



Chicago Metropolitan Agency for Planning

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Chicago, IL 60607

312-454-0400
cmap.illinois.gov

October 9, 2024

REQUEST FOR PROPOSALS (RFP) NO. 318 Regional and Municipal Accessibility Engagement

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested firms for the Regional and Municipal Accessibility Engagement project 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:

October 16, 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 [Need help?](#)

[Join the meeting now](#)

Meeting ID: 225 361 009 843

Passcode: wAPFp3

Dial in by phone

[+1 872-215-6245,,862589128#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 862 589 128#

The deadline for responding to the RFP is:

3:00 PM Central Time on October 23, 2024

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



REQUEST FOR PROPOSALS (RFP) NO. 318 Regional and Municipal Accessibility Engagement

The Chicago Metropolitan Agency for Planning (CMA) 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 (CMA) 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. CMA 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 CMA team. See www.cmap.illinois.gov for more information.

As a result of responses to this RFP, CMA 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 CMA 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 CMA.

Section 3: Submittal Requirements

Proposals must be submitted via email to CMA at procurements@cmap.illinois.gov no later than the submission deadline listed below. There will be no public opening for this RFP. Late submissions will be rejected.

Other key dates

RFP Advertisement/Release	October 11, 2024
Pre-bid Meeting (optional)	October 16, 2024, at 11:00 AM Central Time
Deadline for Questions	October 17, 2024 at 3:00 PM Central Time
Submission deadline	October 23, 2024 at 3:00 PM Central Time
Estimated award recommendation	November 13, 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**.



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. CMAP does not anticipate conducting interviews for this solicitation but reserves the right to interview the selected submitters CMAP 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 CMAP 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 CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

Section 5: Contractual Agreement and Rights

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, 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 CMAP.

Once a contract is executed change requests made to personnel, titles, personnel hours, hourly rates or subcontractors, including subcontractor personnel, personnel hours or hourly rates must receive prior written approval from the CMAP 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: a) General Terms and Conditions and b & c) Certifications



Attachment 1 - SCOPE STATEMENT

WORK PLAN NO.	PROJECT TITLE	DATE
2025.063	Regional and Municipal Accessibility Engagement	10/10/2024

Module 1: Project Charter

Module 2: Work Breakdown Structure

Module 3: Project Timeline

MODULE 1: PROJECT CHARTER

WORK PLAN NO.	PROJECT TITLE	DATE
2025.063	Regional and Municipal Accessibility Engagement	10/10/2024

General Information

Program area	Accessible Communities
Project type	Consultant
Project kick-off	November 2024
Project completion	June 2026
Project manager	Lily Brack

1. Project Description

CMAP developed its [Accessible Communities program](#) to improve municipal compliance with the Americans with Disabilities Act (ADA) in northeastern Illinois through a comprehensive program of outreach, training and education, and technical assistance. The program aims to raise awareness of the benefits of improving accessibility and educate target audiences on legal obligations related to compliance with the ADA, with a particular focus on improving accessibility in the public right-of-way (PROW). Title II of the ADA requires local governments with 50 or more employees to develop a transition plan that identifies strategies to remove barriers to accessibility, including in the public right-of-ways. Over 34 years after the ADA became law, roughly 203 of the 241 municipalities in the northeastern Illinois region required to have an ADA transition plan have not yet developed one, and accessibility for people with disabilities remains low.

There are federal requirements for public involvement in the self-evaluation process and development of a transition plan. The federal regulations require that “[a] public entity shall provide an opportunity for interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate . . . ” (28 CFR Sec. 35.105 and 28 CFR Sec. 35.150(d)(1)).

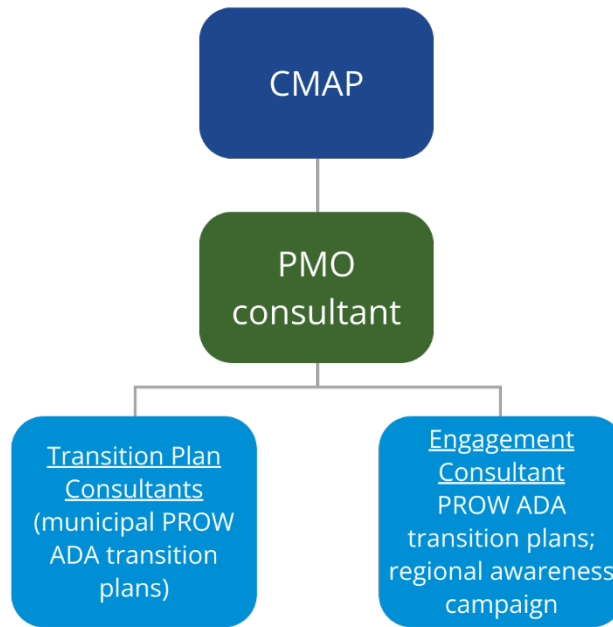
CMAP is seeking one Engagement Consultant/Consultant Team (Consultant) to:

