is required to be submitted with firm's response to this solicitation. Responses absent of signed and dated addendum(s) will be deemed non-responsive.



**Key Dates:**

RFQ Release	February 20 <sup>th</sup> , 2026
Pre-Submittal Meeting (optional)	February 25 <sup>th</sup> , 2026, at 1:00 PM Central Time
Deadline for Questions	March 4 <sup>th</sup> at 3:00 PM Central Time
Submission deadline	March 23 <sup>rd</sup> at 3:00 PM Central Time
Estimated award recommendation	May 20 <sup>th</sup> , 2026

*CMAP reserves the right to make any adjustments necessary to the above solicitation schedule. Please visit <https://cmap.illinois.gov/procurement> to register to receive procurement announcement from the Chicago Metropolitan Agency for planning by visiting*

**1.4 Purpose**

RFQ 341 Project Consulting Services seeks to prequalify firms under 14 Service Areas. This RFQ seeks firms to submit qualifications for at least one of the Service Areas listed below. Through this solicitation, CMAP is seeking 3 to 8 firms to be prequalified in the below 14 planning Service Areas. CMAP may qualify firms or contractors for one or more of the services proposed. CMAP will qualify as many firms as it deems necessary but is under no obligation to qualify any of the responding firms. No teams or subcontractors to a prime contractor should be proposed as part of this RFQ. The total number of prequalified firms may vary in each Service Area. The individual Service Areas are:

- **SERVICE AREA 1:** ADA public right-of-way self-evaluation and transition plans
- **SERVICE AREA 2:** Bicycle and pedestrian-focused transportation plans / supplemental support
- **SERVICE AREA 3:** Capital improvement planning
- **SERVICE AREA 4:** Consensus-based stakeholder communications and engagement strategy development and management
- **SERVICE AREA 5:** Land use plans
- **SERVICE AREA 6:** Local road safety plans/ Safety action plans / supplemental support
- **SERVICE AREA 7:** Market and demographic analysis
- **SERVICE AREA 8:** Pavement management planning
- **SERVICE AREA 9:** Planning renderings, illustrations, drawings, and graphic design
- **SERVICE AREA 10:** Regional policy analysis
- **SERVICE AREA 11:** Transportation modeling and technical analyses
- **SERVICE AREA 12:** Transportation plans
- **SERVICE AREA 13:** Travel activity data capture and processing by camera and other detection devices
- **SERVICE AREA 14:** Water quality

Following prequalification of firms through this RFQ, as projects progress and consultant assistance needs within a Service Area are identified, project authorization orders (PAOs) will be compiled and CMAP will transmit requests for bids to all pre-qualified firms or contractors who have been pre-qualified under the applicable Service Area.



Contractor or firm selection for each PAO will be based upon cost, best overall value, and project understanding.

Some projects may require areas of expertise outside of the Service Areas listed above. As such, pre-qualified contractors or firms may choose to form a team of contractors when responding to PAOs to meet project needs. While subcontractors are not prequalified through this RFQ, CMAP reserves the right to approve of subcontractors upon acceptance of PAO bids. Please see **2.1 Scope of Services** for more information.

### 1.5 Communication

CMAP conducts all procurements activity in a fair, transparent, and competitive manner and evaluates responses based on criteria appropriate to the solicitation. From the issuance of this Request for Qualifications, through the final award, respondents shall not communicate regarding this solicitation with CMAP staff or CMAP-retained consultants except through the designated Point of Contact, as expressly permitted by the RFQ, or as required under existing contractual relationships. Any other communication related to this solicitation is prohibited, and CMAP reserves the right to reject any response for noncompliance.

**RFQ Point of Contact:** [procurements@cmap.illinois.gov](mailto:procurements@cmap.illinois.gov). All questions must be submitted via email to the Point of Contact email address provided.

### 1.6 RFQ Amendments

In accordance with applicable local and federal requirements, CMAP reserves the right, at its discretion, to make any adjustments it deems necessary to this solicitation, including any technical requirements or scheduled deliverables.

## SECTION 2 – SCOPE OF SERVICES

### 2.1 Scope of Work

Each year projects are identified to determine how much work will occur across the northern Illinois region, within Service Areas as listed in section 1.3. CMAP anticipates approximately ten (10) or more projects will be issued per year as a result of this RFQ. **However, projects depend on many factors, such as available funding, and CMAP makes no guarantee of a minimum quantity or value for the anticipated projects.** As projects progress and consultant assistance needs within a Service Area are identified, project authorization orders (PAOs) will be compiled and CMAP will transmit requests for bids to all firms who have been prequalified under the applicable Service Area.

For each project, the firm will work directly for CMAP, although interaction with the local project sponsor (typically a municipality) will often be needed as well. Projects may consist of a single community, a subarea, or a multijurisdictional project. The specific communities where the work will be conducted will be determined by CMAP as projects advance.



Tasks and deliverables:

Please refer to **Attachment 1: Service Area Descriptions** for comprehensive information on the potential tasks and deliverables under each Service Area. All deliverables produced:

- i. Must use ADA-compliant accessibility formats,
- ii. Use accessible language, that being language that includes everyone and is easy to understand,  
and
- iii. May require materials to be translated into the region or area's most spoken languages.

Timelines for contracts (RFQ and individual PAOs):

The contracts awarded for this RFQ will be for a period of three years with two (2) one-year options for renewal. The timeline for individual PAO contracts will vary and be based on the needs of the project and the contract period begins on the date the agreement is fully executed.

