



# Chicago Metropolitan Agency for Planning

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Chicago, Illinois 60606

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March 26, 2013

## REQUEST FOR PROPOSALS (RFP) NO. 102

### CONSULTANT ASSISTANCE WITH LOCAL TECHNICAL ASSISTANCE (LTA) PROJECTS: PREQUALIFICATION OF FIRMS

Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested firms to provide assistance with local planning projects associated with the Local Technical Assistance (LTA) program as described in the enclosed Request for Proposals (RFP).

CMAP will conduct a non-mandatory pre-bid information session on Tuesday, April 2 at 10:00 a.m. (CDT) in CMAP's offices, 233 South Wacker Drive (Willis Tower), Suite 800. Applicants may attend in person or by webinar/conference call. To attend in person, call CMAP at 312-454-0400 to be added to the Willis Tower Visitor list. Driver's license or state ID required for entry into building tower. To join by webinar/conference call, email [yambriz@cmap.illinois.gov](mailto:yambriz@cmap.illinois.gov) requesting RFP 102 webinar/conference call information. An e-mail with the webinar/conference call information will be sent to all who have registered by noon on Monday, April 1.

Participation with 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. CMAP strongly encourages those interested in this project to attend. The presentation, questions and responses noted during the pre-bid discussion will be posted on our website with the RFP.

If your firm is qualified and experienced in performing the described services, CMAP would appreciate receiving your proposal as indicated in the RFP. The deadline for receipt of submissions in response to the RFP is **3:00 p.m., April 30, 2013**.

Thank you, and if you have any questions, please call me at (312) 386-8788.

Sincerely,

Margaret McGrath  
Grant/Contract Officer

Enclosure

## RFP NO. 102

### CONSULTANT ASSISTANCE WITH LOCAL TECHNICAL ASSISTANCE (LTA) PROJECTS: PREQUALIFICATION OF FIRMS

*The Chicago Metropolitan Agency for Planning (CMAP) invites appropriate firms to submit proposals to assist with local planning projects associated with the Local Technical Assistance (LTA) program as described in this Request for Proposals (RFP). Please read each section carefully for information regarding the proposal and submittal instructions.*

#### SECTION 1: Background and General Information

##### **About CMAP**

The Chicago Metropolitan Agency for Planning (CMAP) is the official regional planning organization for the northeastern Illinois counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will. CMAP developed and now leads the implementation of GO TO 2040, metropolitan Chicago's first comprehensive regional plan in more than 100 years. To address anticipated population growth of more than 2 million new residents, GO TO 2040 establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality-of-life issues. See [www.cmap.illinois.gov](http://www.cmap.illinois.gov) for more information.

##### **Background**

GO TO 2040 emphasizes the importance of planning at the local level, but recognizes that many municipalities lack the resources to do this themselves. To fill this gap, CMAP launched the Local Technical Assistance (LTA) program in 2011, funded by a Sustainable Communities Regional Planning grant from the U.S. Department of Housing and Urban Development, as well as funds from the U.S. Department of Transportation. Since that time, CMAP has completed nearly 30 local planning projects, with 50 more currently underway. The purpose of the LTA program, which has been reflected clearly in its products, is to provide assistance to communities across the Chicago metropolitan region to undertake planning projects that advance the principles of GO TO 2040.

Approximately two-thirds of the LTA projects are managed and led by CMAP staff, with CMAP staff conducting most of the work on each project. The remaining one-third is being conducted by consulting firms on contract with CMAP or the local sponsor. The purpose of this RFP is to select prequalified consultants to conduct local planning projects on contract with CMAP.

GO TO 2040 also recommends that CMAP coordinate closely with other planning agencies to align grant programs. To accomplish this, CMAP coordinates closely with the Regional Transportation Authority (RTA) to align the application materials and timelines for the RTA's Community Planning grant program with the LTA program, but the programs are separately administered. This RFP applies only to CMAP's program, and does not obligate the RTA in any way.

##### **Statement of Purpose**

With this RFP, CMAP is seeking to create a list of prequalified contractors to provide consulting assistance for local planning projects associated with the LTA program. Some of these projects are already part of CMAP's adopted list of LTA projects. The first three specific projects – involving the City of Chicago's Kedzie Avenue corridor, City of Prospect Heights, and Village of South Elgin – are specifically identified in this RFP, and prospective contractors will submit responses to these specific projects as well as general prequalification information. Other projects have not yet been identified, but will be selected from among applications submitted during CMAP's next application process, which is occurring between May and October of this year in coordination with the RTA. It is anticipated that all planning projects proposed under this

RFP will be contracted during FY14 (July 2013-June 2014); however, most projects will not be completed until sometime in FY 15 (July 2014-June 2015).

CMAP expects to identify several (approximately five) contractors for inclusion on its prequalified list. Contractors may be a single firm, or may be made up of a group of firms including a lead firm and one or more subcontractors. Throughout this document, the term “contractor” is used to indicate a respondent to this RFP – whether this is a single firm or a team made up of multiple firms.

CMAP expects to pursue a significant number of planning projects (approximately ten) in the upcoming year with consultant assistance, and is creating the prequalification process in an effort to increase the efficiency of its consultant procurement process. Prequalification does not guarantee a contractor a certain number of projects, but it does give them the ability to compete only with the other prequalified contractors for relevant projects.

