



# Chicago Metropolitan Agency for Planning

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cmap.illinois.gov

September 18, 2024

## **REQUEST FOR PROPOSALS (RFP) NO. 334** **Regional Vision: Strategic planning and engagement integration**

The Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested contractors to provide services related to strategic communications and engagement for CMAP's upcoming Regional Vision plan as described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information webinar on September 25, 2024, at 1:30 p.m. local time. Please use the information provided below to attend.

### Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 298 239 931 716

Passcode: gknDo8

**Or call in (audio only)**

[+1 872-215-6245,,627477678#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 627 477 678#

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

If your team is qualified and experienced in performing the described services, CMAP would appreciate receiving your submission as indicated in the RFP. The deadline for responding to the RFP is 3:00 p.m. on **October 16, 2024**.

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

Enclosure



### REQUEST FOR PROPOSALS (RFP) NO. 334

#### Regional Vision: Strategic planning and engagement integration

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

#### Section 1: Background and General Information

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

As a result of responses to this RFP, CMAP plans to review submissions and potentially conduct interviews with selected submitters it determines can best meet the requirements outlined below. Negotiations will be held on both the scope and the cost to select the submitter that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to “Reservation of Rights” herein, it is anticipated that a contract will be awarded for the work described. The contract may be awarded for a for a term up to 36-months with two, one-year optional renewals.

#### Section 2: Scope of Services

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

#### Section 3: Submittal Requirements

Proposals must be submitted via email to CMAP at [procurements@cmap.illinois.gov](mailto:procurements@cmap.illinois.gov) no later than **3:00 PM Central Time on October 16, 2024**. There will be no public opening for this RFP. Late submissions will be rejected.

#### Key dates and times

RFP Advertisement/Release	Wednesday, September 18, 2024
Pre-bid Meeting (optional)	Wednesday, September 25, 2024, at 1:30pm Central Time
Deadline for Questions	Wednesday, October 2, 2024, by 3:00pm Central Time
Submission deadline	Wednesday, October 16, 2024, by 3:00pm Central Time

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



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

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

#### **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 anticipates conducting interviews for this solicitation and 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: General Terms and Conditions



**ATTACHMENT 1: SCOPE STATEMENT**

WORK PLAN NO.	PROJECT TITLE	DATE
2023.016	Regional Vision: Strategic communications & engagement integration	09/18/2024

**1. Procurement purpose**

Through this solicitation, CMAP is seeking assistance from either a single consultant or team of consultants (collectively referred to as the “Consultant”) on pre-planning activities for the communications and engagement elements of an innovative Regional Vision. These activities are critical to CMAP’s execution of a new, untried approach to inspire and organize widespread action on issues of regional significance. Together, they should help the agency produce a consensus-based, visionary plan to achieve northeastern Illinois’ macro-level goals and aspirations as the region moves toward the year 2060.

**2. Background**

The Illinois Regional Planning Act (70 ILCS 1701) requires CMAP — the state-designated regional planning agency for northeastern Illinois — to develop a comprehensive plan that integrates land use, transportation, and their relationships with economic development, the environment, air quality, energy consumption, and other issues impacting quality of life in the region. Per statute, the plan should guide the region’s physical development and form the foundation for all planning in the region, with a special emphasis on the interactions between transportation and land use decisions.

Relatedly, as the federally recognized metropolitan planning organization (MPO) for northeastern Illinois, CMAP is also mandated by federal regulations to develop and maintain a metropolitan transportation plan (MTP) that provides a comprehensive framework for transportation planning within the region. The MTP — also known as a regional transportation plan (RTP) or regional long-range transportation plan (LRTP) — outlines the long-term vision, goals, and strategies for the transportation system, addressing factors such as infrastructure needs, funding considerations, congestion management, safety improvements, and multimodal connectivity.

Since the agency was first formed in 2005, it has fulfilled these state and federal responsibilities with the adoption and subsequent update of a single, large-scale regional comprehensive plan. Both GO TO 2040 (adopted in 2010, updated in 2014) and ON TO 2050 (adopted in 2018, updated in 2022) were the product of major, multi-year planning processes featuring extensive staff research, stakeholder engagement, and public outreach. Both award-winning plans helped the region anticipate major challenges and opportunities, generate consensus on shared strategies, and evolve regional policy on difficult issues.