PAO bids: Submission requirements

PAO bids from prequalified firms require submission of a narrative statement in PDF format describing the work plan and milestone timeline to complete the tasks in the PAO's Scope of Work. The narrative statement should include:

- i. Dedicated project manager for project,
- ii. Assigned staff for required roles,
- iii. Project Management Plan. Details may be provided at time of award detailing activities, schedules, and milestones for awarded projects,
- iv. Communication Plan,
- v. Training and transition plan for CMAP staff training and product delivery transfer,
- vi. Any vendor assumptions or expectations of CMAP,
- vii. Any vendor anticipated project activities to be completed by CMAP,
- viii. Any project management systems and/or reporting tools that will be used in the completion of the project,
- ix. Approach to address any technical or service issues that may arise during the course of project completion,
- x. Quality Assurance/Quality Control (QA/QC) methods used for error and risk mitigation, and quality assurance.

PAO bids: Proposal of optional deliverables

Respondents may, at their discretion, describe any optional or supplemental deliverables that are not included in the PAO's Scope of Work but that the respondent could reasonably provide if requested. These optional items are for informational purposes only, will not be evaluated or scored, and shall not be included in the proposed price or schedule. CMAP is under no obligation to request or accept any optional deliverables, and any such services, if pursued, would be subject to separate discussion and written authorization.



### PAO contracts: Costs/reimbursement

Unless otherwise stated, all PAO contracts will be a Cost Reimbursement agreement. Costs incurred outside of original price proposal must be approved prior to purchase. Unauthorized purchases will not be reimbursed. Respondents whose quotes contain stipulations, missing required documentation, or are submitted after the deadline will be deemed non-responsive and will be rejected.

### PAO pricing/invoicing

Prices proposed shall reflect only the required project milestones and deliverables resulting from the described Scope of Work. Any optional or supplemental services described elsewhere in the proposal shall not be included in the proposed pricing and shall not be used as a basis for future price adjustments.

All labor, roles, rates and every other associated cost for project completion must be provided by Respondent and are to be included in pricing. Appropriate licensing and insurance are required.

All invoices are to be mailed to [accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov).

## SECTION 3 – SUBMITTAL REQUIREMENTS

### 3.1 Submission Instructions

All respondents to this request for qualifications must submit **all** required documents by the submission deadline provided above in **Section 1.2** to be considered for solicitation. It is important to note that when responding to this request for qualifications:

- i. RFQ Proposal Form must be completed and submitted with qualifications.
- ii. All responses shall be typed and submitted as a single PDF document.
- iii. A **separate** PDF document is required for **each** Service Area for which you are applying.
- iv. Submissions that exceed stated word limits will be considered incomplete and **will not be evaluated**.
- v. Each Service Area has its own detailed, bullet-pointed description, provided in Attachment 1: Service Area Descriptions. **Required information that must be submitted, as detailed in Section 4.3 (about firm capability, project approach, public engagement approach, working with agencies similar to CMAP, and project examples), must directly address the specific bullet points provided in the Service Area description.**

Each response to a Service Area must be submitted as a single PDF document via email to CMAP at [procurements@cmap.illinois.gov](mailto:procurements@cmap.illinois.gov) no later than **3:00 PM Central Time on March 23, 2026**. The PDF document must be labeled: "RFQ341\_SERVICE AREA NUMBER\_FIRM NAME".

For example, if applying for Service Area 3: Capital improvement planning, the PDF must be labeled: "RFQ341\_3\_FIRM NAME".



Late submissions will be rejected.

### 3.2 Code Report

A copy of the firm's SAMS.gov CAGE Code Report must be included in your submission as CMAP cannot legally enter a contractual relationship without a valid, active CAGE code. All contracted vendors MUST have a valid and ACTIVE System for Award Management (SAM) CAGE Code. If your firm does not have a CAGE Code, please begin the process now at [www.sam.gov](http://www.sam.gov) and register your entity. There is no fee for this registration.

Submissions without all signed and dated required documents will be deemed unresponsive and will not be evaluated.

Submissions without Unique Entity Identifier (UEI) will be deemed unresponsive and will not be evaluated.

### 3.3 Addition Documents and Information

#### Insurance Requirement

If selected for award, the respondent shall provide proof of insurance prior to execution of a contract and shall name CMAP as an additional certificate holder. Insurance coverage must comply with Illinois requirements for professional services, including professional liability/errors and omissions insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, unless otherwise specified in the solicitation. All insurers must be licensed to do business in the State of Illinois. The respondent is responsible for maintaining coverage throughout the duration of the contract and for providing updated certificates of insurance to CMAP as needed.

**Certificate Holder:** Chicago Metropolitan Agency for Planning  
433 West Van Buren Street, Suite 450  
Chicago, Illinois 60607

#### Additional Documentation

Upon award, Respondent will be asked to provide the following additional documentation to CMAP:

- i. Illinois Certificate of Good Standing,
- ii. Contractor Affidavit (Provided by CMAP),
- iii. Economic Disclosure Statement (Provided by CMAP), and
- iv. Certificate of Insurance (COI).

Insurance, Contractor's Affidavit, and Economic Disclosure Statement will be part of awarded contract.



## SECTION 4 – EVALUATION OF QUALIFICATIONS

### 4.1 Evaluation Process

Responses are evaluated individually, and without discussion, by an internal CMAP committee assigned to make the project selection decision. All timely responses received to this solicitation will be reviewed for completeness.

