



Chicago Metropolitan Agency for Planning

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February 7, 2024

REQUEST FOR PROPOSALS (RFP) NO. 297 COMPREHENSIVE CLIMATE ACTION PLAN TECHNICAL ASSISTANCE

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested firms for Comprehensive Climate Action Plan Technical Assistance, as described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information webinar on Wednesday, February 14, 2024 at 1:00pm. Central Standard time (CST). Please use the information provided below to attend.

Microsoft Teams Pre-Bid Information Webinar

[Click here to join the meeting](#)

Meeting ID: 280 761 649 657

Passcode: 87fXCU

Or call in (audio only)

[+1 872-215-6245,631663350#](tel:+18722156245631663350) United States, Chicago

Phone Conference ID: 631 663 350#

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

If your team is qualified and experienced in performing the described services, CMAP would appreciate receiving your submission as indicated in the RFP. The deadline for responding to the RFP is 3:00 p.m., CST on **March 1, 2024**.

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

Sincerely,

A handwritten signature in blue ink that reads "Kimberly Piper-Cannon".

Kimberly Piper-Cannon
Procurement Officer

Enclosure

REQUEST FOR PROPOSALS (RFP) NO. 297

COMPREHENSIVE CLIMATE ACTION PLAN TECHNICAL ASSISTANCE

The Chicago Metropolitan Agency for Planning (CMAP) invites consultants to submit proposals for its Comprehensive Climate Action Plan Technical Assistance RFP, as described in this scope of work. 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 region's metropolitan planning organization. The agency and its partners have developed ON TO 2050, a comprehensive plan that builds upon its predecessor GO TO 2040, to help the seven counties and 284 communities of northeastern Illinois implement strategies that address community, prosperity, the environment, governance, transportation and mobility. CMAP has adopted core values, which are: lead with excellence, pursue equity, passion for public service, drive innovation and foster collaboration. These values guide all of the decisions taken by the agency and the CMAP team. See www.cmap.illinois.gov for more information.

General Information

As a result of responses to this RFP, CMAP plans to review submissions and may conduct interviews with selected consultants it determines can best meet the requirements outlined below. Negotiations may be held on both the scope and the cost to select the consultant 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 a contract will be awarded for the work described. The contract awarded will be for a period of 18 months with two one-year options for renewal.

SECTION 2: Scope of Project and Procurement Details

Project Description

CMAP, in partnership with the Metropolitan Mayors Caucus (MMC), is participating in Phase 1 planning work related to the U.S. Environmental Protection Agency (USEPA) Climate Pollution Reduction Grant (CPRG) program funds granted to MMC.

Phase 1 involves three major deliverables:

- Priority Climate Action Plan (PCAP) – led by MMC, due March 1, 2024;
- Comprehensive Climate Action Plan (CCAP or Plan) – led by CMAP, due July 28, 2025; and
- Status Report – led by CMAP, due May 2027.

This RFP focuses on the CCAP deliverable of Phase 1 of the CPRG program with continued support to advance portions of the Status Report deliverable contingent on contract renewal. This project builds on previous projects to reduce GHG emissions from the transportation sector and [Request for Informational Presentations 275: Transportation Greenhouse Gas Emissions Reduction Planning](#).



The Comprehensive Climate Action Plan for the Chicago Metropolitan Statistical Area (MSA) will identify solutions to allow the region to meet net-zero greenhouse gas emissions by 2050. The CCAP will include a comprehensive review of all regional sources and sinks of emissions, develop detailed recommendations for advancing the goals of the Plan, and establish reduction targets and implementation milestones for regional stakeholders. Sectors that must be covered in the CCAP include industry, electricity generation and/or use, transportation (passenger and freight), commercial and residential buildings, agriculture and working lands, water and wastewater, waste and materials management, and natural lands and other carbon sinks.

The Chicago MSA comprises fourteen counties across three states and four metropolitan planning organizations (MPOs), including:

- Cook, DuPage, DeKalb, Grundy, Kane, Kendall, Lake, McHenry, and Will counties in Illinois;
- Jasper, Lake, Newton, and Porter counties in Indiana; and
- Kenosha county in Wisconsin.

CMAAP will work with the Northwest Indiana Regional Planning Commission (NIRPC) and consult with MMC, Kankakee-Iroquois Regional Planning Commission (KIRPC), Southeastern Wisconsin Regional Planning Commission (SEWRPC), and other coordinating entities and regional stakeholders in developing the CCAP. The CCAP will be built on the foundation of both the [2021 MMC Regional Climate Action Plan](#) and the Priority Climate Action Plan (PCAP) which is currently under development by MMC and CMAAP. The CCAP will be structured to allow for evolution over time through additional stakeholder input, policy development, and funding opportunities.

Comprehensive Climate Action Plan requirements and guidance

At a minimum, the CCAP must include, reference, and/or document the following components as articulated in the USEPA March 1, 2023 document, [Climate Pollution Reduction Grants Program: Formula Grants for Planning, Program Guidance for States, Municipalities, and Air Pollution Control Agencies](#) (CPRG Guidance):