- 1) Support CMAP’s engagement efforts for municipal PROW ADA transition plan [technical assistance](#) projects, 7 of which are already in progress with 5 more expected to begin in the near future, and approximately 2 - 8 more anticipated over the length of the contract. The Consultant will develop appropriate strategies and tactics that can be replicated across all **PROW ADA transition plan projects** to maximize efficiency, with some individual tailoring as appropriate. Engagement may include: surveys or interactive activities; online presence and online engagement tools; public engagement events (in-person and virtual); multimedia event promotion strategy; communications/media toolkits, key messages and boilerplate text; templates for social media content, display boards, hand-outs, presentation slides, press releases, and other collateral; and/or other strategies to be developed by the Consultant. The Consultant will work directly with the PROW ADA Transition Plan Consultants, Project Management and Oversight (PMO) Consultant, and CMAP to strategize effective public engagement, with an emphasis on engaging underrepresented groups and the disability community in each municipality. The Consultant will be responsible for ensuring all public-facing materials comply with Section 508 accessibility standards and use plain/accessible language. The Consultant will coordinate with the Transition Plan Consultants and PMO consultant to review final public-facing materials for readability, accessibility, style-guide consistency, etc., will monitor transition plan engagement for best practices and effectiveness, and will track engagement metrics.
- 2) Develop and execute a **regional engagement campaign** with the goal of educating and empowering municipal decision makers and staff about the importance of ADA compliance, with a focus on the PROW and Title II requirements, and connecting municipalities with CMAP resources. The campaign will be strategically developed by the Consultant using current survey data and existing CMAP resources, tailored to actionable items and resources for change at the municipal level. The campaign may include various outreach methods, such as developing an online presence with digital resources, in-person and online events, direct stakeholder/decision maker engagement, messaging, templates, multimedia approaches, and/or other strategies to be developed by the Consultant. The Consultant will engage

municipal decision makers and staff directly, focused on understanding their barriers (e.g., financial, resource scarcity, knowledge gap, risk assessment) and providing tailored support for buy-in that will tangibly enhance accessibility in their communities and improve ADA compliance.

Note: The Consultant will be managed by a PMO consultant (CivilTech) acting as a representative of CMAP.

The following graphic shows the various roles:



2. Assumptions

NO.	ASSUMPTION
1	The Consultant will collaborate with the PROW ADA Transition Plan Consultants to customize and enhance online engagement using CMAP’s Engagement HQ platform.
2	The primary target audiences will include: <ol style="list-style-type: none"> 1) For the PROW ADA transition plan engagement: Residents and community members (general public), local disability community and organizations, aging support organizations, nonprofits, community directors and leaders, underrepresented groups (e.g. older adults, youth, people with low income, underrepresented racial and ethnic groups). 2) For the regional engagement campaign: Municipal elected officials, municipal staff including city/village attorneys, administrators, and relevant municipal boards and committees.
3	The Consultant will receive existing CMAP municipal survey data and various other ADA data to supplement content and inform engagement strategy.
4	The Consultant will include the PMO Consultant in all communications regarding the project and will work through the PMO regarding scope, timeline, and budget of regional engagement activities and deliverables. CMAP will be involved in developing and approving strategies, timelines, and other high-level decisions as necessary.
5	The Consultant will engage with CMAP’s Council on Universal Design and Accessibility (CUDA) for input and feedback.
6	The Consultant will identify engagement targets, metrics, and a process for collecting engagement data. These metrics will be tracked throughout engagement to ensure the team is meeting targets, adjusting approach as necessary, and compiled in a report.
7	There are a total of 284 municipalities within CMAP’s planning area with varying levels of Title II ADA compliance. The engagement campaign will target different segments of this audience based on compliance level, municipal capacity, community accessibility, CMAP cohort, disadvantaged population, or other criteria to be determined collaboratively with CMAP and PMO consultant.

8	CMAP has existing resources to assist municipalities meet ADA Title II administrative requirements including: templates for public notice, grievance procedures, and ADA coordinators; accessibility training recordings and materials.
9	CMAP staff will be available to assist with municipal outreach, messaging, and use of Title II compliance resources and templates.
10	The Consultant will select providers and establish a protocol for translation services for all materials, as needed, into Spanish, Polish, and Chinese, as well as American Sign Language interpretation, Communication Access Real-time Translation (CART), and other reasonable communication-related accommodations as requested.
11	The Consultant's work, including all intellectual property, will be owned by CMAP.