### 4.2 Evaluation Factors

CMAP will evaluate all responses to this Request for Qualifications (RFQ) by the firm’s demonstrated qualifications to provide the services and complete the tasks described in the applicable Service Area description, based on the evaluation factors listed below. Please note that the evaluation factors are different for Service Areas requiring a public engagement approach and those that do not.

<b>Service Areas requiring a public engagement approach: (Service Areas 1, 2, 3, 4, 5, 6, 8, 12, 14)</b>	
<b>Evaluation Factor</b>	<b>Max Points</b>
Firm capability (15%)	15
Project approach (30%)	30
Public engagement approach (10%)	10
Working with CMAP or similar agencies (5%)	5
Project team resumes (15%)	15
Project examples (25%)	25
<b>TOTAL</b>	<b>100</b>

<b>Service Areas <u>not</u> requiring a public engagement approach: (Service Areas 7, 9, 10, 11, 13)</b>	
<b>Evaluation Factor</b>	<b>Max Points</b>
Firm capability (15%)	20
Project approach (30%)	30
Working with CMAP or similar agencies (5%)	5
Project team resumes (15%)	15
Project examples (30%)	30
<b>TOTAL</b>	<b>100</b>

#### **Service Area Required Information:**

Please use the below directions when submitting qualifications for each service area. Please refer to **Attachment 1: Service Area Descriptions** for specific Service Area projects and tasks.

#### *Firm capability (300 words maximum)*

Provide an overview of the firm’s qualifications to provide the services and complete the projects and tasks as described in the Service Area description.



*Project approach (600 words maximum)*

Explain how the firm approaches the projects and tasks as described in the Service Area description.

*Public engagement approach (if applicable) (300 words maximum)*

Provide a summary explaining the firm's philosophy toward public engagement and provide clear examples of how the firm's project tasks, activities, or events demonstrate that philosophy in action. (PLEASE NOTE: This is not applicable to the following Service Areas: 7, 9, 10, 11, 13)

*Working with agencies similar to CMAP or completing similar scopes of work (300 words maximum)* Provide a practical explanation of how the firm will work and coordinate with CMAP staff, including explaining the firm's understanding of the role of client in the projects and tasks as described in the Service Area description.

*Links to project team resumes (5 resumes maximum)*

Provide links to resumes of project team members who would work on projects and tasks as listed in the specific Service Area description.

*Project examples (3 examples, 1 page maximum for each project)*

Provide 3 project examples that demonstrate experience completing tasks and projects as described in the Service Area description and verified by references. Project examples should include the following:

- a. Project location,
- b. Client name, including individual contact name, contact title, phone number, and email (will be contacted as a reference),
- c. Project dates (start, end, duration),
- d. A project description that clearly describes the firm's contributions,
- e. Project tasks that the firm's work supported, and
- f. A rough estimate of project cost, which should focus on the cost of the firm's contributions, not the overall cost of the larger project.

#### **4.3 Analysis and Verification**

CMAP will award contracts only to respondents determined to be responsible, in accordance with FAR Subpart 9.1, 2 C.F.R. §200.318(h), and the Illinois Procurement Code (30 ILCS 500/20-15). In evaluating responsibility, CMAP may consider a respondent's integrity, compliance with applicable laws and policies, past performance, and technical and financial ability to successfully complete the work. Contracts will not be awarded to respondents who are debarred, suspended, or otherwise ineligible under federal or state law. If a respondent is found non-responsible, CMAP will document the reasons and provide written notice to the respondent.



## SECTION 5 – CONTRACTUAL AGREEMENT AND RIGHTS

### 5.1 General Terms and Conditions

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

Said General Terms and Conditions included herein as **ATTACHMENT 2** apply to the solicitation to which this section describes and to any contract that results from the solicitation. Signatories' proposals of this solicitation certify and agree that these conditions and procedures and terms and the conditions and any procedures specific to this project will be adhered to unless amended in writing. Therefore, any requested modifications or exceptions to the General Terms and Conditions must be clearly stated in the Proposal Submittal Form. The granting of requested exceptions to the general terms and conditions shall be at the sole discretion of CMAP.

Once a contract is executed, change requests made to personnel, titles, personnel hours, hourly rates or subcontractors, including subcontractor personnel, personnel hours or hourly rates must receive prior written approval from the CMAP project manager.

### 5.2 Reservation of Rights

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

- i. Withdraw this RFQ at any time without prior notice,
- ii. Accept or reject any and all submissions, or any item or part thereof,
- iii. Postpone qualifications due date,
- iv. Not award a contract to any submitter responding to this RFQ, or
- v. Award a contract without negotiations or discussions.

## List of Attachments:

Attachment 1: Service Area Descriptions

Attachment 2: a) General Terms and Conditions and b) Certifications



**ATTACHMENT 1: SERVICE AREA DESCRIPTIONS**

WORK PLAN NO.	PROJECT TITLE	DATE
2026.052	Project Consulting Services	2/20/2026

On the following pages, each Service Area has its own Service Area description.