- Stakeholder engagement activities
- GHG inventory (CPRG Guidance, page 50) – Completed by CMAAP as part of the PCAP.
- GHG emission projections (page 51) – The CCAP must include a “business-as-usual” projection and a projection of GHG emissions under a scenario where the plan is fully implemented. The inclusion of sector-based projections is strongly recommended by USEPA. CMAAP is especially interested in developing such a projection for the transportation sector.
- GHG reduction targets (page 52) – The CCAP must include economy-wide near-term (e.g., 2030-2035) and long-term (e.g., 2050) GHG emission reduction targets on a gross or net GHG emission basis. Plans should be consistent with the United States’ [formal commitments](#) to reduce emissions 50-52% relative to 2005 levels by 2030 and to reach net-zero emissions by 2050.
- Quantified GHG reduction measures (page 52) – These measures should be based on GHG emissions information and focus on achieving the most significant GHG reductions possible, while considering other relevant planning goals. The plan must identify the quantifiable GHG emissions reductions (or enhancements of carbon sinks), key implementing agency or agencies, implementation schedule and milestones, expected geographic location if applicable, milestones for obtaining implementation authority as appropriate, identification of funding sources if relevant, and metrics for tracking progress. It must also include cost information for each measure.
- Benefits analysis (page 54) – Quantified estimates of co-pollutant reductions (e.g., PM2.5, NOx, SO2, VOCs, air toxics, etc.) and/or other benefits associated with GHG reduction measures are required for the suite of measures included in the CCAP. CMAAP will also be required to track, minimize, and mitigate, to the extent possible, any potential disbenefits resulting from



implementation of GHG reduction measures included in the region's PCAP. Assessment of additional benefits is encouraged.

- Low income/disadvantaged communities benefits analysis (page 55) – CMAP must evaluate the extent to which any GHG reduction measures in the CCAP will deliver co-pollutant emissions reductions and other benefits to low-income and disadvantaged communities. Benefits to be considered include reduced energy burden, improved access to services and amenities, job creation and workforce development as well as co-pollutant emission reductions.
- Review of authority to implement (page 56)
- Leverage/and intersection with other funding (page 56)
- Workforce planning analysis (page 57) – to be completed by MMC

Expected outcomes from the CCAP should include:

- Tons of pollution (GHGs and co-pollutants) reduced over the lifetime of the measures identified in the CCAP
- Tons of pollution (GHGs and co-pollutants) reduced annually
- Tons of pollution (GHGs and co-pollutants) reduced with respect to low-income and disadvantaged communities

Other potential outcomes may include:

- Improved ambient air quality
- Health benefits achieved
- Creation of high-quality jobs with an emphasis on workers from underserved populations

Additional USEPA resources and tools

- [GHG emissions projections and GHG reduction targets](#)
- [GHG reduction measures](#)
- [Benefits analysis](#)
- [Low-income and disadvantaged community resources](#)

Scope of Services

This scope of services is for the development of the Comprehensive Climate Action Plan for the Chicago MSA. CMAP is seeking a consultant or team of consultants (collectively referred to as the “Consultant”) to augment existing CMAP staff capacity and provide expertise in the areas of greenhouse gas (GHG) emissions quantification and benefits analyses, equitable engagement of impacted communities, communications and outreach, and policy development. The Consultant will work with the CMAP project team to ensure the CCAP meets grant requirements as well as the needs of the Chicago MSA. When developing the proposal, please refer to the CRPG Guidance and additional USEPA resources and tools referenced in the Project Description section.

Most of the work will be completed between the contract start date (anticipated April 22, 2024) and the grant deadline of July 28, 2025. However, pending available funding, some work may continue past the deadline to help CMAP prepare the plan for adoption. Consultants' proposals for all tasks and options may not exceed \$400,000 and must reflect efficiency in staffing and costs. Consultants should produce a project scope that involves a level of effort consistent with that cost. Consultants should include the optional task as described below and may propose additional enhancements to the project scope for CMAP to consider. CMAP may award the tasks, optional task, and additional enhancements in whole or in part.

Project tasks include:



Task 1: Project management

The Consultant must regularly monitor the project budget and monthly invoices for work by the Consultant and any subconsultants. Invoices must be accompanied by a progress report detailing the work accomplished during the billing period. CMAP anticipates biweekly meetings throughout the contract period to complete the work below.

Task items:

- Regularly updated budget evaluation
- Monthly invoices with progress report
- Biweekly meetings with CMAP staff and others, as needed, to discuss progress and feedback on the subsequent tasks (anticipated from April 2024 to July 2025)

Task 2: Stakeholder engagement

Developing the CCAP will require extensive and inclusive engagement across a broad group of stakeholders to guide the process, obtain feedback, and garner support for adoption and implementation. CMAP is drafting a communication and engagement (C&E) plan for reaching and engaging key stakeholders. For this task, the Consultant must contribute to the development of the engagement strategy of CMAP's C&E plan and assist with its implementation.

The C&E plan will outline goals and objectives, stakeholders and audiences, key messages, strategies, outcomes/metrics, and a timeline for implementation. Key stakeholder groups include plan implementers, emissions sector subject matter experts (SMEs), low-income and disadvantaged community (LIDAC) members, and others. CMAP anticipates using varied methods and tools to engage stakeholders, including a project steering committee, focus groups, and interviews. CMAP invites consultants to propose innovative engagement strategies and inclusive activities to meet the goals, requirements, and deadline for the CCAP.

Steering committee and sector-specific focus groups

CMAP will take primary responsibility for the steering committee and sector-specific focus groups, including recruiting members, coordinating and staffing meetings, and otherwise supporting the day-to-day administration of the committee and focus groups. The Consultant will assist CMAP with these activities by identifying potential gaps in CMAP's approach and identified stakeholders, contributing to meeting agenda and materials, presenting work progress and outcomes/deliverables to the steering committee, reviewing meeting content, and participating in other engagement activities deemed necessary for the success of the project. NIRPC will assist CMAP and the Consultant in these efforts by leveraging existing relationships to help identify and engage stakeholders in Indiana.

LIDAC engagement

The C&E plan must include strategies for engaging low-income and disadvantaged communities (LIDACs). This includes identifying and engaging community-based organizations (CBOs) and/or community leaders representing communities identified as LIDACs for the purpose of the plan. Per grant requirements, CMAP has already identified LIDACs in the Chicago MSA during the development of the PCAP ([Attachment 4](#)). However, CMAP may choose to refine its definition of LIDACs for the purpose of the CCAP to better reflect the Chicago MSA and plan goals. Early outreach efforts and Consultant input could inform the engagement plan's definition of LIDACs.