3. Constraints

NO.	CONSTRAINTS
1	The grant funding for this project terminates on June 30, 2026, unless it is granted an extension.
2	Communities engaged in these initiatives will bring varied resources and staff capacity to their involvement.

4. Deliverables

All deliverables produced must use ADA-compliant accessibility formats, use accessible language, being language that includes everyone and is easy to understand, and may require materials to be translated into the region or area's most spoken languages.

NO.	DELIVERABLE	DESCRIPTION
1	Quality assurance and quality control (QA/QC) plan	Develop a QA/QC plan for review and approval by the PMO consultant. The Plan should describe the QA/QC process, who is responsible for drafting and vetting different types of deliverables (including content, calendar of events, communications, accessibility, translation, etc.), and at what level of detail.
2	Accessibility compliance memo	Deliver a memo summarizing accessibility compliance data, barriers, opportunities, resources, and target audiences to inform meaningful engagement in municipalities and the region.
3	Meeting agendas and minutes	Provide meeting agendas and minutes in advance for internal kick-off meetings, regular biweekly coordination meetings, and external stakeholder meetings. Agendas and minutes must be in plain language, large font, contrasting colors, and digitally and non-digitally accessible.
4	Project webpages for PROW ADA transition plans	Develop template content for project pages on CMAP's Engagement HQ platform. Content must comply with WCAG 2.1 AA. Each PROW ADA transition plan will require its own Engagement HQ page. Consultant will review Engagement HQ content for accuracy, readability, style guide consistency, design, accessibility, etc., before going live.
5	Public engagement strategy for PROW ADA transition plans	Create an outline which highlights the goals, audiences, methodology, strategies, tactics, and outcomes for public engagement for the PROW ADA transition plans. This should be a broad approach that can be replicated and tailored across each of the municipalities working on PROW ADA transition plans with CMAP (current and upcoming). The approach will be reviewed and approved by CMAP prior to beginning public engagement.
6	Public engagement for PROW ADA transition plans	Develop and execute public engagement plans for the PROW ADA transition plans, with the goal of engaging the local general public, disability community, aging support organizations, underrepresented groups, and other targeted audiences to learn about accessibility issues in the public right-of-way. Execution may include the development of messaging and templates. Findings from these engagement efforts will inform the PROW ADA self-evaluation and transition plan accessibility improvement priorities.
7	Regional engagement campaign strategy	Create an outline which highlights goals, audiences, methodology, strategies, tactics, and outcomes for the regional engagement campaign. The approach will be reviewed and approved by CMAP prior to starting the campaign.

8	Regional engagement campaign	Develop and execute a regional engagement campaign, with the goals of educating municipal decision makers and staff about the importance of ADA compliance in the PROW; encouraging them to create a PROW ADA transition plan; directing them to CMAP accessibility compliance resources. The campaign may include various engagement methods and tools, such as developing web content in a centralized location, in-person and virtual events, municipal meeting attendance, direct stakeholder engagement, messaging, and multimedia approaches.
9	Engagement metrics report	For both the PROW ADA transition plans engagement and the regional engagement campaign , the Consultant will track meaningful engagement indicators throughout the engagement processes (metrics to be determined collaboratively with CMAP and PMO consultant) and prepare report(s) capturing engagement activities and progress toward targets.

5. Project Team

CONSULTANT				
ROLE	EST. HOUR RANGE	MIN. NO.	ROLE DESCRIPTION	MINIMUM EXPERIENCE
Administrative roles				
Program Manager / Principal	25	1 person	Oversees and checks in on regular basis with Program Manager on project progression. Is responsible for final sign-off on project initiation, deliverables, budget, and other project characteristics.	Minimum of 5 years professional experience managing project teams of comparable subject matter, complexity, and scale.
Project Manager	80 - 100	1 person	Oversees and checks in on regular basis with project team members, including CMAP, PMO Consultant, and Transition Plan Consultants on project progression, budget, and deliverables. Reviews all primary project deliverables for content and quality control.	Minimum of 2 years professional experience managing project teams of comparable subject matter, complexity, and scale.
Communications and engagement				
Communications and Engagement Lead	200 - 250	1 person	Leads consultant team on creating communications and engagement content/materials, leads outward facing meetings and events, including drafting and reviewing public facing content and ensuring compliance with CMAP's style guide. Maintains toolkit of engagement templates and resources for PROW ADA transition plans public engagement. Coordinates with Transition Plan Consultants on tailoring content, communications and engagement timelines, best practices, QAQC, and more. Leads key messages, content creation, engagement execution, etc. for regional engagement campaign. Tracks engagement metrics.	Minimum of 2 years working in communications, engagement, outreach, public relations, or related field