**All responses to this Request for Qualification (RFQ) must include all of the information and documents specified in Section 4.3 Service Area Required Information, submitted as a single PDF document.**

*Service Areas:*

- [SERVICE AREA 1: ADA public right-of-way self-evaluation and transition plans](#)
- [SERVICE AREA 2: Bicycle and pedestrian-focused transportation plans / supplemental support](#)
- [SERVICE AREA 3: Capital improvement planning](#)
- [SERVICE AREA 4: Consensus-based stakeholder communications and engagement strategy development and management](#)
- [SERVICE AREA 5: Land use plans](#)
- [SERVICE AREA 6: Local road safety plans/ Safety action plans / supplemental support](#)
- [SERVICE AREA 7: Market and demographic analysis](#)
- [SERVICE AREA 8: Pavement management planning](#)
- [SERVICE AREA 9: Planning renderings, illustrations, drawings, and graphic design](#)
- [SERVICE AREA 10: Regional policy analysis](#)
- [SERVICE AREA 11: Transportation modeling and technical analyses](#)
- [SERVICE AREA 12: Transportation plans](#)
- [SERVICE AREA 13: Travel activity data capture and processing by camera and other detection devices](#)
- [SERVICE AREA 14: Water quality](#)



## SERVICE AREA 1: ADA public right-of-way self-evaluation and transition plans

### *Service Area 1 description:*

These projects seek to assist local municipalities develop and implement ADA transition plans and self-evaluations in compliance with Title II requirements, specifically focused on public rights-of-way.

Projects require:

- Measuring, inventorying, analyzing, and prioritizing public ROW components and their compliance status
- Development of grievance procedures
- Robust public outreach
- Integration of recommended ADA infrastructure improvements into existing capital improvement plans and municipal budgeting processes

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## SERVICE AREA 2: Bicycle and pedestrian-focused transportation plans / supplemental support

### *Service Area 2 description:*

These plans address local transportation needs to improve and increase safe and efficient access to destinations via a variety of modes, with a primary focus on walking and biking.

The planning process will involve:

- Community outreach and engagement
- Convening of local expertise through a steering or advisory committee
- Analysis of existing conditions, including:
  - Analysis of crash history and appropriate countermeasures, with a focus on vulnerable roadway users
  - Route planning and infrastructure
  - Safe routes to schools and other destinations
  - Streetscapes and furnishings
  - Access for people with disabilities
  - Connections to transit (if applicable)
  - Past plans and policies
- Use of a Safe System approach to propose recommended policies, programs, and infrastructure changes to improve safe and connected travel for people on foot, bicycle, and other low-speed mobility devices



- Identification of planning level cost estimates for infrastructure as well as estimated level of difficulty or complexity
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## SERVICE AREA 3: Capital improvement planning

### *Service Area 3 description:*

This Service Area includes assisting communities with:

- Capital asset inventories
- Prioritization of future capital improvements based on importance, budget, and condition
- Asset management planning
- Creation of Capital Improvement Plans (CIPs) that include multiple categories of community assets and infrastructure systems (such as water supply, stormwater, and transportation)

Firms will also assist with:

- Capital program planning
- Financial analysis
- Asset rehabilitation and replacement costs
- Revenue projections
- Public engagement
- Potential efficiencies
- Capacity-building training for relevant staff and officials on elements of capital program planning and ongoing implementation
- Related tasks

Work under this Service Area may include assistance with:

- Infrastructure condition assessment (condition, age, service history, design life, useful life, level of redundancy)
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## SERVICE AREA 4: Consensus-based stakeholder communications and engagement strategy development and management

### *Service Area 4 description:*

This Service Area includes collaborating with CMAP staff to develop strategies for policy development through stakeholder consensus building activities to realize more equitable and resilient outcomes for all. Work may include:

- Identifying key stakeholders
  - Assessing stakeholder interests and potential for reaching consensus-based agreements
  - Designing a consensus-based process with clear goals, ground rules, work plan and timeline
  - Message mapping “story maps”
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- Preparing for meetings, and conducting pre-meeting research
- Communicating with stakeholders via email, phone, and engagement platforms
- Resolving stakeholder questions
- Meeting facilitation and drafting meeting summaries
- Managing the consensus building process to maximize success in reaching agreements that are technically sound and politically acceptable
- Promoting consensus agreements where possible and enabling near-consensus alternatives when full consensus is not feasible
- Event planning, marketing, branding

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## SERVICE AREA 5: Land use plans

### *Service Area 5 description:*

The land use plan service area includes the development of comprehensive community plans as well as downtown, neighborhood, corridor, subarea, and site-specific land use plans. Firms may be asked to lead full planning processes or provide targeted technical support for comprehensive plans, downtown, neighborhood, corridor, subarea, site plans, and other forms of land use planning.

- **Comprehensive plans** establish a long-term vision for a community and provide a policy framework intended to help the community achieve its goals. Comprehensive plans generally address:

- Land use
- Housing
- Environment
- Transportation

Comprehensive plans may include other topics relevant to individual communities such as:

- Stormwater and flooding management
- Public Health
- Historic preservation
- Sustainability and climate resilience
- Natural resources
- Agricultural preservation
- Water resources
- Community character and branding

- **Downtown, neighborhood, corridor, and subarea plans** typically address specific areas, topics, or challenges rather than the all-inclusive approach used for comprehensive plans.

These types of plans may focus on:

- Flooding and storm water
- Capital improvements
- Housing supply and conditions analysis
- Retail or commercial analysis



- Industry
  - Zoning and regulatory strategies
  - or a combination of topics for a defined area of a community
- **Site plans** identify appropriate land uses and concepts for locally controlled redevelopment sites. These plans are based on previous planning work, local zoning regulations, and existing market data and analysis.
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## SERVICE AREA 6: Local road safety plans/ Safety action plans / supplemental support

### *Service Area 6 description:*

A local road safety plan (LRSP) provides a process for identifying and prioritizing potential safety improvements on local roads.