The Consultant will take primary responsibility for LIDAC engagement. The C&E plan developed by CMAP and the Consultant should identify ways to meet the grant requirements for a CCAP within the grant timeline, while also building local capacity and momentum across the MSA to advance climate action and plan implementation. Engagement activities may include focus groups (in-person, virtual, or hybrid) and asynchronous activities to obtain community input at key points in the CCAP development process. The Consultant will also be responsible for tracking LIDAC engagement, documenting



engagement input, and helping the CMAP team incorporate those findings into both the planning process and the CCAP. All engagement activities must be meaningful, accessible, inclusive, and productive.

CMAP has established the Community Alliance for Regional Equity (CARE) to create deeper partnerships with community-based organizations from across the northeastern Illinois region. It is part of CMAP's multi-year investment to make engagement more equitable and inclusive of communities that have historically been excluded from planning processes. The 2024 CARE cohort includes fourteen organizations that guide decision-making that affects historically marginalized communities and network and build relationships with each other. The members of the CARE cohort are compensated for their community expertise. CMAP expects collaboration with CARE to inform the engagement approach for the CCAP as well as other areas where the team is seeking input from LIDACs, but CARE will not serve as the planning effort's exclusive engagement with LIDAC communities. The CCAP engagement plan should note how engagement with LIDAC communities will supplement collaboration with the CARE cohort.

CMAP has up to \$48,000 to provide honorariums to community-based organizations. This funding is from a three-year Department of Energy [Clean Energy to Communities \(C2C\) program](#) grant to support transportation-related emissions reduction work that can complement the CCAP. In consultation with CMAP, the Consultant should consider these funds when developing the CCAP engagement plan and identify opportunities for coordination between the CCAP and C2C projects. The Consultant is not expected to distribute honorariums as part of this RFP.

Task items:

- Assistance with steering committee and sector-specific focus groups, including identifying members and refining CMAP's approach
- Participation in up to six steering committee meetings
- Participation in up to ten meetings or interviews with sector implementers and subject matter experts
- C&E plan development and implementation, including identifying and recruiting stakeholders and LIDAC organizations, scheduling interviews, focus groups, coordinating with communications strategy, and/or other activities deemed appropriate to meet the goals, requirements, and timeline of the CCAP.
- Participation in up to three meetings (or asynchronous activities) with the CARE cohort as part of the LIDAC engagement strategy

Deliverables:

- Written feedback on CMAP's draft communications and engagement plan
- LIDAC engagement strategy to be incorporated into the draft C&E plan, which includes coordination with the communications strategy of the C&E plan
- Contributions to steering committee and focus group meeting agendas, notes, and additional materials as needed (e.g., PowerPoint presentations)
- CARE and LIDAC engagement meeting agendas, notes, and additional materials as needed (e.g., PowerPoint presentations)
- LIDAC engagement tracking, including a report of all feedback

Task 3: Communications

A communication strategy is critical to inform CCAP engagement efforts and garner support for plan adoption and implementation. CMAP is drafting a communication and engagement (C&E) plan for reaching and engaging key stakeholders. For this task, the Consultant must contribute to the development of the communication strategy of CMAP's C&E plan and lead its implementation, in consultation with CMAP and NIRPC.



The communication strategy should:

- Outline communication goals and objectives, stakeholders and audiences, key messages, strategies, outcomes/metrics, and a timeline for implementation
- Outline potential CMAP and NIRPC opportunities to raise awareness (e.g., webinars, newsletters, and social media)
- Determine a strategy for seeking community and stakeholder buy-in throughout the planning process
- Support engagement activities and be responsive to engagement activity findings
- Develop a unified message to build support for climate action that reduces harmful GHG emissions, increases resilience to climate change and extreme weather, and achieves other community and stakeholder goals
- Work to make the case for collective action and overcome concerns that the individual actions do not matter
- Build momentum for plan implementation among community-based organizations and community leaders in low-income and disadvantaged communities
- Pay particular attention to transportation implementers and stakeholders, given CMAP's role as an MPO.

CMAP expects to use a combination of printed and digital communications collateral to reach different stakeholders and audiences. Ultimately, the deliverables will depend on what the Consultant finds is necessary to meet the goals and objectives for the project.

Task items:

- Development of a communications strategy, focused on change management through message mapping, storytelling, and/or other means
- Research and development of targeted messaging appropriate for different types of stakeholder and place types in the MSA region, recognizing that different solutions and communications approaches are applicable in different contexts
- Development of communication collateral to disseminate at key points in the project timeline to build awareness of the need for a climate action plan, answer stakeholder's critical questions about effectiveness, build support for action, and communicate the meaning and significance of analyses

Deliverables:

- Communications strategy to be incorporated into the draft C&E plan, which includes coordination with the engagement strategy of the C&E plan
- Communications collateral to use throughout the project timeline (printed and digital)

Task 4: Tool review and selection

The CCAP will require the use of one or more tools to quantify GHG emissions projections, reduction targets, and reduction measures and comply with CPRG Guidance described in the Project Description section above. CMAP is interested in using a non-proprietary tool or tools that could be used during the CCAP and its future updates. For example, transportation sector tools (e.g., MOVES) should be considered and can help CMAP comply with the federal requirement for MPOs to set a [GHG emissions measure for the National Highway System](#). While CMAP is required to use MOVES for Air Quality Conformity analyses, it is only used to measure on-road emissions. The selected tool or set of tools should allow for the measurement of emissions from other parts of the transportation sector (e.g. the non-road sector). Other considerations for selecting tools include their data inputs and pre- and post-processing needs, staffing and technical knowledge, and information technology (IT). Tools evaluation should also consider the potential to estimate costs and quantify co-pollutants for the benefits analysis.