Moving forward, CMAP is pursuing a new approach to spark regional action. The focal point will be a lighter, macro-level Regional Vision that will guide policy change and implementation over the next 8-10 years — with future activities tailored to issues in transportation, climate, and the regional economy. It will mark a significant departure from existing planning-as-usual models. Doing so offers a chance to think differently about how CMAP works with stakeholders on multi-year strategic initiatives. The “big picture” Regional Vision will set the policy guidance to inspire and unify efforts on issues of regional concern. Its focus will be clear,



unequivocal statements of “what” we must do together and “why” it matters to our residents as opposed to revisiting “how” we can approach each of the topics covered in ON TO 2050.

### 3. Services

The purpose of this project, together with other aspects of the Regional Vision, is to develop a trailblazing, multi-year campaign that changes the trajectory of public policy in northeastern Illinois. Externally, it should drive strategic awareness and engagement that mobilizes stakeholders for action around difficult-but-important policy priorities, while meeting the highest standards of equitable outreach and engagement. Internally, it should support a clear understanding about the regional planning process, CMAP’s new approach, and the opportunities for greater alignment and leadership.

To support a cohesive approach, this scope of services sets forth certain core activities (Tasks 0-4) expected of the Consultant as part of the Regional Vision process. The scope also identifies additional optional tasks (Options A-C) on which the Consultant can bid. Respondents to this RFP are strongly encouraged to consider and respond to all aspects of the project scope. If the Consultant chooses not to bid on one or more optional task, the Consultant will instead support the procurement, management, and integration of these optional tasks and deliverables to ensure continuity with related services. This may include developing and drafting the scope and strategy for solicitations on which the Consultant will then be ineligible to bid.

Specifically, CMAP seeks offers in response to this RFP from firms qualified and experienced in leading strategic communications and engagement on public issues of regional concern. This may include a combination — as negotiated and agreed by CMAP and the Consultant during project mobilization — of content and strategic key messaging, in-person workshop facilitation (with key stakeholders including CMAP boards and committees), visual design and branding integration, special event planning, and the development of multiple, coordinated deliverables like a communications and engagement strategy, stakeholder management process, and/or operations of an extensive regionwide public engagement campaign in summer 2026. Qualified firms must demonstrate expertise with public issue communications and engagement campaigns; experience leading effective and inclusive engagement; and a commitment to pursue originality and innovation. Beyond those qualities, an advanced understanding of long-range urban and regional planning is preferred.

The successful Consultant will work collaboratively with CMAP staff and leadership to generate action-oriented dialogue with the agency’s boards and committees, external partners and stakeholders, and the general public. This project will achieve the following:

- Engage and prepare regional leadership for overseeing the development of a new Regional Vision.
- Generate early priorities and objectives for the visioning process.
- Build consensus around a new, innovative approach to regional planning in northeastern Illinois.
- Develop a multi-year messaging and internal alignment strategy, including coordination with related agency work, that clearly expresses the inspiration, potential, and value proposition underpinning the Regional Vision’s development.
- Inform the stakeholder management process for the Regional Vision.
- Prepare and facilitate in-person charettes or workshops with internal audiences.



- Define an approach for design and engagement integration.
- Support CMAP staff in the procurement and management of related services.
- Build momentum for the Regional Vision’s adoption in fall 2027 and subsequent implementation.

This procurement is structured as an RFP with multiple technical options to enable the selection of a Consultant that can co-design a strategic communications and engagement approach with the CMAP team. While the Consultant will perform the scope of services as described in Task 0-4 below, CMAP is open to considering alternatives to incorporate additional services that can meet the needs and goals of the Regional Vision while accommodating the vendor that best fits CMAP’s needs. To achieve this, proposal teams are encouraged to provide creative and innovative recommendations as well as to consider the mix and balance of specialized skills required to ensure a successful campaign. The ability to work seamlessly and collaboratively with both CMAP staff and other vendors will be critical.