The planning process will involve:

- Engage local stakeholders and a steering committee with a focus on engaging hard-to-reach residents
- Analyze crash data to develop a high injury network using a Safe System approach
- Identify the most common causes of fatal and serious injury crashes and develop recommendations for countermeasures

The process results in a plan that:

- Assesses crash risk
- Prioritizes the most important actions including capital improvements as well as broader safety programs
- Lays out implementation steps with planning level cost estimates, level of difficulty, primary implementor and support entities

The geographic scope of the project and number of locations evaluated will depend somewhat on resources and extent of safety problems, but it is expected that an LRSP could be developed for a smaller municipality or a section of a larger one.

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## SERVICE AREA 7: Market and demographic analysis

### *Service Area 7 description:*

CMAP often requires assistance with market and demographic analysis to enhance projects during various phases of the planning process or undertake new demographic policy research in the region.

- Market analysis may be used to inform existing conditions analysis or plan recommendations based on:
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- Site-driven analysis
  - Use-driven analysis
  - Fiscal impact analysis
  - Economic impact analysis
  - Market analysis may be used for implementation steps, such as:
    - Identifying partner organizations
    - Specific funding mechanisms
  - Market analysis must include both qualitative and quantitative approaches to understanding market area conditions, including asset-based analysis.
  - Storytelling as qualitative research can complement more conventional quantitative research/data, offering a different understanding of lived experience and subjectivity to effect change in public knowledge, attitudes, and behavior.
  - Demographic analysis may be used to inform existing conditions analysis or plan recommendations but may also be used for higher level regional policy research.
  - In addition, a firm may be asked to assist municipalities with limited staff or resources, which may include:
    - Preparing RFQs
    - Acting as the community's representative in interactions with potential Developers
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## SERVICE AREA 8: Pavement management planning

### *Service Area 8 description:*

This Service Area includes assisting communities with:

- Developing local street network pavement surface condition inventories by segment, populated by assessment of current conditions, history of work on segment
- Conducting real-time scanning by road profiling vehicle or other systems over the entire inventory of said local street network to determine existing condition of pavement surface
- Assessing current pavement conditions and assigning a conditions-based score
- Prioritization of future improvements based on pavement life-cycle extension potential, importance, budget, and condition
- Pavement management planning
- Pavement management software systems implementation
- Creation of Pavement Management Plans (PMPs) that include scoring of current conditions on local street network, recommendations on scheduled improvements ranging from surface preservation to rehabilitation, and multi-year work / budget plan

Firms will also assist with:

- Pavement surface focused capital program planning



- Financial analysis
- Pavement preservation, rehabilitation and replacement costs
- Revenue and other funding source projections
- Public engagement
- Potential efficiencies
- Capacity-building training for relevant staff and officials on elements of, and software tools for, pavement management planning and ongoing implementation
- Related tasks

Work under this Service Area may include assistance with:

- Pavement asset condition assessment (condition, age, service history, design life, useful life)

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## SERVICE AREA 9: Planning renderings, illustrations, drawings, and graphic design

### *Service Area 9 description:*

CMAA often requires assistance enhancing projects visually to improve the understanding and accessibility of the content for potential users. These services cover general graphic designer support, to include:

- Renderings, illustrations, and drawings to demonstrate the visual impact of planning or policy directions in specific areas using:
  - Hand-drawn mediums
  - Computer-generated mediums
  - Comparing current and future conditions, this work often includes:
    - Oblique aerial views
    - Street-level renderings
    - Street-level photo simulations
- To ensure that content is visually appealing, easy to understand, and accessible to users, additional services may include:
  - The design and layout of planning documents
  - Infographics
  - Icons/logos, and other deliverables in final published reports
- Visual storytelling through video and audio design and production may also be required

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## SERVICE AREA 10: Regional policy analysis

### *Service Area 10 description:*

These analyses would involve collaborating with CMAA to answer discrete questions raised through



the regional planning, programming, and policy development processes. These analyses are intended to supplement CMAP staff capacity and provide specialized expertise to inform decision-making, evaluate tradeoffs, and support implementable strategies.

Assignments may range in scale, duration, and topic and will be closely coordinated with CMAP staff. Work may include qualitative and quantitative analysis, policy evaluation, scenario testing, and synthesis of complex information for technical and non-technical audiences.

### **Policy Categories**

Consultant work under this service area may include, but is not limited to, the below policy categories CMAP anticipates that the most competitive (outstanding) responses will demonstrate experience across multiple policy categories, ideally all four. However, firms with strong expertise in one or more categories are encouraged to submit a response and clearly identify their areas of focus and experience.

#### **Transportation policy, finance, and system performance**

- Transit policy, including fare policy, service planning options, capital planning, governance approaches, supportive land use strategies, and alternative revenue strategies
- Tolling policy and road pricing policy, including toll rate structures, regulatory environments, tolling technologies, customer service considerations, and road usage charging concepts
- Transportation system funding, including identification of revenue options, evaluation of the suitability of revenue options across generally accepted tax policy principles, exploration of regulatory constraints and opportunities, and commentary on implementation considerations
- Planning-level financial forecasting and modeling, including spreadsheet-based analyses for various potential transportation funding options across various implementation scenarios
- Transportation system asset management, including approaches to optimize conditions for both highway and transit facilities

#### **Economy and regional competitiveness**

- Economic development and regional competitiveness, including labor markets, access to jobs, industry clusters, freight and logistics, and global economic positioning
- Workforce and employment trends, including implications for transportation access, land use, and regional investment strategies
- Market and real estate analysis related to infrastructure investment, redevelopment, and regional growth patterns