Graphic Design Lead	25 - 50	no min.	Creates highly effective and accessible graphics for public meetings, websites, social media, presentations, print, etc.	Minimum of 2 years professional experience in marketing, graphics, or related field.
Team/Staff Support	no min.	No min.	Supports the team as necessary to complete the scope.	Minimum of 1 year professional experience in planning, outreach, or related
TOTAL	800 – 1,000			

6. Non-staff Project Expenses

Travel Allocation from scope statement (site visits, municipality meetings)

Printing Allocation from scope statement (posters, flyers, mailers, and deliverables)

7. Funding

Funding Source	Amount and Description
IDOT ADA Grant Agreement	IDOT ADA Grant Agreement, IDOT Reference Number: 23-1009-36894

8. Exclusions

This project will NOT include the following:	<i>Consultant will not be responsible for any web site hosting or associated fees. Project website will be hosted through CMAPS's existing Engagement HQ platform.</i>
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MODULE 2: WORK BREAKDOWN STRUCTURE

WORK PLAN NO.	PROJECT TITLE	DATE
2025.063	Regional and Municipal Accessibility Engagement	10/10/2024

1. Mobilization Activities

WBS NO.	ACTIVITY	DESCRIPTION
1.01	Campaign Consultant contract execution	CMAP will finalize a contract with the Engagement Consultant (Consultant) and authorize work to begin.
1.02	Applicable documentation	CMAP will provide the Consultant with a copy of applicable documentation, including, but not limited to the IDOT ADA grant agreement, known federal guidelines, and current municipal survey questions and responses.

2. Project Management Activities

WBS NO.	ACTIVITY	DESCRIPTION
2.01	Project Coordination	Consultant will hold regular coordination meetings with CMAP , and PMO Consultant to guide the project. Meetings may include progress meetings to discuss status of the project, deliverable review meetings, and presentation(s) to CMAP's Coalition for Universal Design (CUDA). Consultant will provide meeting agendas and minutes.
2.02	Project monitoring and invoicing	Consultant will monitor progress to ensure the project is completed on time and on budget with the highest quality deliverables. Consultant will submit invoices to CMAP monthly with all appropriate backup documentation for the costs shown. The Consultant will respond promptly to requests for backup documentation to process invoices.
2.03	Adherence to federal, state, and local guidelines	Consultant will provide quality control (QC) of all activities and ensure that the outreach campaign and engagement activities are developed in accordance with WCAG 2.1 AA, Section 508, and other applicable accessibility requirements.
2.04	QA/QC Plan	Consultant will develop an internal QA/QC plan to be reviewed and approved by CMAP and PMO Consultant

3. Data Collection and Analysis

WBS NO.	ACTIVITY	DESCRIPTION
3.01	Accessibility compliance memo	Consultant will review existing CMAP/regional survey data on accessibility topics (e.g. CMAP Municipal Survey); meet with CMAP staff, relevant subject matter experts, and CUDA to discuss barriers, challenges, and engaging historically hard to reach communities; review existing CMAP and third-party accessibility resources. Consultant will deliver a memo summarizing accessibility compliance data, barriers, opportunities, resources, and target audiences to inform meaningful engagement in municipalities and the region.
3.02	Engagement metrics report	Throughout the project(s), Consultant will track engagement metrics and compile into final report(s).

4. Engagement Activities

WBS NO.	ACTIVITY	DESCRIPTION
4.01	Transition plan project engagement sites	CMAP will create PROW ADA transition plan project pages on CMAP's Engagement HQ web platform that will serve as the project site and online engagement tool to share information with and receive feedback from municipal stakeholders. CMAP will provide Consultant with administrative rights to the site.

