



# Chicago Metropolitan Agency for Planning

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Suite 450  
Chicago, IL 60607

312-454-0400  
[cmap.illinois.gov](http://cmap.illinois.gov)

May 24, 2024

## **REQUEST FOR PROPOSALS (RFP) NO. 303 Accounting Services**

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested firms for Accounting Services as described in the enclosed Request for Proposals (RFP). If your team is qualified and experienced in performing the described services, CMAP would appreciate receiving your submission as indicated in the RFP.

CMAP will conduct a non-mandatory pre-bid information webinar on:

**May 29, 2024, at 11:00 AM Central Time**

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. Please use the information provided below to attend.

## **Microsoft Teams**

### **[Join the meeting now](#)**

Meeting ID: 298 148 126 324

Passcode: WMbtX9

The deadline for responding to the RFP is:

**June 7, 2024, by 3:00 PM Central Time**

Thank you, and if you have any questions, please email us at [procurements@cmap.illinois.gov](mailto:procurements@cmap.illinois.gov)



**REQUEST FOR PROPOSALS (RFP) NO. 303  
Accounting Services**

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

**Section 1: Background and General Information**

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

Through this solicitation, CMAP is seeking one (1) accounting firm to provide daily finance services to the agency. The firm would provide a team of personnel to conduct the accounting and finance activities of the agency and to assist in other finance issues as they arise.

As a result of responses to this RFP, CMAP plans to review submissions and potentially conduct interviews with selected submitters it determines can best meet the requirements outlined below. Negotiations will be held on both the scope and the cost to select the submitter that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to “Reservation of Rights” herein, it is anticipated that a contract will be awarded for the work described. The contract may be awarded for a for a term up to 24-months with three, one-year optional renewals.

**Section 2: Scope of Services**

The selected submitter is expected to complete the work tasks outlined the Scope Statement attached hereto as **Attachment 1**. This scope statement will be included in the final contract for services therefore any requested modifications or exceptions to the scope must be clearly stated in the Proposal Submittal Form. The granting of requested exceptions to the scope statement shall be at the sole discretion of CMAP.

**Section 3: Submittal Requirements**

Proposals must be submitted via email to CMAP at [procurements@cmap.illinois.gov](mailto:procurements@cmap.illinois.gov) no later than **3:00 PM Central Time on June 7, 2024**. There will be no public opening for this RFP. Late submissions will be rejected.

Other key dates

RFP Advertisement/Release	May 24, 2024
Pre-bid Meeting (optional)	May 29, at 11:00 AM Central Time
Deadline for Questions	June 3, 2024, at 3:00 PM
Estimated award recommendation	June 19, 2024



All responses to this request for proposals must submit all required documents by the submission deadline in order to be considered for the solicitation. The required documents are outlined in the Submittal Requirements attached hereto as **Attachment 2**.

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

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

CMAA cannot legally enter into a contractual relationship without a valid, active cage code. All contracted vendors MUST have a valid and ACTIVE System for Award Management (SAM) CAGE Code. If your firm does not have a CAGE Code, please begin the process now at [www.sam.gov](http://www.sam.gov) and register your entity. There is no fee for this registration.

#### **Section 4: Proposal Evaluation**

All responses to this request for proposals will be analyzed for completeness and cost effectiveness. The criteria outlined in the Evaluation Criteria attached hereto as **Attachment 3** will be used in evaluating submissions.

All timely responses received to this solicitation will be reviewed. CMAA does not anticipate conducting interviews for this solicitation but reserves the right to interview the selected submitters CMAA determines can best meet the above requirements, if needed. Cost will be evaluated against other factors based upon the professional judgment of those involved in the evaluation. An internal CMAA committee will make the 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 submitter CMAA believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

#### **Section 5: Contractual Agreement and Rights**

The contract CMAA 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, included herein as **Attachment 4** General Terms and Conditions, which will apply to the contract.

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



Once a contract is executed change requests made to personnel, titles, personnel hours, hourly rates or subcontractors, including subcontractor personnel, personnel hours or hourly rates must receive prior written approval from the CMAP procurement coordinator. Changes made without prior written approval will not be reimbursed.

**Section 6: 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

**List of Attachments:**

Attachment 1: Scope Statement

Attachment 2: Submittal Requirements

Attachment 3: Evaluation Criteria

Attachment 4: General Terms and Conditions



**ATTACHMENT 1: SCOPE STATEMENT**

WORK PLAN NO.	PROJECT TITLE	DATE
2010.046	Accounting Services	05/23/2024

**1. Procurement purpose**

Through this solicitation, CMAP is seeking one (1) accounting firm to provide daily finance services to the agency. The firm would provide a team of personnel to conduct the accounting and finance activities of the agency and to assist in other finance issues as they arise.