#### **Land use, housing, and community development**

- Land use and development policy, including growth patterns, redevelopment strategies, and coordination between land use and infrastructure investment
- Housing supply, affordability, and market dynamics at regional and subregional scales



- Community-scale planning and policy analysis that supports reinvestment, infill development and sustainable growth

### **Environment, climate and natural resources**

- Water resource policy, including water supply, water quality, and stormwater management
- Climate adaptation and resilience strategies, including integration into planning and investment decisions
- Emissions reduction strategies, including transportation and land use related approaches
- Natural resource protection and open space systems
- Environmental policy analysis related to regional planning and infrastructure investment

Expected deliverables may include:

- Best practice/peer scan memos
- Demographic and socioeconomic analysis
- Data-driven analysis to support scenario planning and policy development at regional and subregional scales
- Recommendation memos
- Technical memos
- Legislative/regulatory reviews
- Maps/spatial analysis
- Charts/infographics
- PlansDashboards
- StoryMaps
- Live models detailing analysis (for example, in Excel)
- Presentation materials
- Meeting support (for example, polling, discussion questions, facilitation, subject matter expertise)

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## **SERVICE AREA 11: Transportation modeling and technical analyses**

*Service Area 11 description:*

- Independent review and interpretation of modeling results, anticipated to primarily include regional travel demand modeling
- Specialized modeling services, such as traffic microsimulation and transit ridership modeling, and/or independent review and interpretation of those modeling results

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## **SERVICE AREA 12: Transportation plans**



*Service Area 12 description:*

These plans may address:

- Assessing existing and future conditions for specific corridors, intersections, districts, or community-wide transportation networks, including roadway, bicycle, pedestrian, and transit infrastructure
- Evaluating the feasibility and potential performance of proposed transportation infrastructure improvements, including technical, operation, fiscal, and implementation considerations
- Developing graphically driven multimodal concept plans suitable for public engagement and stakeholder review
- Analyzing anticipated impacts of proposed improvements, such as changes in traffic operations, multimodal access, safety outcomes, and budget implications

Work may also include:

- Preparing generalized cost estimates for recommended improvements, including capital, operations, and long-term maintenance considerations
- Drafting high-level scopes of work and corresponding cost estimates for preliminary engineering, final engineering, construction engineering, or related phases to support local budgeting, grant applications, and project programming
- Developing recommendations that are actionable and accompanied by considerations related to phasing, funding eligibility, permitting, and interagency coordination, as appropriate

CMAP does not anticipate that the firm will be asked to prepare engineering drawings as a part of these activities.

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## SERVICE AREA 13: Travel activity data capture and processing by camera and other detection devices

*Service Area 13 description:*

CMAP often requires assistance collecting passenger vehicle, non-motorized, and freight system data (such as volumes, speeds, delay and user behavior) to better understand the regional transportation network in large-scale regional and local area context. This work supports corridor planning efforts, freight network planning, safety planning, and future project programming efforts. This will include the ability to:

- Capture video footage for defined 24-hour periods.
  - Some video (e.g., at highway-rail grade crossings) will simply be transmitted to CMAP. Other video will be transmitted to commercial services to detect, process, and document vehicle classification, including passenger vehicles, single-unit trucks, multi-



unit trucks, pedestrians, and cyclists.

- This also includes the ability to provide turning-vehicle counts by intersection approach by these classifications, all in 15-minute increments for a defined 24-hour period. Pole-mounted field cameras are commonly used for these purposes. The data collected by these means shall also be capable of being downloaded and formatted into documents and reports supporting CMAP internal and external work activities.
- Equipment to capture video will be the firm's responsibility, as will engagement of commercial services to process the video into counts.
- Capture vehicle speed distributions for defined periods using radar devices.
- Capture infrastructure condition images and data using location-enabled survey software, such as Survey123, to support CMAP transportation planning activities.
- Obtain data manually, consistent with the procedures laid out in the ITE Manual of Transportation Engineering Studies or as coordinated with CMAP.
  - Such data may include freight studies, saturation flow rates, and occupancy/length of stay for loading zones, truck parking, and other parking studies.
  - In addition, some bike-pedestrian counts may be obtained manually where the installation of pole-mounted video cameras is not feasible in off-street locations.
- As activities are assigned, determine what permits, if any, are necessary from the jurisdiction agency, and obtain the permits, providing proof of insurance as required by the jurisdiction agency.
- Conduct data collection in a manner so as to maximize the safety of workers and travelers, including appropriate attire and setbacks from moving vehicles. Safety training will be the firm's responsibility.

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## SERVICE AREA 14: Water quality

### *Service Area 14 description:*

This service area consists of tasks to assist CMAP with watershed-based planning and water quality technical assistance being conducted in partnership with Illinois EPA. Work may include:

- Development of new or updates of existing watershed-based plans and executive summaries to be consistent with U.S. EPA's nine minimum elements for a watershed management plan, Illinois EPA requirements, and current watershed planning principles. Work may include:
  - Assistance with stakeholder engagement
  - Development or update of a comprehensive watershed resource inventory, including



aerial analyses, field data collection, development of GIS-based data collection apps, pollutant load modeling, and preparation of maps and data tables