#### 4. Tasks and deliverables

The scope of services detailed below describes the tasks that CMAP expects will support communications and engagement activities to inform the Regional Vision. The successful Consultant will ultimately coordinate with CMAP to produce deliverables that best fit the project’s objectives. Submissions in response to this solicitation should fully describe and directly tie proposed deliverables to the project activities described below. The work anticipated under this scope of services includes but is not necessarily limited to these activities.

The Consultant will provide CMAP with ongoing professional consulting support for strategic planning, research, communications design, and stakeholder engagement in developing a unified and cohesive approach. Audiences will expand out over time — beginning with agency leadership, then staff and close partners, and culminating with an intense, concentrated period of community visioning with the public. This cascading structure should allow CMAP to drive momentum, while getting back the input and buy-in to shape policy outcomes.

All outward-facing, final deliverables produced must use ADA-compliant accessibility formats, use accessible language (i.e., 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.

**Core activities:**

*The following Tasks 0-4 constitute core activities of the project. Bids must address the objectives of each of these tasks to qualify as a complete submission. Failure to address each of these core activities in your bid will render it incomplete. Consultant selection will be based on an evaluation of the responses to the core activities.*

NO.	TASK AND DELIVERABLES
0	<p><b>Project management activities</b></p> <p>This task includes the management of all project activities and work assigned to the Consultant. This task will involve continuous project coordination and administration; preparation of monthly progress reports, invoices, and billings; meetings and coordination activities, including across related workstreams and project teams; preparation of meeting summaries; and other project management activities specified by CMAP staff.</p>



	<p>Invoices must be accompanied by a progress report detailing the work accomplished during the billing period. CMAP anticipates biweekly meetings throughout the contract period to complete the work.</p> <p>Scope and budget controls will be critical to ensuring that sufficient resources are available to meet the project’s goals for equitable engagement, particularly ahead of a major, regionwide public engagement campaign anticipated in spring/summer 2026.</p> <p><i>Expected activities:</i></p> <ul style="list-style-type: none"> <li>• Biweekly meetings with CMAP staff and others, as needed</li> </ul> <p><i>Deliverable:</i></p> <ul style="list-style-type: none"> <li>• Regularly updated budget evaluation</li> <li>• Monthly progress reports and invoices</li> <li>• Meeting summaries</li> </ul>
<p>1</p>	<p><b>Project co-development and mobilization</b></p> <p>The Consultant will participate in initial and iterative planning meetings with the Project Manager and select CMAP staff. The meetings will discuss the scope of work as described and the Consultant’s near-term recommendations for project scoping, implementation and ultimate success. This deliverable is intended to ensure early alignment on project approach and milestones, as well as to flag procurement needs, scope and budget controls, and any additional issues that CMAP and Consultant identify as being critical to support project management.</p> <p><i>Expected activities:</i></p> <ul style="list-style-type: none"> <li>• Meet with CMAP staff to discuss and ideate on objectives, proposed activities and deliverables, milestones, measures of success, and other key elements of the project.</li> <li>• Review existing CMAP documents and practices.</li> <li>• Identify best practices and effective examples from peer institutions.</li> </ul> <p><i>Deliverable:</i></p> <ul style="list-style-type: none"> <li>• Briefing document detailing the Consultant’s understanding of the project’s mission and outcomes, recommendations for the structure and activities, and the scope and resources required across different tasks to ensure project success.</li> </ul>
<p>2</p>	<p><b>Facilitation of strategic planning</b></p> <p>The Consultant will develop a series of highly impactful, in-person workshops or charettes for internal audiences to explore key regional trends and what might change the region’s trajectory as well as to envision the potential future paths for northeastern Illinois. These discussions should foster collaboration on ideas and expectations for the regional planning process. This includes preparation and group facilitation of 7-8 working sessions for approximately 25 participants each. These will include two sessions with executive staff, up to two sessions with groups of general staff, and up to four workshops with members of CMAP’s boards, committees, and other implementers.</p> <p><i>Expected activities:</i></p> <ul style="list-style-type: none"> <li>• Coordinate with CMAP staff to prepare the objectives, audiences, and topics. As a starting point, these activities should facilitate early alignment on:             <ul style="list-style-type: none"> <li>○ A high-level SWOT analysis (strengths, weaknesses, opportunities, and threats) of the regional planning process in northeastern Illinois</li> </ul> </li> </ul>