In consultation with CMAP, the Consultant will be responsible for the review, evaluation, and selection of a tool or tools to use. This will involve conducting research, synthesizing findings, and forming recommendations to inform the following tasks.

Task items:

- Review and synthesis of available tools to quantify GHG emissions and co-pollutants and estimate their cost of application in the context of the subject Plan

Deliverable:

- Draft and final memoranda summarizing available tools, evaluation, and recommendations

Task 5: Methodology development

Following CMAP's selection of the tool or tools to be used in the creation of the Plan, Consultant will help CMAP develop a methodology to quantify emissions and benefits. The methodology shall comply with applicable CPRG Guidance and cover the following for all emissions sectors:

- GHG emissions projections (business-as-usual and plan implementation)
- GHG reduction targets. For the transportation sector, specifically, updated target for the transportation sector in line with the [Federal Highway Administration's GHG emissions performance measure requirement](#)
- GHG emissions reduction measures, including cost estimates.
- Co-pollutant benefits
- LIDAC benefits, including the potential to redefine LIDACs based on engagement findings and further analysis (e.g., accounting for cumulative impacts).

The methodology should anticipate CMAP's need to meet the grant deadline for completing the CCAP. It should build in feedback loops to ensure the results from the co-pollutant and LIDAC benefits analyses (and related stakeholder engagement) can inform GHG emissions reduction measures and the plan implementation scenario. The methodology should also determine whether the business-as-usual GHG emissions projection should account for current policies, such as the [Inflation Reduction Act \(IRA\)](#) and Illinois' [Climate and Equitable Jobs Act \(CEJA\)](#).

Task items:

- Methodology development to quantify GHG emissions, reduction measures, and benefits (co-pollutants and LIDACs)
- Methodology refinement based on feedback
- Training on selected tool(s) and methodology, as needed

Deliverables:

- Draft and final memoranda outlining methodology for quantifying GHG emissions, reduction measures, and benefits
- Training session(s) on tool(s) and methodology, as needed

Task 6: Data and modeling

Applying the selected methodology and tool(s), the Consultant will provide technical assistance to CMAP's conduct of GHG quantification and analyses. The Consultant will assist by reviewing results, troubleshooting problems, and recommending adjustments to the proposed approach as needed. The Consultant may be asked to assist with modeling or spatial analysis requests, as needed to meet the grant deadline.

Task items:



- Review of GHG emissions quantification and benefits results
- Identification of adjustments to approach
- Troubleshooting potential issues
- Modeling or spatial analysis assistance

Deliverables:

- Summary of feedback on the GHG emissions quantification and benefits results as well as adjustments to approach, if applicable
- Results and documentation of modeling or analysis activities, if applicable

Optional task: Decarbonization briefs

In addition to the tasks described above, CMAP expects a proposal for the following optional task. CMAP will exercise this option at its discretion based upon budgetary constraints and project needs. If there is a situation whereby a consultant must add a subcontractor to satisfy the task, CMAP will work with the Consultant to execute a contract amendment.

The CCAP must address all regional sources and sinks of emissions, including industry, electricity generation and/or use, transportation (passenger and freight), commercial and residential buildings, agriculture and working lands, water and wastewater, waste and materials management, and natural lands and other carbon sinks. CMAP anticipates developing up to nine short policy papers or “decarbonization briefs” for each sector to understand emissions sectors and inform both modeling and engagement efforts.

In the course of completing the CCAP, CMAP may need to obtain additional expertise in a specific sector or expand its staff capacity to meet the Plan requirements within the grant deadline. If CMAP chooses to exercise this optional task, the Consultant will develop up to five decarbonization briefs and/or provide technical review of up to nine briefs developed by CMAP. Responsive proposals will include a pricing structure that allows CMAP to understand the anticipated costs (or range thereof) for both the development and review of a decarbonization brief.

The decarbonization briefs will build on the content developed for the PCAP, including the GHG emissions inventory and key reduction measures, and be expanded to cover all critical information necessary to inform the CCAP and meet the grant requirements.

The briefs should include but not be limited to:

- Sector definition and key stakeholder identification
- Delineation of existing and estimation of future emissions trends
- Brief descriptions of current and potential emissions reduction measures to discuss with stakeholders
- Detailed descriptions of key reduction measures that identify implementation authority, rate, and timeline to inform emissions quantification activities
- Identification of public health and environmental impacts associated with an emissions sector as well as benefits associated with the key reduction measures to inform co-pollutant and LIDAC benefits analyses
- Overlaps with and considerations for other sectors and their reduction strategies

Task items:

- Research and writing for decarbonization briefs addressing up to five sectors (to be determined)
- Up to eight meetings with CMAP and subject matter experts to obtain feedback on draft findings
- Technical review of CMAP’s research on up to nine sectors (to be determined)



Deliverables:

- Draft and final decarbonization brief outlines for up to two sectors
- Draft and final decarbonization briefs for up to two sectors
- Meeting notes and list of action items
- Written feedback on decarbonization briefs developed by CMAP

Anticipated Timeline and Budget

The contract is expected to begin in April of 2024, and be completed within 18 months.

This work will be supported with funding from the USEPA Climate Pollution Reduction Grant program and the Unified Work Program for northeastern Illinois. The budget for this work shall not exceed \$400,000, with a maximum of \$118,000 from CPRG.