- Development or update of a watershed management action plan, including recommended watershed protection measures and associated pollutant load reductions and planning level cost estimates for both site-specific best management practices (BMPs) and watershed-wide BMP scenarios, public education and outreach products and activities, funding and technical assistance resources, implementation schedule, interim measurable milestones, criteria for determining progress, and monitoring to evaluate effectiveness of BMP implementation
- Development of interactive GIS web maps for public input, display of stream, lake, and detention basin inventory assessment data, and display of final plan recommendations
- Technical assistance, which may include:
  - Water quality modeling, which may include:
    - Identifying point-source pollution sources
    - Modeling to quantify pollutant loading
    - Modeling to estimate pollutant load reductions and planning level costs for urban and agricultural BMPs
    - Developing hydrologic and nutrient budgets
    - Assessing how surface waters will respond to watershed and environmental changes (e.g., land use change, climate change)
    - Developing total maximum daily loads (TMDLs)
    - Quantifying benefits of water quality protection policies
  - Hydrologic and hydraulic modeling
  - Field reconnaissance and provision of general recommendations for best management practices (BMPs) to address nonpoint source pollution and water quality problems
  - Development of preliminary designs for BMPs to address nonpoint source pollution and water quality problems
  - Assistance with public information, education, and outreach products and activities
  - Assistance with grant applications



## ATTACHMENT 2A: CMAP GENERAL TERMS AND CONDITIONS

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

### 1) Complete Agreement.

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



equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

- f. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
- g. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors
- h. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2) Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers compensation insurance and similar matters.

3) Assignment.

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

4) Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no



part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i)

contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP;

(ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

6) Method of Payment. Project expenditures are paid directly from federal and/or state funds. Because CMAP is responsible for obtaining federal reimbursement for project expenditures, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support project-related expenditures. The following procedures should be observed to secure payment:

- a. Based on services performed, Contractor may submit invoices as frequently as once a month, but is required to submit invoices no later than fifteen (15) days after the end of each quarter. Failure to submit such payment request timely will render the amounts billed an unallowable cost for which the CONTRACTOR cannot be reimbursed. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to: [accounting@cmmap.illinois.gov](mailto:accounting@cmmap.illinois.gov)

All invoices shall be signed by an authorized representative of the Contractor.

- b. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. All invoices for services performed and expenses incurred by Contractor for the services of this Agreement must be presented to CMAP no later than fifteen (15) days after the close of the fiscal year for multi-year contracts, or no later than fifteen (15) days after the end of this Agreement for shorter term contracts. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to Contractor on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).



- c. CMAP shall make every effort to pay invoices in accordance with its normal processes and procedures for all undisputed amounts within ninety (90) days of receipt of a valid invoice, provided CMAP, as applicable, received, approved and/or issued an acceptance for the particular component of work or phase of work included in said invoice. Transfer of funds will be made electronically, with a notification of the transfer will be made to the Contractor.
  - d. Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each contractor, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the Contractor:
    - i. By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).
    - e. The Contractor is required to pay all subcontractors within thirty days of receiving payment for that portion of the work from CMAP. Failure to pay subcontractors within thirty days may jeopardize future CMAP contract awards.
- 7) Conflict of Interest. In order to avoid any potential conflict of interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
- 8) Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the Contractor in support of their invoices.
- 9) Access to Records.
- a. The Contractor and its Subcontractor, under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the Contractor and its Subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:



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

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

10) Subcontracts.

- a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
  - b. The Contractor shall include a provision in all of its Subcontracts, if any, and such provision shall require Subcontractor to comply with any and all Contractor requirements contained herein. Additionally, all subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.
  - c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.
- 11) Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
- 12) Suspension. If the Contractor fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Contractor, suspend the Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations of funds pending corrective action by the Contractor. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Contractor in writing that the Agreement has been terminated by Event of Default in accordance with paragraph 14 hereof. CMAP may determine to allow such necessary and proper costs which the Contractor could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

13) Termination/Remedies.

- a. 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 for Convenience.
- b. The following shall constitute an "Event of Default" by a party to this agreement (Party or party):



1. A Party's failure to perform any non-monetary obligation under this Agreement and such failure is not cured within thirty (30) days of written notice from another Party;
  2. A Party's material breach of any representation or warranty which is the subject of this Agreement and is not cured within ten (10) business days of such breach; and;
  3. A Party's failure to timely meet its payment obligations under Attachment 5, and such failure is not cured within five (5) business days of receipt of written notice from the other Party.
- c. Termination by Default will allow this Agreement to be terminated in whole or in part in writing by either party in the event of an Event of Default Prior to Contractor terminating this Agreement for default, the Contractor shall have an order from a court of competent jurisdiction in Cook County, Illinois finding CMAP in default under this Agreement.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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 according to the Commercial Arbitration Rules of the American Arbitration Association, as may be modified pursuant to an



arbitration agreement between the Parties and the arbitrator. The arbitrator's decision shall be a reasoned opinion and may be entered as a judgment in any court having competent jurisdiction. If the arbitrator determines that the evidence produced through the arbitration process is insufficient to support a decision, the arbitrator may conclude the arbitration proceedings without a decision. 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.

- 14) 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.
- 15) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the Contractor pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the Contractor from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or required by law.
- 16) Reporting/Consultation. The Contractor shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 17) 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>)."
- 18) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; epidemics, pandemics, national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable or inevitable, beyond the control and is not due to the fault or negligence of the party not performing.
- 19) Hold Harmless and Indemnity. Neither Party shall be liable for actions chargeable to the other party under this agreement including but not limited to, the negligent acts and omissions of the Party's agents, employees or subcontractors in performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be constructed as seeking to enlarge or diminish any obligation of duty owed by one Party against the other party.