	<ul style="list-style-type: none"> <li>○ The Regional Vision’s new, alternative approach and expected outcomes</li> <li>○ How CMAP’s <a href="#">levers of policy change</a> can best support implementation</li> <li>○ Priorities for issue areas or topics that need to be addressed</li> <li>○ Themes that can inspire, organize and inform the Regional Vision</li> <li>○ Key audiences and partnership opportunities for plan development</li> </ul> <ul style="list-style-type: none"> <li>● Develop workshop exercises and materials, including pre- and post-event communications.</li> <li>● Provide on-site facilitation and documentation of the workshops</li> <li>● Synthesize and summarize key takeaways to shape the development of the Regional Vision.</li> </ul> <p><i>Deliverable:</i></p> <ul style="list-style-type: none"> <li>● Pre-event strategy document detailing the goals and outcomes, participants, activity types, deliverables, schedule, materials and tools, and other details across the working sessions.</li> <li>● Post-event summary document with discussion notes, emerging concepts or takeaways, actionable steps, or other details that emerge from the working sessions.</li> </ul>
<p>3</p>	<p><b>Communications and engagement strategy</b></p> <p>The Consultant will draft a communications and engagement strategy that integrates insights and recommendations from internal workshops with the Consultant’s project understanding and national best practices. At a minimum, this task will include the Regional Vision’s communications needs and timeline, recommendations for key messages and a messaging plan, primary objectives for later stakeholder and public engagement, a strategy for ongoing design and engagement integration, and any other details of an overall approach. Where CMAP and the Consultant do not agree to execute the options described below (see Options A-C), this strategy should also outline the scope, procurement strategy, and resource requirements for soliciting related subsequent services to fully and successfully execute the strategy. These may include visual design integration, special event planning, operation of the public engagement campaign in summer 2026, and/or any other services deemed necessary and appropriate.</p> <p><i>Expected activities:</i></p> <ul style="list-style-type: none"> <li>● Based on CMAP and stakeholder input, outline communication goals and objectives, stakeholders and audiences, key messages, strategies, channels, outcomes/metrics, and a timeline for implementation.</li> <li>● Research and develop targeted messaging to multiple audiences, recognizing that different solutions and approaches are applicable in different contexts.</li> <li>● Develop a unified message and related collateral to disseminate at key points in the project timeline to build awareness, answer stakeholder’s critical questions, build support for action, and communicate the meaning and significance of the Regional Vision.</li> </ul> <p><i>Deliverable:</i></p> <ul style="list-style-type: none"> <li>● Strategy document detailing the proposed approach to communications and engagement under the Regional Vision, focused on change management through message mapping, storytelling, integration of related services, and/or other means.</li> <li>● Draft messaging plan that expresses the inspiration, potential, and value proposition of the Regional Vision in shaping the future of northeastern Illinois.</li> </ul>
<p>4</p>	<p><b>Stakeholder management process</b></p> <p>The Regional Vision must be approved by CMAP’s Board and MPO Policy Committee. The Consultant will provide technical assistance to inform the structure for project oversight, stakeholder management, and civic engagement in the regional planning process. Specifically, the Consultant will help to determine if/how a</p>



steering committee and related working groups should be set up as well as to identify early messages to facilitate recruitment via a call to action. Members will be expected to engage with one another, CMAP staff, consultants, and subject matter experts to explore a limited but critical set of issues during plan development. This structure should assist CMAP in identifying regional priorities, values, and commitments as well as developing champions for their implementation.

*Expected activities:*

- Work with CMAP staff to determine key decision points and the need for direct stakeholder input. Review CMAP’s current and prior practices. Identify alternatives with peer examples for project oversight, stakeholder management, and civic engagement.
- Assist with launching any steering committee and related working groups, including identifying and recruiting members, refining CMAP’s approach, developing key messages, preparing meeting materials, and/or other activities deemed appropriate.
- Build momentum for plan implementation among community-based organizations and community leaders in low-income and disadvantaged communities.