Selection Process and Schedule:

February 7, 2024:	RFP posted
February 14, 2024, at 1:00pm, CST:	Non-mandatory Pre-bid information session/webinar at CMAP
February 16, 2024 by 3:00pm, CST:	Questions due (procurements@cmmap.illinois.gov)
March 1, 2024 by 3:00pm, CST:	Proposals due (procurements@cmmap.illinois.gov)

Evaluation Criteria

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

1. The demonstrated record of experience of the consultant as well as identified staff in providing the professional services identified in the scope of services.
2. Prior performance of previous CMAP contracts will be considered. Consultants 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 Consultant shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.
3. The demonstrated understanding of the scope of services the Consultant firm(s) described in the submitted project approach.
4. The quality and relevance of the examples of similar work.
5. The consultant's integration of the core values of ON TO 2050 into the proposal.
6. Cost to CMAP, including consideration of all project costs and per-hour costs.

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

All timely responses received to this scope of work will be reviewed, and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. Cost will be evaluated against other factors based upon the professional judgment of those involved in the evaluation. An internal CMAP committee will make the consultant selection decision.



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

CHANGE REQUESTS MADE TO PERSONNEL, TITLES, PERSONNEL HOURS, HOURLY RATES OR SUBCONTRACTORS, INCLUDING SUBCONTRACTOR PERSONNEL, PERSONNEL HOURS OR HOURLY RATES MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE CMAP PROCUREMENT OFFICER. CHANGES MADE WITHOUT PRIOR WRITTEN APPROVAL WILL NOT BE REIMBURSED.

SECTION 3: Submittal Requirements

Submissions should be submitted in the order presented:

1. Identify the Consultant team that will be involved in this project. Include a narrative describing the team's combined qualifications and strengths. Clearly identify the project manager, specify the role of subcontractors and describe the team's structure for leadership, support and accountability. Each individual with time on the project should be identified, their qualifications outlined and their role defined whether they work for the lead firm or a subcontractor.
2. Provide a narrative proposal of the approach and techniques the applicant will use to complete the entire scope of services. The proposal must include a clear and concise work plan for achieving the identified tasks and preparing the required deliverables. Refer to the discussion of individual tasks in Section 2 of this RFP to identify specific components of each task that CMAP expects to be delineated in the proposal. The discussion of each task must also be accompanied by an estimate of the cost and Consultant staffing requirements and timeline for completion for that specific task.
3. Provide at least three examples of similar work that the Consultant has completed. Specify the client, the date completed and the approximate cost of each example. Provide references for each project including the individual contact name and phone number of project managers who are willing and able to comment on the proposed project manager's ability to produce a quality professional product on time and within budget.
4. Submit the "Price Proposal Form," Attachment 5 (Excel file), with all proposed pricing for this project. Specify number of hours, hourly rates for relevant staff with the individual roles identified, and any other expenses in the estimation of cost.
5. Sign and submit the "Certificate Regarding Workers' Compensation Insurance," Attachment 1, the "Information to be provided by Bidder," Attachment 2, and "FTA Certification Regarding Lobbying" Attachment 3.
6. A copy of the firms' SAMS.gov CAGE Code Report.
7. If applicable, provide a summary of any exceptions your firm takes with the provisions stated in Sections 5 through 7 of this RFP. If no exceptions are identified along with the submitter's proposal, CMAP will conclude that the submitter takes no exception to the legal provisions contained herein.

Submission of Proposals



Proposals must be submitted to CMAP no later than 3:00 p.m., CST on **Friday, March 1, 2024**. Please email your Proposals to procurements@cmap.illinois.gov.

Questions pertaining to this RFP must be submitted no later than 3:00 p.m., CST on **Friday February 16, 2024**. Please email your questions to procurements@cmap.illinois.gov.

Include the RFP number and title of the project in the subject line of your email.

There will be no public opening for this RFP. **Late submissions will be rejected.**

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:

- 1) Withdraw this RFP at any time without prior notice
- 2) Accept or reject any and all submissions, or any item or part thereof
- 3) Postpone qualifications due date
- 4) Not award a contract to any submitter responding to this RFP
- 5) Award a contract without negotiations or discussions

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

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



- c) CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by the Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
 - d) CMAP assumes no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.
 - e) Changes: CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particulars of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered. A written amendment will be prepared for agreement between CMAP and the Contractor for changes in scope, time and/or costs. No amendments are effective until there is a written agreement that has been signed by both parties. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.
 - f) Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
 - g) Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors
 - h) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
- 2) Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers' compensation insurance and similar matters.
- 3) Assignment.
- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.



- b. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the Contractor from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.

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

5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

6) Method of Payment.

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

- b) 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@cmap.illinois.gov

All invoices shall be signed by an authorized representative of the CONTRACTOR

- c) 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).

- 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:

By signing this payment request, I certify that to the best of my knowledge and belief that the payment request is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- e) The Contractor is required to pay all subcontractors within thirty days of receiving payment for that portion of the work from CMAP. Failure to pay subcontractors within thirty days may jeopardize future CMAP contract awards.
- 7) Conflict of Interest. In order to avoid any potential conflict of interest, the Contractor agrees during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP. Contractor shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.
- 8) Audits. The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP. CMAP reserves the right to inspect and review, during normal working hours, the work papers of the CONTRACTOR in support of their invoices.
- 9) Access to Records.
- a. The Contractor and its Subcontractor, under this Agreement shall preserve and produce upon request of the authorized representatives of CMAP all data, records, reports, correspondence and memoranda of every description of the CONTRACTOR and its Subcontractors, if any, under this Agreement relating to carrying out this Agreement for the purposes of an audit, inspection or work review for a period of three (3) years after completion of the project, except that:
- i. If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - ii. Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

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



10) Subcontracts.

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

11) Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.

12) Suspension. If the CONTRACTOR fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the CONTRACTOR, suspend the Agreement and withhold further payments or prohibit the CONTRACTOR from incurring additional obligations of funds pending corrective action by the CONTRACTOR. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the CONTRACTOR in writing that the Agreement has been terminated by reason of default in accordance with paragraph 14 hereof. CMAP may determine to allow such necessary and proper costs which the CONTRACTOR could not reasonably avoid during the period of suspension provided such costs meet the provisions of the U.S. Office Management and Budget 2 CFR 200 in effect on the date first above written.

13) Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the CONTRACTOR is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the CONTRACTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the CONTRACTOR'S default. If Termination by Default is effected by the CONTRACTOR, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment



for any termination shall provide payment to the CONTRACTOR for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the CONTRACTOR relating to commitments which had become firm prior to termination.

- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the CONTRACTOR shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.
- e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
- f. In the event the CONTRACTOR must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.

14) Patents and Copyright Responsibility.

- a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
- b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
- a. If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.
- c. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the CONTRACTOR arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.



- d. Ownership of Documents/Title of Work. All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the Contractor.
- e. Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Contractor. CMAP shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

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

- 15) Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
- 16) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the CONTRACTOR pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the Contractor from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or required by law.
- 17) Reporting/Consultation. The Contractor shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 18) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 19) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; epidemics, pandemics, national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of



such cause is presented to the other party, and provided further that such nonperformance is unforeseeable or inevitable, beyond the control and is not due to the fault or negligence of the party not performing.

- 20) Hold Harmless and Indemnity. Neither Party shall be liable for actions chargeable to the other party under this agreement including but not limited to, the negligent acts and omissions of the Party's agents, employees or subcontractors in performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be constructed as seeking to enlarge or diminish any obligation of duty owed by one Party against the other party.

SECTION 6: Certifications

Federally Funded Agreements

- 1) 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. All contracts, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.
- 2) 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 2 CFR Part 200, Subpart D, Property Standards.
- 3) Cost Principles. The Contractor certifies that the cost principles and indirect cost proposals of this Agreement are consistent with 2 CFR Part 200, Subpart E, and Appendix VII to Part 200, and all costs included in this Agreement are allowable under 2 CFR Part 200, Subpart E.
- 4) Audit Requirements. The CONTRACTOR shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).
 - a. Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.
 - b. Single audit. If A non-Federal entity expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.



- c. Financial Statement Audit. A non-Federal entity that expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards(GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.
 - d. Performance Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.
- 5) 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."
- a. In accordance with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21), 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.
 - b. 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 23 U.S.C. 517(d), 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.
- 6) 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 sub-agreements.
- 7) 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:

- a. Has the legal authority and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.
- b. 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;
- c. 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;
 - d. Will initiate and complete the work within the applicable project time periods;
 - e. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - i) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - ii) 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;
 - iii) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - v) 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;
 - vi) 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;
 - vii) 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;
 - viii) 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;
 - ix) 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
 - f. Any other nondiscrimination statute(s) that may apply to the project.
 - i) The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*
 - g. Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - i) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - ii) Notification of violating facilities pursuant to Executive Order 11738;
 - iii) Protection of wetlands pursuant to Executive Order 11990;
 - iv) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - v) 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.*;
 - vi) 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.*;
 - vii) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - viii) Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - ix) Contractor will comply with the environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or



- waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation Project, as required by 49 U.S.C. 303 (also known as “Section 4f”);
- x) 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; and
 - x) Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
 - xi) The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of [40 CFR part 33](#) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- 8) Will comply with all other federal statutes applicable to the project, including but not limited to:
- a. As provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, and 49 U.S.C. 5323(b), regardless of whether Federal funding has been provided for any of the real property acquired for Project purposes, Contractor:
 - i) will provide for fair and equitable treatment of any displaced persons, or any persons whose property is acquired as a result of federally-funded programs,
 - ii) has the necessary legal authority under State and local laws and regulations to comply with: The Uniform Relocation Act. 42 U.S.C. 4601 *et seq.*, as specified by 42 U.S.C. 4630 and 4655, and U.S. DOT regulations, “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs,” 49 CFR part 24, specifically 49 CFR 24.4, and
 - iii) has complied with or will comply with the Uniform Relocation Act and implementing U.S. DOT regulations because:
 - iv) will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24,
 - v) As required by 42 U.S.C. 4622, 4623, and 4624, and 49 CFR part 24, if an FTA-funded Project results in displacement, it will provide fair and reasonable relocation payments and assistance to:
 - 1. Displaced families or individuals, and
 - 2. Displaced corporations, associations, or partnerships,
 - vi) As provided by 42 U.S.C. 4625 and 49 CFR part 24, it will provide relocation assistance programs offering the services described in the U.S. DOT regulations to such:
 - 1. Displaced families and individuals, and
 - 2. Displaced corporations, associations, or partnerships,
 - vii) As required by 42 U.S.C. 4625(c)(3), within a reasonable time before displacement, it will make available comparable replacement dwellings to families and individuals,
 - viii) Contractor:
 - 1. Carry out the relocation process to provide displaced persons with uniform and consistent services, and
 - 2. Make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin,
 - ix) It will be guided by the real property acquisition policies of 42 U.S.C. 4651 and 4652,
 - xi) will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, understanding that FTA will provide Federal funding for its eligible costs for providing payments for those expenses, as required by 42 U.S.C. 4631,
 - xii) will execute the necessary implementing amendments to FTA-funded third-party contracts and subagreements,



- xiii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
 - xiv) will incorporate these assurances by reference into and make them a part of any third-party contract or subagreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
 - xv) will provide in any affected document that these relocation and land acquisition provisions must supersede any conflicting provisions;
 - (1) The Hatch Act, 5 U.S.C. 1501 – 1508, 7324 – 7326, which limits the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds, including a Federal Loan, Grant Agreement, or Cooperative Agreement, and
 - (2) 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), which provide an exception from Hatch Act restrictions for a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA funding appropriated or made available for 49 U.S.C. chapter 53 and 23 U.S.C. 142(a)(2) to whom the Hatch Act does not otherwise apply,
 - xii) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - xiii) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - xiv) Executive Order 11593, which relates to identification and protection of historic properties;
 - xv) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - xvi) 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;
 - xvii) 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;
 - xviii) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations”; and
 - xix) Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements); and
 - b. Contractor will, to the extent applicable, comply with the protections for human subjects involved in research, development, and related activities supported by Federal funding of:
 - (1) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and
 - (2) U.S. DOT regulations, “Protection of Human Subjects,” 49 CFR part 11.
- 9) 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.
- 10) 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.
- 11) Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, 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.