		Transition Plan Consultants will add content to the project websites which will serve as the foundation for the projects’ digital presence and should be updated regularly with project deliverables, links to surveys, articles related to the project, presentation slides, and meeting information. Consultant will QA/QC all project website content before going live.
4.02	CUDA meeting	Consultant will meet with/present to CUDA to discuss accessibility compliance challenges and barriers, potential audiences, how to reach historically hard to reach communities, and the Consultant’s proposed awareness campaign.
4.03	Transition Plan engagement	Consultant will prepare a strategy for PROW ADA transition plan engagement that will be shared with CMAP, PMO Consultant before launching the final campaign. This document will state the overall engagement strategies, including how to overcome barriers to participation/ support participation of underrepresented communities. The Consultant will implement the plan, including supporting PROW ADA transition plan teams with their municipal-level engagement activities.
4.04	Regional Engagement Campaign	Consultant will prepare a strategy for a Regional Engagement Campaign to encourage municipalities to comply with ADA Title II; the strategy will be shared with CMAP, PMO Consultant, and CUDA before launching the final campaign. The Regional Engagement Campaign will be informed by key findings of the accessibility compliance memo (see below), with an understanding of the barriers municipalities face with ADA compliance. Consultant will execute the Regional Engagement Campaign to build awareness around ADA compliance, CMAP resources, and the benefits of accessible and inclusive communities.
4.05	In-person and virtual public engagement events	Consultant should prepare materials, that may include templates for in-person and virtual public engagement events, including promotional language and timelines, materials, presentation slides, display boards, etc. Total number and type to be determined by PROW ADA transition plans public engagement and Regional Engagement Campaign needs. Transition Plan Consultants will customize the Consultant-developed templates, and Consultant will QA/QC before teams finalize materials.

5. Deliverable Review

WBS NO.	ACTIVITY	DESCRIPTION
5.01	Draft deliverables	Consultant will develop a draft of each deliverable described in the Deliverables section. The consultant will seek input on the deliverable draft and incorporate one set of consensus revisions from CMAP and the PMO Consultant prior to the presentation at the deliverable review meeting.
5.02	Deliverable review meeting	Consultant will hold a project coordination meeting with CMAP and PMO Consultant to review deliverables and review revisions prior to the presentation to CMAP’s Coalition for Universal Design and Accessibility (CUDA). At the meeting with CUDA, the Consultant will provide a brief overview of the draft deliverables and members will have the opportunity to comment, ask questions, raise concerns, and suggest edits.
5.03	Finalize deliverables	Consultant will finalize the deliverable by incorporating one set of revisions based on CUDA review, then one set of consensus revisions from CMAP and PMO Consultant . The Consultant shall incorporate said revisions prior to moving on to the next phase of the finalized deliverable on the project website.
5.04	Approval of final deliverable	Consultant will present the proposed Engagement Campaign to CMAP and the PMO Consultant .

6. Implementation Activities

WBS NO.	ACTIVITY	DESCRIPTION
6.01	Implementation of transition plan public engagement	Consultant will implement the transition plan engagement support. This will include providing template communications and engagement materials to Transition Plan Consultant teams for their municipal-level public engagement efforts, providing limited review and direct support to Transition Plan Consultants , sharing best practices and monitoring outreach and engagement activities.

6.02	Implementation of Regional Engagement Campaign	Consultant will implement the Regional Engagement Campaign. This could involve attending community events, presenting at municipal meetings, hosting discussions with the target audience, etc. The final deliverable is not yet known but will be the culmination of the work leading up to it.
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MODULE 3: PROJECT TIMELINE

WORK PLAN NO.	PROJECT TITLE	DATE
2025.063	Regional and Municipal Accessibility Engagement	10/10/2024

1. Deliverable Completion Dates

CMAP's fiscal year 2025 (FY2025) began on July 1, 2024 and will end on June 30, 2025

NO.	DELIVERABLE	COMPLETION
1	QA/QC Plan	Q3-FY2025
2	Accessibility compliance memo	Q3-FY2025
3	Meeting agendas and minutes (ongoing through Q4-FY2026)	Q3-FY2025
4	Project webpages for PROW ADA transition plan	Q3-FY2025
5	PROW ADA transition plan engagement strategy	Q3-FY2025
6	PROW ADA transition plan engagement (begin execution, ongoing through Q4-FY2026)	Q3-FY2025
7	Regional engagement campaign strategy	Q4-FY2025
8	Regional engagement campaign (begin execution, ongoing through Q4-FY2026)	Q1-FY2026
9	Engagement metrics report(s)	Q4-2026