*Deliverable:*

- Briefing document outlining the Consultant’s recommended strategy for seeking stakeholder buy-in throughout the planning process. This summary should describe the responsibilities, meeting cadence, decision points, materials, and outcomes of any steering committee and related working groups.

**Additional activities (optional):**

*In addition to the core elements described above, CMAP expects proposals for some or all of the following optional scope elements. Each option may include as many or as few tasks and deliverables as the respondent feels is appropriate, but deliverables and costs associated with each option must be clearly described in the RFP response. While Consultant selection will be based on responses to the core activities, the Consultant’s responses to the additional activities will determine which, if any, option CMAP exercises with the Consultant. If the Consultant chooses not to bid on one or more optional task, or if the Consultant is not awarded an optional task, the Consultant will, instead, support the procurement, management, and integration of these optional tasks and deliverables to ensure continuity with related services. This may include developing and drafting the scope and strategy for solicitations on which the Consultant will then be ineligible to bid.*

NO.	TASK AND DELIVERABLES
A	<p><b>Visual design integration</b></p> <p>CMAP seeks to establish a visual identity to distinguish the Regional Vision during plan development and unify strategic initiatives and implementation activities. If CMAP executes this option, the Consultant will develop a brand with a cohesive design approach that is consistent with but recognizably different from existing CMAP assets, including the prior GO TO 2040 and ON TO 2050 plans. This will include developing affiliated design assets and a designated color palette as well as integrating related visuals across multiple components of the Regional Vision. All brand assets should be flexible and extensible for a variety of internal and external uses as well as for subsequent initiatives.</p> <p>In particular, the Regional Vision will include a community visioning process that entails an extensive public engagement campaign (see Option C) that will make use of advertising campaigns as well as digital and physical designs items such as promotional items, banners, and other visual assets.</p> <p><i>Expected activities:</i></p>



	<ul style="list-style-type: none"> <li>• Review existing plan materials, other CMAP design assets, and audiences; determine strategic approaches and how they inform the design approach and specific design assets consistent with the project’s overall communications and engagement strategy.</li> <li>• Present initial visual design and logo concepts for input and selection of preferred option. Refine visual development and confirm design approach, desired assets, and other requirements.</li> <li>• Support design integration by creating or commissioning related iconography, infographics, photography, videos, illustrations, renderings, or other visual assets consistent with the overall branding of the Regional Vision.</li> </ul> <p><i>Deliverable:</i></p> <ul style="list-style-type: none"> <li>• Document outlining a strategic design approach including a family of design elements to include but not limited to brand colors, icons, logos, etc.</li> <li>• Full brand toolkit, including templates (e.g., reports, memos, presentations, event programs, social media, and web copy), promotional and engagement collateral (e.g., swag, posters, banners, and invitations), printed publications (e.g., event programs, booklets, brochures, flyers, one-pagers, reports), media buys, and other design assets as determined with CMAP.</li> </ul>
<p><b>B</b></p>	<p><b>Special event planning</b></p> <p>CMAP will mark the 20th anniversary of its formation in 2025 by significantly expanding its annual State of the Region event to celebrate achievements in planning and development. The large-scale event should bring together about 1,500 leaders from across northeastern Illinois to take stock of issues of regional significance, highlight new initiatives, hear from keynote speakers, and highlight Regional Excellence Award winners. CMAP will also use the occasion as the public launch of the Regional Vision. The Consultant may also be asked to plan and execute subsequent events during plan adoption, including up to four public forums or seminars as well as a ceremony for the plan’s adoption in fall 2027. Each event must reflect the agency’s core values and meet the highest standards for inclusion, accessibility, and environmental impact.</p> <p>If CMAP executes this option, the Consultant will lead event planning as well as the procurement, management, and integration of all related services by detailing the requirements for the event space, layout, design, AV setup and equipment, catering, staffing, registration and event communications, sustainability, accessibility accommodations, permitting, security, insurance, and other issues critical to the event’s success. The Consultant will also work with CMAP staff to identify and recruit support for the State of the Region event from corporate and civic sponsors who demonstrate a strong commitment to fostering collaborative regionalism.</p> <p><i>Expected activities:</i></p> <ul style="list-style-type: none"> <li>• Coordinate efforts with CMAP staff by developing and managing the event’s scope, budget, planning timeline, procurement needs, promotional efforts, and pre- and post-production meetings.</li> <li>• Draft recommended event plan, including the proposed objectives, audience, program, and event details as well as an approach for marketing and design integration.</li> <li>• Secure keynote, plenary, and breakout speakers in line with event plan. Coordinate all necessary requirements for travel, preparation, and materials.</li> <li>• Develop and provide all necessary information regarding related services to support timely procurement and project mobilization.</li> <li>• Solicit multiple bids for all related services and manage selection/contracting process. Coordinate services with all selected service vendors.</li> </ul>