- 12) False Or Fraudulent Statements Or Claims. The CONTRACTOR acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to CMAP in connection with this Agreement, CMAP reserves the right to impose on the Contractor the penalties of 18 U.S.C. Section 1001, 31 U.S.C. Section 3801, and 49 CFR Part 31, as CMAP may deem appropriate. Contractor agrees to include this clause in all state and federal assisted contracts and subcontracts.
- 13) 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.
- 14) 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 the CMAP of any current or prospective major dispute pertaining to a third-party contract. If the Contractor seeks to name CMAP as a party to the litigation, the Contractor agrees to inform both FTA or U.S. DOT and CMAP before doing so. CMAP retains a right to a proportionate share of any proceeds derived from any third-party recovery. Unless permitted otherwise by the CMAP, 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 the CMAP's immunity to suit.
- 15) Fly America. The 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.
- 16) Non-Waiver. The CONTRACTOR 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.
- 17) Preference for Recycled Products. To the extent applicable, the Contractor agrees to give preference to the purchase of recycled products for use in this Agreement 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.
- 18) 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 this Agreement.
- 19) Performance measurement. The Contractor must relate financial data of this AGREEMENT to its performance accomplishments. Further, the Contractor must also provide cost information or a budget in Part 6 to demonstrate cost effective practices pursuant to 2 CFR Part 200.301.



- 20) Project closeout. Pursuant to CFR Part 200.343 thru 200.345, the Contractor must submit the required project deliverables, performance and financial reports, and all eligible incurred costs as specified in Parts 5 and 6, respectively, of this AGREEMENT no later than 90 days after the AGREEMENT's end date. Further, the Contractor agrees that the project should then be closed no later than 360 days after receipt and acceptance by CMAP of all required final reports.
- 21) Certification Regarding Annual Fiscal Reports or Payment Vouchers. The Contractor agrees to comply with 2 CFR Part 200.415(a) as follows: To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report 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 the Federal award. 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)."
- 22) Certifications: Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal 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, to the extent that the certifications apply to the Contractor, pertaining to:
- a. Bribery. Pursuant to (30 ILCS 500/50-5);
 - b. Bid Rigging. Pursuant to (720 ILCS 500/33E- or 33E-4);
 - c. Debt to State. Pursuant to (30 ILCS 500/50-11);
 - d. Education Loan. Pursuant to (5 ILCS 385/1 *et seq.*);
 - e. International Boycott. Pursuant to 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 (15 CFR Part 730 through 774);
 - f. Forced Labor Act. Pursuant to (30 ILCS 583);
 - g. Dues and Fees to any club which unlawfully discriminates. Pursuant to (775 ILCS 25/1 *et seq.*);
 - h. Pro-Children Act. Pursuant to (20 USC 7181-7184) and the Goods from Child Labor Act (30 ILCS 584);
 - i. Drug-Free Work Place. Pursuant to (30 ILCS 580/3 and 41 USC 8102).
 - j. Clean Air Act and Clean Water Act. Pursuant to (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*);
 - k. Debarment. Pursuant to (2 CFR 200.205(a)) or by the State (30 ILCS 708/25(6)(g));
 - l. Non-procurement Debarment and Suspension. Pursuant to (2 CFR Part 180 as supplemented by 2 CFR part 376, Subpart C);
 - m. Grant for the Construction of Fixed Works. This agreement is subject to the Illinois Prevailing Wage Act Pursuant to (820 ILCS 130/0.01 *et seq.*)
 - n. Health Insurance Portability and Accountability Act of 1996. Pursuant to Public Law No. 104-191 (45 CFR Parts 160, 162, and 164 and the Social Security Act of, 42 USC 1320d-2 through 1320d- 7).
 - n. Criminal Convictions. Pursuant to the Sarbanes-Oxley Act of 2002, nor a class 3 or Class 2 felony under Illinois Securities Law of 1953 or pursuant to (30 ILCS 500/50).



- o. Illinois Use Tax. Pursuant to (30 ILCS 500/50);
 - p. Environmental Protection act Violations. Pursuant to (30 ILCS 500/50-14)
 - q. Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101);
 - r. Motor Vehicle Law: Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq*);
 - s. Goods from Child Labor Act. Pursuant to (30 ILCS 847);
- 23) Unlawful Discrimination. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a. The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b. The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
 - d. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
 - e. The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
 - f. The Age Discrimination Act (42 USC 6101 *et seq.*).
- 24) 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.
- 25) EO 1-2007 Compliance: CONTRACTOR certifies that to the best of its knowledge, its subcontractors have complied with and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities to the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000.
- This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 26) Prohibited Interest. 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. 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. 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.

The Contractor will disclose all violations of criminal law involving fraud, bribery and gratuity violations. The Contractor's failure to comply shall constitute a material breach of this contract.

- 27) Compliance with Registration Requirements. The CONTRACTOR shall be registered with the Federal System for Award Management (SAM) and have a valid DUNS number. It is the CONTRACTOR'S responsibility to remain current with these registrations and requirements. If the CONTRACTOR'S status with regard to any of these requirements change, the CONTRACTOR must notify CMAP immediately.
- 28) Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 29) Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 30) Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 31) Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
- 32) EPA Funded Contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of [40 CFR part 33](#) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

All of the requirements listed in Part 6, paragraphs 1 through 32 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 7: Specific 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 1 to the RFP.
- 2) 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" Attachment 3 to the RFP for any proposals which may or will exceed \$100,000.
- 3) 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.