2. Project Completion Date

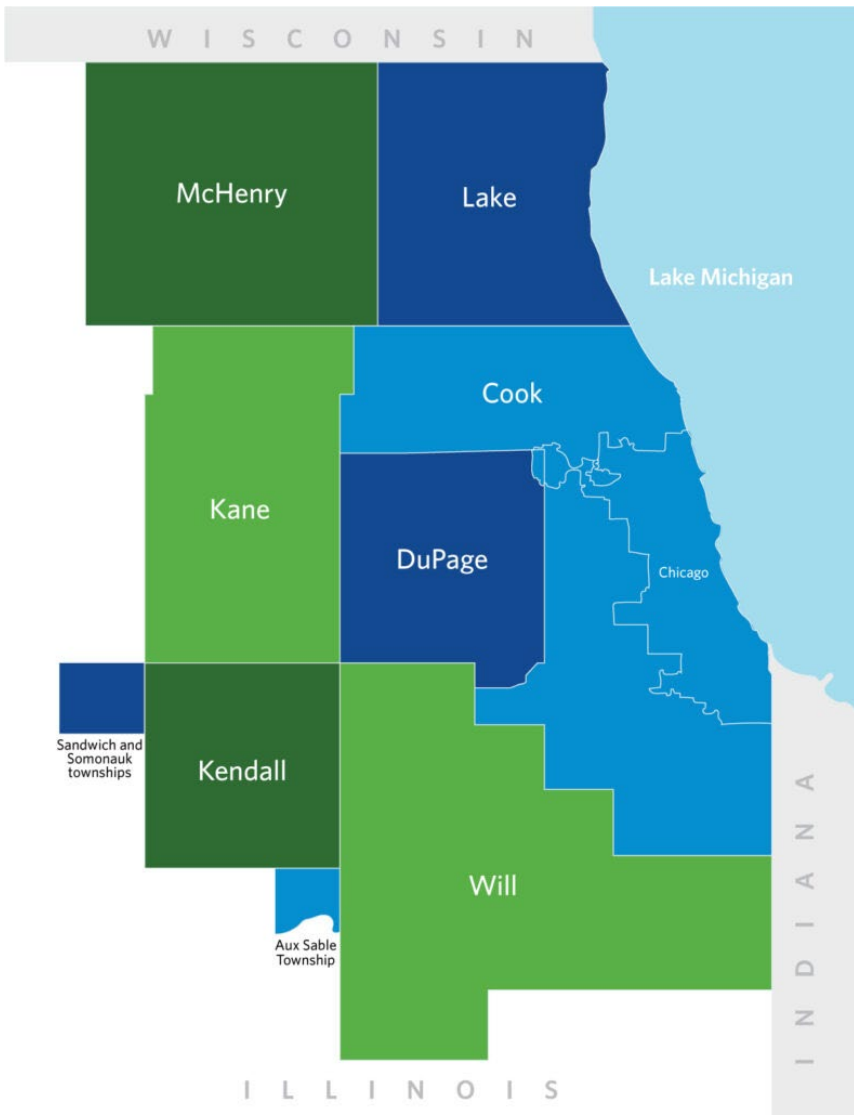
Project end date	06/30/2026
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3. Phasing

PHASE 1: PROJECT KICK-OFF	
WBS* NO.	ACTIVITIES
1.01	Campaign Consultant contract execution
1.02	Applicable documentation
2.01	Project coordination meetings
2.02	Project monitoring and invoicing
2.03, 2.04	QA/QC plan
PHASE 2: ACCESSIBILITY MEMO	
WBS* NO.	ACTIVITIES
3.01	Accessibility compliance memo
4.02, 5.02	Discussions with CMAP and other third-party experts, meeting with CUDA
PHASE 3: PROJECT EXECUTION	
WBS* NO.	ACTIVITIES

4.03	PROW ADA transition plan engagement approach
4.01	Transition plan project engagement sites
5.01	Prepare draft deliverables
5.02	Deliverable review meeting
5.03	Finalize deliverables
6.01	Implementation of PROW ADA transition plan engagement
4.04	Regional Engagement Campaign approach
4.05	In-person and virtual public engagement events
5.01	Prepare draft deliverables
5.02	Deliverable review meeting
5.03	Finalize deliverables
6.02	Implementation of Engagement Campaign
PHASE 4: METRICS REPORT	
WBS* NO.	ACTIVITIES
5.01	Prepare draft metrics report
5.02	Deliverable review meeting
3.02, 5.03	Finalize deliverable

ATTACHMENT ONE: Map of study area





Chicago Metropolitan Agency for Planning

ATTACHMENT 2: SUBMITTAL REQUIREMENTS - CONSULTANT 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:
 - Project 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 travel, facility rental charges for public meetings (if applicable), and other expenses.
 - 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. 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 and register your entity. There is no fee for this registration.
3. **Project 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 4) provide a project schedule that shows the activities and the estimated timeline for completion for each.

Submittal material for this section shall be a maximum of two (2) pages, with one (1) page being the project schedule.
4. **Optional - Project Example supporting materials.** In addition to the Project Examples Form, you have the option to provide supporting materials for each of the three (3) to five (5) examples you listed.

Submittal material for this section shall be a maximum of two (2) pages in length for each example.