- Identify all contract and in-house staffing needs. Coordinate information and staff training (if needed) on responsibilities and event logistics.
- Support CMAP staff in soliciting sponsors to support the event. Develop a sponsorship strategy and prospectus that includes a unique selling proposition, tiered packages (including options for custom sponsorship), use and restriction of funds, key event details, and other appropriate information. Coordinate with CMAP staff on an accounting of all revenues received.
- Build and manage related marketing materials, promotional assets, event décor, video/photography, registration database, and pre-event communications in coordination with CMAP staff
- Manage event setup, day-of logistics, and breakdown. Provide on-site supervision and event flow management. Coordinate with event and service vendors regarding access, walk-through, placement, timing, payment, clearance, etc.

*Deliverable:*

- Detailed event plan outlining the Consultant’s recommendations on the event’s scope, design, logistics, timeline, budget, sponsorships, and other details determined with CMAP.
- Successful planning and completion of a large-scale event in 2025 as well as other, smaller events as agreed with CMAP.
- After action review document summarizing key details and outcomes from major events, including a detailed accounting of all related revenues and expenses.

**C Operation of public engagement campaign**

The Regional Vision will entail a large-scale public engagement campaign in spring/summer 2026. It will be intentionally “big picture” — aspirational, forward-thinking, and open-ended. It will focus on collaborative activities that invite residents to envision and explore different possible futures for their communities. A primary objective will be to cultivate new stories and storytellers to shift the narratives that tend to dominate planning. Doing so requires the highest standards of equitable engagement to cultivate trust, ensure participants feel heard and valued, strengthen regional identity and social cohesion, and ultimately guide government investment and planning.

If CMAP executes this option, the Consultant will prepare and carry out a public engagement campaign focused on cultivating a visioning dialogue with the public to enhance the plan’s content and relevance. While insights should be shared internally throughout the campaign, the final deliverable will be a highly visual, medium-length report that synthesizes the engagement findings and summarizes the community visioning process. This material should support promotional and civic engagement efforts through the final adoption of the plan in fall 2027.

*Expected activities:*

- Develop a community visioning strategy with CMAP through peer review, national best practices, clarifying expectations, identifying audiences, and determining content needs.
- Design public engagement campaign(s) by, for example, seeking out and training partner organizations in target communities, identifying and building out digital platforms, securing advertising placements and other opportunities to raise awareness, and creating engagement tools (e.g., promotional items, exercises, games, and visual assets).
- Coordinate and launch public engagement campaign by leading related activities (e.g., tabling at events, workshops, open houses, public forums) with moderate participation from CMAP staff.
- Monitor results and adjust activities to ensure equitable engagement.



- Organize and analyze the public input from engagement activities; gather public testimonials as content (to include audio, video, photos, or written ascribed statements); synthesize ideas and opinions from across communities as usable information for shaping the Regional Vision.