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. A rate change
 - d. The transfer of cost from any line item that exceeds 10% of that line item cost of \$1,000, whichever is greater.
 - e. The addition of any subcontractor not originally listed on the Price Proposal Form.
Note: CMAP will need to seek authorization in the form of concurrence from any third-party grantors prior to executing the amendment.



Attachment 1: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

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

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

Bidder/Contactor _____

Signature _____

Name and Title _____

Date _____



Attachment 2: Bidder Information

The Bidder is required to supply the following information (if necessary, attach additional sheets for both the primary firm and any subcontractors):

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: _____

DUNS No. _____ SAM Cage Code: _____

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:

Type of Service/Product	Date Completed	Name and Address of Client	Contact Name and Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



DBE Information

Bidder hereby certifies that it (check one): IS IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined in 49 CFR 23 or 49 CFR 26). **If “IS” is checked, attach copy of document that certifies Bidder’s status as a DBE.**

IMPORTANT

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

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

All contracted vendors MUST have a valid and ACTIVE System for Award Management (SAM) CAGE Code. If your firm does not have a CAGE Code, please begin the process now at www.sam.gov and register your entity. There is no fee for this registration.

CMAP CANNOT LEGALLY ENTER INTO A CONTRACTURAL RELATIONSHIP WITHOUT A VALID, ACTIVE CAGE CODE.



Attachment 3: FTA Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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.

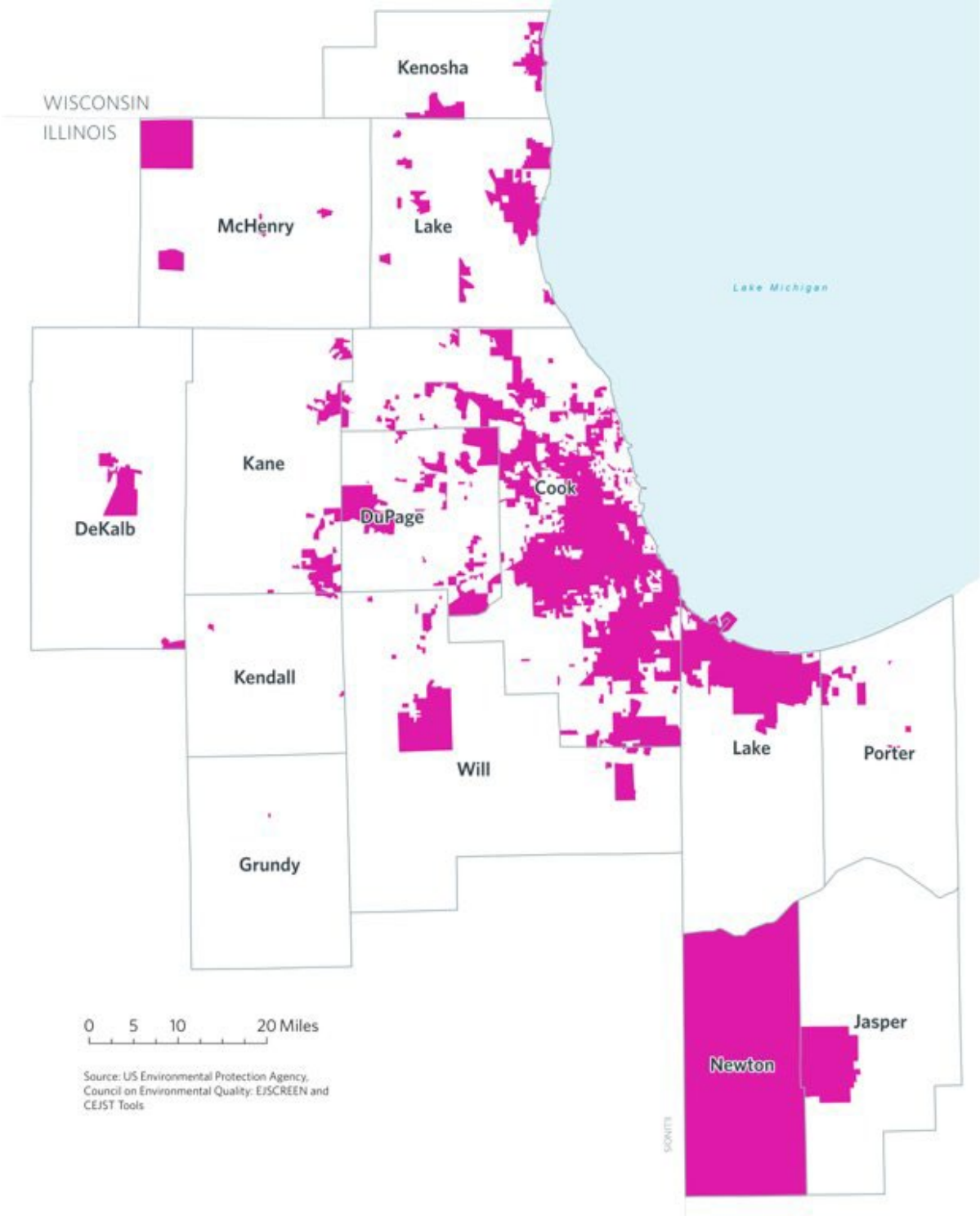
Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized
Official:



Attachment 4. Low-income and disadvantaged communities in the Chicago Metropolitan Statistical Area, defined by CEJST and EJ Screen by Census block groups



Source: CEJST, November 2022, and EJScreen, June 2023, via IRA Disadvantaged Communities Map