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

Submittals without DUNS Numbers will be deemed unresponsive and will not be evaluated.



Chicago Metropolitan Agency for Planning

ATTACHMENT 3: EVALUATION CRITERIA - CONSULTANT 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) **Project 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 the project examples.
 - 4) **Project 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	20
2) Project approach and understanding	25
3) Integration of Core Values	25
4) Project examples	30
5) Past performance	Responsible or non-responsible
Bonus) DBE/MBE/WBE/VBE Participation	1
Cost	



Chicago Metropolitan Agency for Planning

ATTACHMENT 4A: CMAP GENERAL TERMS AND CONDITIONS

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

1) Complete Agreement.

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

- f. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.
 - g. Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors
 - h. For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.
- 2) Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, and unemployment compensation, workers compensation insurance and similar matters.
- 3) Assignment.
- a. This agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of CMAP and Contractor. Any successor to the Contractor's rights under this Agreement must be approved by CMAP unless the transaction is specifically authorized under federal law. Any successor will be required to accede to all the terms, conditions and requirements of the Agreement as a condition precedent to such succession.
 - b. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CMAP hereto, provided, however, that claims for money due or to become due to the Contractor from CMAP under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished to CMAP.
- 4) Availability of Appropriation (30 ILCS 500/20-60). This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.
- 5) Allowable Charges. No expenditures or charges shall be included in the cost of the Project and no part of the money paid to the Contractor shall be used by the Contractor for expenditures or charges that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP; (ii) not directly for carrying out the Project; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of the Contractor who have not been appointed specifically for the purposes of directing the Project, who devote official time directly to the Project under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the

Project are maintained by the Contractor may be considered as proper costs of the Project to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

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

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

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

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

c. CMAP shall make every effort to pay invoices in accordance with its normal processes and procedures for all undisputed amounts within ninety (90) days of receipt of a valid invoice, provided CMAP, as applicable, received, approved and/or issued an acceptance for the particular component of work or phase of work included in said invoice. Transfer of funds will be made electronically, with a notification of the transfer will be made to the Contractor.

d. Each invoice and report submitted must contain: the contract number, a unique vendor invoice number, a description of the services performed, the hourly rates and number of hours worked for each contractor, an itemization of travel and other costs which are chargeable to the contract and the following certification by an official authorized to legally bind the Contractor:

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

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

- 10) Subcontracts.
- a. Any subcontractors or outside associates or contractors required by the Contractor in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Any substitutions in or additions to such subcontractors, associates or contractors will be subject to the prior approval of CMAP.
 - b. The Contractor shall include a provision in all of its Subcontracts, if any, and such provision shall require Subcontractor to comply with any and all Contractor requirements contained herein. Additionally, all subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.
- 11) Equipment Inventory. An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP.
- 12) Suspension. If the Contractor fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the Contractor, suspend the Agreement and withhold further payments or prohibit the Contractor from incurring additional obligations of funds pending corrective action by the Contractor. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the Contractor in writing that the Agreement has been terminated by 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/Remedies.
- a. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience") provided that the Contractor is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Terminate for Convenience.
- b. The following shall constitute an "Event of Default" by a party to this agreement (Party or party):
1. A Party's failure to perform any non-monetary obligation under this Agreement and such failure is not cured within thirty (30) days of written notice from another Party;
 2. A Party's material breach of any representation or warranty which is the subject of this Agreement and is not cured within ten (10) business days of such breach; and;
 3. A Party's failure to timely meet its payment obligations under Attachment 5, and such failure is not cured within five (5) business days of receipt of written notice from the other Party.
- c. Termination by Default will allow this Agreement to be terminated in whole or in part in writing by either party in the event of an Event of Default Prior to Contractor terminating this Agreement for default, the Contractor shall have an order from a court of competent jurisdiction in Cook County, Illinois finding CMAP in default under this Agreement.
- d. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Contractor's default. If Termination by Default is effected by the Contractor, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Contractor for services rendered and expenses incurred prior to termination, in addition, CMAP may include cost reasonably incurred by the Contractor relating to commitments which had become firm prior to termination.