**2. Background**

Created in 2005, the Chicago Metropolitan Agency for Planning (CMAP) is the comprehensive regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will (Regional Planning Act: Public Act 094-510)

CMAP is a federally designated metropolitan planning organization (MPO) responsible for developing the region’s long-range comprehensive plan and planning and programming federal transportation dollars through a collaborative process. Also, as the state-authorized regional planning agency for northeastern Illinois, CMAP manages an integrated land use and transportation planning process. CMAP’s governing Board approves the annual budget and workplan and provides operational oversight.

The Accounting program area of the agency provides for the design, implementation, and management of accounting, and business practice activities at CMAP. The finance program is responsible for ensuring that the agency is effectively operating within a fiscally constrained budget and meeting its core MPO responsibilities within the funding structure. This program is accountable for managing the accounting and reporting activities of the agency in accordance with accounting and auditing standards as required by the Office of Management and Budget (OMB), and for facilitating the annual audit to ensure the agency achieve an “unqualified” audit rating.

Budgetary Basis of Accounting

The agency functions on a July 1 to June 30 fiscal year. In fiscal year 2024, CMAP anticipated revenues, use of fund balance, and in-kind services are \$35,384,581. The agency’s funding comes from a variety of federal, state, philanthropic and other local sources. The largest of those being an annual award from U.S. Department of Transportation for the Unified Work Program (UWP) and from Illinois Department of Transportation and in-kind services from partner agencies as a match for those funds. Other funders include the Illinois Department of Natural Resources (IDNR), Illinois Environmental Protection Agency (IEPA), the Chicago Community Trust, the MacArthur Foundation and local contribution dues. CMAP is required to prepare an annual budget and work plan, the adopted budget and work plan for the 2025 fiscal year can be found at [www.cmap.illinois.gov/about/budget-and-work-plan](http://www.cmap.illinois.gov/about/budget-and-work-plan)

Computer System

CMAF utilizes an ADP software system for its payroll processing and reporting. CMAF will be transitioning to a Microsoft D365 Enterprise resource planning (ERP) software system beginning with the 2025 fiscal year. Firm personnel are expected to learn and utilize these systems to complete daily financial services.

Auditor

CMAF currently contracts with Sikich for required professional audit services.

**3. Services**

The successful Firm’s responsibilities shall include, but not be limited to, those outlined in this section. The firm would provide a team of four (4) personnel to conduct the tasks listed in Section 4 herein. On-site presence at the CMAF offices at 433 W Van Buren Street Suite 450 Chicago, Illinois is required. Regular work hours are 8:30 am to 5:00 pm. The work of the firm personnel would be directly supervised by the CMAF Accounting Principal.

CMAF is a governmental entity and firm personnel experience operating within a governmental entity is beneficial; however, the skillsets for the roles are more priority than having experience within a governmental entity for all positions. Preferred firm personnel’s experience with government financial accounting, include, but not limited to:

- Government & foundation grants management
- Indirect & cost allocations
- Match & reporting requirements
- Government procurement standards

The financial services shall be performed in accordance with applicable standards, codes and ordinances including but not limited to the following:

- Provisions of GASB and the Financial Accounting Standards Board (FASB), as applicable to local governments,
- Generally accepted accounting standards, as promulgated by the American Institute of Certified Public Accountants (AICPA),
- Generally accepted government auditing standards, as promulgated by the U.S. Government Accountability Office including CFR 200,
- Provisions of U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations,
- Provisions of the Single Audit Act of 1984,
- AICPA Guides applicable to state and local governments, and
- Provisions of the Code of Illinois.

**4. Positions and tasks**

NO.	TASK AND DELIVERABLES
1	<p><b>Senior Accountant</b></p> <ul style="list-style-type: none"> <li>• Responsible for general ledger review over activity in cash, accounts receivable, accounts payable and payroll</li> <li>• Review over payroll entries prior to posting to the general ledger</li> <li>• Post end of month journal entries, including any adjustments [daily, weekly, monthly &amp; applicable]</li> </ul>