Subject to the Remedy paragraph of this Agreement, each party (each, in such capacity, the “Indemnifying Party”) shall indemnify and hold harmless the other party, its subsidiaries, affiliates and its and their respective successors, assigns, directors, officers, employers, and agents (each, in such capacity, the “Indemnified Party”), from and against any and all liabilities, claims, demands, damages, losses, settlements, judgments, costs and expenses, including reasonable attorneys’ fees, whether or not involving a claim by a third party, (any “Claims”), actually or allegedly, directly or indirectly, arising out of or related to: (1) any breach of any representation or warranty of such Indemnifying Party contained in this Agreement; (2) any breach or violation of any covenant or other obligation or duty of such Indemnifying Party under this Agreement or under applicable law; (3) any third party Claims which arise out of, relate to or result from any act or omission of such Indemnifying Party, in each case whether or not caused in whole or in part by the negligence of the other Party, and whether or not the relevant Claim has merit. In no event shall an Indemnifying Party be liable for any consequential or punitive or exemplary damages in connection with this Agreement. This paragraph shall survive the expiration or termination of this Agreement for a period of five (5) consecutive years.

20) Standard of Care. Contractor shall perform the services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.

21) Right to Rely. Contractor shall be entitled to rely without independent verification upon the accuracy and completeness of information and data provided by CMAP or obtained from generally accepted sources within the industry, except to the extent such verification by Contractor is expressly required as a defined part of the services.

22) Ownership of Documents, Intellectual Property, and Confidential Information.

a. Patents and copyrights. 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.

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.

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.

- b. CMAP Ownership of Documents and Intellectual Property. Upon payment of all amounts due under this Agreement all documents, and other media, data studies, designs, data, intellectual property and reports including but not limited to any deliverables developed in the performance of this contract or provided as instruments to the Scope of Work, without limitation and whether preliminary or final, shall become and remain the sole property of CMAP including all copyrights inherent in them or their preparation. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. Contractor shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than for which it was prepared under this Agreement. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the Contractor. Contractor shall be entitled to retain one copy of such documents, data and records for legitimate record-keeping purposes. During the performance of the Scope of Work, the Contractor will be responsible for any loss or damages to the materials described herein while they are in its possession, and any such lost item or damaged will be restored solely at Contractor's expense. The Contractor agrees to not assert or authorize others to assert any rights or make any claim under patent or copyright laws, or otherwise to any such documents and materials referenced in this paragraph.
- c. Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder and explicitly included as a deliverable in Contractor's scope of work (or any amendments thereto), without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Contractor. CMAP at its sole discretion shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP at its sole discretion shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of CMAP.

- d. CMAP Confidential Information. All deliverables, reports, data, findings or information in any form prepared, assemble or encountered by or provided by Contractor or its Subcontractors, if



any, under the contract are the property of CMAP and are confidential, except as specifically authorized in this contract or as may be required by law (“CMAP Confidential Information”). Any of the CMAP Confidential Information shall not be made available to any individuals or organizations without prior written consent from CMAP. The Contractor will ensure the confidentiality of this information and ensure all employees or subcontracts know and understand these confidentiality requirements. The Contractor acknowledges that any disclosure of CMAP’s Confidential Information will result in irreparable injury to CMAP, which cannot be adequately compensated with damages. Accordingly, Contractor agrees that CMAP may obtain injunctive relief against any disclosure or threatened disclosure of CMAP’s Confidential information, in addition to any such remedies that may be available in law or in equity. The terms and provisions set forth in this subparagraph shall survive the termination of this Agreement.



## ATTACHMENT 2B: CONTRACTOR CERTIFICATION OF SPECIFIC PROVISIONS

### **Certification One: Certificate Regarding Workers' Compensation Insurance**

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.

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."

### **Certification Two: Certificate Regarding Professional Liability Insurance**

The CONTRACTOR agrees to purchase and maintain throughout the term of this Agreement professional liability/errors and omissions (if legal, accounting, consulting IT or similar professional services are provided). The limit of such coverage shall be no less than one million dollar (\$1,000,000) per claim/occurrence.

### **Certification Three: Certificate Regarding Contract Amendment and Concurrence Policy**

This Applies to All Primary and Subcontractors

1. A Request for Concurrence will be required for the following:
  - a. A change in a key person specified by the CMAP Project Manager when justifying the selection of the contracted vendor.
  - b. If the Vendor Project Manager disengages from the project for more than 3-months or reduced the number of hours working on the project by 20% or greater.
2. An Amendment and revised Price Proposal Form will be needed for the following:
  - a. Any scope change – justification will also be required
  - b. A staff title is added to the project – justification will also be required
  - c. The transfer of cost from any line item that exceeds 10% of that line-item cost of \$1,000, whichever is greater.
  - d. The addition of any subcontractor not originally listed on the Price Proposal Form.  
Note: CMAP will need to seek concurrence from any third-party grantors prior to executing the amendment.

### **Certification Four: FTA Certification Regarding Lobbying**

The Federal Transportation Authority (FTA) a source of funds for this project requires the Certification for Contracts, Grants, Loans, and Cooperative Agreements to be submitted with each bid or offer exceeding \$100,000. The Submitter shall attest to understanding and complying with the FTA Certification Regarding Lobbying (49 CRF PART 20) requirement and submit a completed "FTA Certification Regarding Lobbying" for any



proposals which may or will exceed \$100,000.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

**Acknowledged:**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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