- e. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
 - f. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
 - g. In the event the Contractor must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
 - h. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, as may be modified pursuant to an arbitration agreement between the Parties and the arbitrator. The arbitrator's decision shall be a reasoned opinion and may be entered as a judgment in any court having competent jurisdiction. If the arbitrator determines that the evidence produced through the arbitration process is insufficient to support a decision, the arbitrator may conclude the arbitration proceedings without a decision. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
- 14) Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
- 15) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the Contractor pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the Contractor from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or required by law.
- 16) Reporting/Consultation. The Contractor shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 17) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

- 18) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; epidemics, pandemics, national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable or inevitable, beyond the control and is not due to the fault or negligence of the party not performing.
- 19) Hold Harmless and Indemnity. Neither Party shall be liable for actions chargeable to the other party under this agreement including but not limited to, the negligent acts and omissions of the Party's agents, employees or subcontractors in performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be constructed as seeking to enlarge or diminish any obligation of duty owed by one Party against the other party.

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

- 20) Standard of Care. Contractor shall perform the services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project.
- 21) Right to Rely. Contractor shall be entitled to rely without independent verification upon the accuracy and completeness of information and data provided by CMAP or obtained from generally accepted sources within the industry, except to the extent such verification by Contractor is expressly required as a defined part of the services.
- 22) Ownership of Documents, Intellectual Property, and Confidential Information.
- a. Patents and copyrights. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.

If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.

If the principal purpose of this Agreement is to create, develop or improve products, processes or methods; or to explore into fields which directly concern public health, safety or welfare, or if the Project is in a field of science or technology in which there has been little significant experience outside of work funded by federal assistance; and any discovery or invention arises or is developed in the course of or under this Agreement, such invention or discovery shall be subject to the reporting and rights provisions of U.S. Office of Management and Budget Circular No. A-102, and to the pertinent regulations of the grantor agency(ies) in effect on the date of execution of this Agreement. The Contractor shall include provisions appropriate to effectuate the purpose of this condition in all subcontracts under this Agreement involving research, developmental, experimental or demonstration work.

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

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

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



Chicago Metropolitan Agency for Planning

ATTACHMENT 4B: CONTRACTOR CERTIFICATION FOR FEDERALLY FUNDED AGREEMENTS

Signatories of this document 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) 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) OMB. 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 including but not limited to:
- 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 Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
- 8) Other Federal Statutes. 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:
 - (1) 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,
- x) 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,
- xi) will execute the necessary implementing amendments to FTA-funded third party contracts and sub agreements,
- xii) will execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement these assurances,
- xiii) will incorporate these assurances by reference into and make them a part of any third party contract or sub agreement, or any amendments thereto, relating to any FTA-funded Project involving relocation or land acquisition, and
- xiv) 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,
- xv) The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- xvi) Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- xvii) Executive Order 11593, which relates to identification and protection of historic properties;
- xviii) The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- xix) 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;
- xx) 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;

xxi) The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and

xxii) 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:

i) The National Research Act, as amended, 42 U.S.C. 289 *et seq.*, and

ii) 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 ILSC 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).
 - o) 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).
 - p) Illinois Use Tax. Pursuant to (30 ILCS 500/50);
 - q) Environmental Protection act Violations. Pursuant to (30 ILCS 500/50-14)
 - r) Federal Funding Accountability and Transparency Act of 2006 (31 USC 6101);
 - s) 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);
 - t) 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 sub-contractors 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.

- a) 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.

a) 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.

All of the requirements listed in paragraphs 1 through 31 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.

Acknowledged:

Authorized Signature: _____ Date: _____

Name/Title: _____

Company Name: _____



Chicago Metropolitan Agency for Planning

ATTACHMENT 4C: CONTRACTOR CERTIFICATION OF SPECIFIC PROVISIONS

Certification One: Certificate Regarding Workers' Compensation Insurance

The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement.

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

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

Certification Two: Certificate Regarding Professional Liability Insurance

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

Certification Three: Certificate Regarding Disadvantaged Business Enterprise (DBE)

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

Certification Four: Certificate Regarding Contract Amendment and Concurrence Policy

This Applies to All Primary and Subcontractors

1. A Request for Concurrence will be required for the following:
 - a. A change in a key person specified by the CMAP Project Manager when justifying the selection of the contracted vendor.
 - b. If the Vendor Project Manager disengages from the project for more than 3-months, or reduced the number of hours working on the project by 20% or greater.
2. An Amendment and revised Price Proposal Form will be needed for the following:
 - a. Any scope change – justification will be also be required

- b. A staff title is added to the project – justification will also be required
- c. The transfer of cost from any line item that exceeds 10% of that line item cost of \$1,000, whichever is greater.
- d. The addition of any subcontractor not originally listed on the Price Proposal Form. Note: CMAP will need to seek concurrence from any third-party grantors prior to executing the amendment.

Certification Five: FTA Certification Regarding Lobbying

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

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

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

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such expenditure or failure.]

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

Acknowledged:

Authorized Signature: _____ Date: _____

Name/Title: _____

Company Name: _____