	<ul style="list-style-type: none"> <li>• Perform bank reconciliations and other monthly account reconciliations</li> <li>• Daily review/analysis of cash balances and cashflow</li> <li>• Generation of applicable reports for review and analysis of AP, AR, and payroll to ensure completeness and accuracy of data</li> <li>• Preparation of monthly, quarterly, and semi-annual financial reports for Management review</li> <li>• Preparation and reconciliation of workpapers for the annual financial audit</li> <li>• Assist with updating financial policies and procedures</li> <li>• Maintain fixed asset accounting records including depreciation</li> <li>• Mentor, assist and provide guidance to finance and CMAP staff in day-to-day activities and bookkeeping</li> <li>• prepare and submit various required state and federal filings (Comptroller's, GATA, grants)</li> <li>• annual establishment of the agency's fringe and indirect cost rates</li> <li>• other projects as assigned</li> </ul> <p>Financial reporting is done on a monthly, quarterly, and annual basis.</p> <ul style="list-style-type: none"> <li>○ <i>Typical hours per week: 40</i></li> <li>○ <i>Experience required: at least 3-5 years of experience in providing accounting services for a large employer. Government experience strongly preferred.</i></li> </ul>
2	<p><b>Accounts Receivable</b></p> <ul style="list-style-type: none"> <li>• processing cash receipts</li> <li>• preparing corresponding deposits to the bank</li> <li>• entering cash receipt activity into the accounting system and generating respective reports</li> <li>• generation of the agency's grant operation invoices</li> <li>• maintaining customer records</li> <li>• monthly AR reconciliation</li> <li>• other projects as assigned</li> </ul> <p>Cash receipts are coded and deposited on a weekly basis.</p> <ul style="list-style-type: none"> <li>○ <i>Typical hours per week: 40</i></li> <li>○ <i>Experience required: at least 2-3 years of experience processing AR for a large employer. Government experience strongly preferred.</i></li> </ul>
3	<p><b>Accounts Payable</b></p> <ul style="list-style-type: none"> <li>• processing invoices</li> <li>• performing the weekly check run</li> <li>• generating respective reports for review and analysis</li> <li>• posting invoice and check run activity in the general ledger</li> <li>• monthly AP reconciliation</li> <li>• maintain vendor records and preparing 1099 forms</li> <li>• other projects as assigned</li> </ul> <p>Check runs are weekly with the average number of monthly invoices at 100, and average number of accounts payable checks at 10.</p>

	<ul style="list-style-type: none"> <li>○ <i>Typical hours per week: 40</i></li> <li>○ <i>Experience required: at least 2-3 years of experience processing AR for a large employer. Government experience not necessary.</i></li> </ul>
4	<p><b>Payroll</b></p> <ul style="list-style-type: none"> <li>● processing the agency's payroll export from D365 and import into ADP</li> <li>● processing and/or assisting HR with the processing of ADP payroll and the filing of all quarterly and annual payroll related reports and the processing of W-2s</li> <li>● prepare the necessary accounting entries of payroll activity</li> <li>● generating respective reports for review and analysis and to ensure payroll data is maintained and accurately reflected, including but not limited to fringe indirect, overhead indirect, and pension accounting</li> <li>● work with the HR staff to establish and maintain open communication of activity affecting payroll ensuring timely and accurate data is captured, processed, and reflected in the general ledger</li> <li>● monthly payroll and benefit reconciliations</li> <li>● other projects as assigned</li> </ul> <p>Payroll is bi-weekly for an average of 125 employees.</p> <ul style="list-style-type: none"> <li>○ <i>Typical hours per week: 20</i></li> <li>○ <i>Experience required: at least 2-3 years of experience processing payroll for a large employer (greater than 100 employees). Government experience not necessary.</i></li> </ul>

## 5. Term

The contract term is anticipated to begin on or before June 30, 2024, and would cover accounting services for fiscal years FY2025, FY2026 and FY2027 and an option for Fiscal years FY2028 and FY2029.





## Chicago Metropolitan Agency for Planning

### ATTACHMENT 2: SUBMITTAL REQUIREMENTS - PROFESSIONAL SERVICES

All responses to this request for proposals must submit **all** required documents by the submission deadline in order to be considered for the solicitation. The following documents are required:

1. **Proposal Submittal Form.** Submit the Proposal submittal form in the format provided along with all required executed sub-forms and certifications. Among other information, this form is to be used to identify the consultant team(s) and key staff that will be involved in this project including their qualifications and defined role. Provide links to resumes and/or short biographies for all team members with time on the project. The sub-forms and certifications include:
  - Client Examples - provide a minimum of three (3) and no more than five (5) examples of the Consultant team's relevant experience in producing similar work or other projects that the Consultant deems to be relevant to this solicitation.
  - Bidder Information - basic information for both the primary firm and any subcontractors
  - References - three (3) references that CMAP staff may contact regarding the consultant's qualifications to undertake this project. Reference information shall include: organization name, contact name, title, phone number, email, and nature of relationship to reference.
  - Price Proposal Detail - with **all** proposed pricing for this project. Specify number of hours and hourly rates by project role/job title on the price proposal form, as well as costs for other expenses if applicable.
  - Certifications - including Certification for Federally Funded Agreements and Specific Provisions Certifications Regarding Workers' Compensation Insurance; Bidder Information; DBE Information; and FTA Certification Regarding Lobbying
2. **Code Report.** A copy of the firms' SAMS.gov CAGE Code Report.
3. **Approach.** To demonstrate understanding of the work, provide a narrative of 1) the approach that will be used to complete the outlined scope of services, 2) how CMAP's [Core Values](#) will be integrated into that approach, and 3) how your qualifications and strengths uniquely position you for successful completion of the work.

**Submittal material for this section shall be a maximum of one (1) page**

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

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

CMAP cannot legally enter into a contractual relationship without a valid, active cage code.

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



## Chicago Metropolitan Agency for Planning

### ATTACHMENT 3: EVALUATION CRITERIA - PROFESSIONAL SERVICES

CMAP will evaluate all responses to this proposal request for completeness and cost-effectiveness. The evaluation criteria shall include:

- 1) **Project team and firm capability.** Demonstrated record of experience of the Consultant firm(s) and identified staff, verified by references, in providing the professional services described in the scope of services.
  - 2) **Approach and understanding.** Demonstrated understanding of the scope of services through the project approach; any recommended modifications to the scope are reasonable; and the project schedule is reasonable and meets the project goals.
  - 3) **Integration of Core Values.** Demonstrated understanding and commitment to CMAP's [Core Values](#) through the project approach, alignment with the consultant's core values, and/or through project examples.
  - 4) **Client examples.** Verifiable examples of the Consultant firm(s) completing the same or similar deliverables through project examples.
  - 5) **Past performance.** Prior performance on previous CMAP contracts. Vendors 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 Vendor, shall be presumed to be unable to meet these requirements. Past unsatisfactory performance is sufficient to justify a finding of non-responsibility.
- (Bonus) **DBE/MBE/WBE/VBE Participation.** CMAP will award one (1) bonus point overall to those qualified prime consultant respondents who have been certified as a DBE by the Illinois Unified Certification Program (IL-UCP); as a Minority Business Enterprise (MBE), or Women-Owned Business Enterprise (WBE) by the City of Chicago; or as an MBE, WBE, or Veteran-Owned Business Enterprise (VBE) by Cook County.

Selection will be weighted and based on the following criteria:

Evaluation Criteria	Maximum Points
1) Project team and firm capability	30
2) Approach and understanding	25
3) Integration of Core Values	15
4) Client examples	30
5) Past performance	Responsible or non-responsible
Bonus) DBE/MBE/WBE/VBE Participation	1
Cost	



## Chicago Metropolitan Agency for Planning

### **ATTACHMENT 4: CMAP GENERAL TERMS AND CONDITIONS**

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

#### 1) Complete Agreement.

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

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

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

- b. Subject to the conditions of this Agreement, CMAP will honor invoices in amounts deemed by it to be proper to insure the carrying out of the approved scope of services and shall be obligated to pay the Contractor such amounts as may be approved by CMAP. Invoices shall detail expenses and amount of time spent on CMAP assignments. If an invoice is not acceptable, CMAP shall promptly provide the Contractor a written statement regarding its ineligibility or deficiencies to be eliminated prior to its acceptance and processing. All invoices for services performed and expenses incurred by CONTRACTOR for the services of this Agreement must be presented to CMAP no later than fifteen (15) days after the close of the fiscal year for multi-year contracts, or no later than fifteen (15) days after the end of this Agreement for shorter term contracts. Notwithstanding any other provision of this Agreement, CMAP shall not be obligated to make payment to CONTRACTOR on invoices presented after said date. No payments will be made for services performed prior to the effective date of this Agreement. All payments will be transferred electronically to Contractor's business bank account. The successful Contractor will be requested to provide transfer numbers for the business bank account when the contract is finalized, in addition to a copy of its IRS W-9 (Request for Taxpayer Identification Number and Certification).
- c. CMAP shall make every effort to pay invoices in accordance with its normal processes and procedures for all undisputed amounts within ninety (90) days of receipt of a valid invoice, provided CMAP, as applicable, received, approved and/or issued an acceptance for the particular component of work or phase of work included in said invoice. Transfer of funds will be made electronically, with a notification of the transfer will be made to the CONTRACTOR.

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

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

10) Subcontracts.

- a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
  - b. 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.