*Deliverable:*

- Briefing document outlining a community visioning strategy consistent with the project’s overall communications and engagement strategy, including defining roles for CMAP staff, the Consultant, and proposed partner organizations; developing the campaign’s scope and timeline; and identifying related procurement needs.
- Successful planning and completion of large-scale, regionwide public engagement campaign in spring/summer 2026 to support the Regional Vision’s development.
- Draft report summarizing the campaign’s public engagement and participation activities, tools, methods, public comments, testimonials, responses, emerging themes, and other details as determined with CMAP.

## 5. Timeline and budget

The contract scope of work is anticipated to begin in November 2024 with an initial period of 36 months with two, one-year optional renewals. The Regional Vision is expected to be brought before the CMAP Board and MPO Policy Committee for adoption by October 2027.

The project schedule and budget will need to account for regular updates to the CMAP Board, topical working committees, and MPO Policy Committee.

The budget for the primary Tasks 0-4 shall not exceed \$600,000, and the budget for Options A-C shall not exceed \$1,650,000, with the significant majority going towards ‘Option C: Operation of public engagement campaign’ with outward-facing activities culminating in spring/summer 2026.



## 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](http://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, 3) how your qualifications and strengths uniquely position you for successful completion of the work, and 4) a project schedule that shows the activities and the estimated timeline for completion. Each response must address all core activities and only those additional activities on which it intends to bid. Responses that fail to address all core activities will be deemed nonresponsive.

**Submittal material for this section shall be a maximum of ten (10) 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.

**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. Qualifications, experience, and availability of committed personnel and team member firms.
  - 2) **Project approach and understanding of core activities in Tasks 0-4.** Demonstrated understanding of the scope of services through the project approach to deliverables described in Task 0-4; any reasonable recommended modifications to the scope; and a reasonable project schedule that meets the project goals. Respondents — including proposed teams of consultants — will be assessed on their qualifications to perform the core, pre-planning activities in Tasks 0-4. Failure to address each of the core, pre-planning activities in Tasks 0-4 will render a response incomplete. This includes evaluation of the strength and innovativeness of the approach and any optional or additional enhancements.
  - 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:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
1) Project team and firm capability	35
2) Project approach and understanding of core activities in Tasks 0-4	35
3) Integration of Core Values	15
4) Project examples	15
5) Past performance	Responsible or non-responsible
(Bonus) DBE/MBE/WBE/VBE Participation	1
Cost	

Selection will be based on responses to the core activities (Tasks 0-4). The Consultant’s responses to any of the optional activities (Options A-C) will be evaluated separately to determine which, if any, of the options CMAP intends to exercise with the Consultant.





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

As applicable, hourly rates for personnel titles 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.

There will be no public opening for this RFP. Late submissions will be rejected. Questions may be referred to [procurements@cmap.illinois.gov](mailto:procurements@cmap.illinois.gov) by Wednesday, October 2, 2024, by 3:00pm Central Time.



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

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

1) Complete Agreement.

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



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



the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

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

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

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

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



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

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

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



subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

- c. The Contractor may not subcontract services agreed to under this Agreement without prior written approval of CMAP.

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

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

13) Termination.

- a. Termination by Default will allow this Agreement to be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default. Prior to Contractor terminating this Agreement for default the Contractor shall have and order from a court of competent jurisdiction in Cook County, Illinois finding CMAP in default under the Agreement.
- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the Contractor is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to Terminate for Convenience.
- c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Contractor's default. If Termination by Default is effected by the Contractor, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Contractor for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Contractor relating to commitments which had become firm prior to termination.



- d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
  - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
  - f. In the event the Contractor must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been affected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
- 14) Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.
- 15) Publication. CMAP shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The Contractor shall include provisions appropriate to effectuate the purpose of this clause in all subcontracts for work under this Agreement.
- 16) Confidentiality Clause. Any documents, data, records, or other information given to or prepared by the Contractor pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP. All information secured by the Contractor from CMAP in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or required by law.
- 17) Reporting/Consultation. The Contractor shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement.
- 18) Identification of Documents. All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within the Contractor's offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of CMAP and of the Contractor. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 19) Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; epidemics, pandemics, national fuel shortage; or a



material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable or inevitable, beyond the control and is not due to the fault or negligence of the party not performing.

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

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.

21) 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.

22) 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.

23) 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.