### **Description of Procurement Process**

This RFP will lead to several contracting decisions by CMAP. First, it will lead to the creation of a list of prequalified contractors to provide consulting assistance to CMAP on local projects. Second, it will lead to the selection of contractors to assist with the three specific projects identified already.

This RFP first seeks to create a list of prequalified firms to provide consulting assistance to CMAP on local planning projects. As described further in the scope of services below, prequalified contractors will work on relevant projects which include the preparation of:

- Comprehensive plans
- Multijurisdictional corridor plans and studies
- Subarea plans (covering a small area within a community)
- Revisions to zoning ordinances, subdivision regulations, design guidelines, and similar regulations and guidelines
- Transportation and mobility plans
- Similar planning projects

Prequalified contractors are expected to be able to address each of the above types of projects in a variety of contexts around the region, from urban to suburban to rural. Most of the plans that will be pursued are comprehensive in nature, covering a variety of planning topics. Therefore, prequalified contractors are expected to have expertise in a variety of topical issues; central issues to be addressed in all plans include demographics, land use, housing, economic development (including market analysis), transportation, and the natural environment. Many projects will be based in a single municipality, but some will be multijurisdictional in nature. Each project will involve public engagement, collection and analysis of data, development and justification of recommendations, and identification of implementation actions. Each will also involve continued communication with CMAP’s designated project manager, as well as involving key leaders and stakeholders in the community.

As defined earlier, for the purposes of prequalification, contractors may be a single firm or a group of firms that includes a lead firm and several subcontractors. There is no minimum involvement for lead firms on projects; they may subcontract out as much of the project as they wish. The decision of how to approach each project rests with the lead firm. Proposals should specify the “core team” for each contractor, including the lead firm and any subcontractors that will be used frequently. Contractors should clearly specify the composition of this “core team.” Following selection of firms and their subcontractors, the addition of subcontractors not named in the original RFP – for example, subcontractors who specialize in specific topics or geographical areas – will be permitted on future projects.

As a second part of the response to this RFP, contractors must include proposals that address at least two of the three specific projects. Scopes for these projects are included as an Appendix

attachment to this RFP. Contractors must submit a proposal for at least two of these projects, but are not required to submit proposals for all three. However, contractors should recognize that responding to the specific projects gives CMAP additional information about their firm's and their subcontractor's qualifications and approach, which can help to strengthen their overall proposal. The projects are:

- Appendix A, Specific Project A: Kedzie Avenue Corridor plan
- Appendix B, Specific Project B: Prospect Heights comprehensive plan
- Appendix C, Specific Project C: South Elgin bicycle plan

These projects are representative of the types of projects that will be relevant to this RFP, but they are not just samples – they are actual projects that CMAP wishes to pursue. As mentioned earlier, the use of different subcontractors for each different project is acceptable and may be necessary for contractors to undertake all three specific projects. Specialized subcontractors are not necessarily required to be part of the “core team” – so each project may contain different subcontractors, even if the “core team” remains the same.

The inclusion of specific project proposals allows CMAP to review project-specific approaches and costs, in addition to the more abstract general process narrative, description of relevant experience, and hourly costs associated with the prequalification process. This will allow a more informed selection process; it may also help contractors to understand the types of projects that CMAP expects to assign to its prequalified contractors list.

This RFP will be used to both select contractors for inclusion on the prequalified list and identify contractors to pursue each of these three specific projects. The selection process will occur in two stages. First, CMAP will select several contractors for inclusion on its prequalified list, and receive Board approval of this list on June 12. Second, CMAP will select from its prequalified list of contractors for the three specific projects. Prequalified contractors will not need to submit any additional information as part of this second stage of this RFP for the three specific projects, though they may be asked to participate in interviews with CMAP and the local sponsors of the three specific projects. The selection process for future projects is described in the following section. (The three specific projects in this RFP follow the same basic process, but will already have completed steps 1-4 through responding to this RFP.)

### **Description of Process for Contracting with Prequalified Firms for Individual Projects**

*Please note that all of the information in this subsection is for the information of contractors concerning actions that will occur after the prequalified list is developed.*

Being placed on the prequalified list does not guarantee a certain number of local projects to the contractor. Rather, contractors will be selected to work on each local project through a competitive process among the prequalified contractors that are interested in that project. Step by step, the process is:

1. CMAP will identify a local project – a comprehensive plan, corridor plan, subarea plan, or revision to zoning or other development regulations – that is appropriate for consultant assistance.
2. CMAP, in partnership with the sponsor community, will develop a scope of work for a local project.
3. CMAP will release the scope of work to the prequalified contractors and allow three weeks for a response.
4. Contractors will respond by providing CMAP with an electronic proposal that includes a project approach and estimated cost. Rates and personnel for the lead firm should be consistent with rates submitted in the response to this RFP. Rates and personnel for the contractor (including the lead firm and any subcontractors), will be from the rates submitted in the response to this RFP.
5. CMAP and the community will review and evaluate responses. Interviews may or may not be conducted with responding contractors, at CMAP's and the community's discretion.

6. CMAP and the community will jointly select a contractor to undertake the project. Upon selection, all contractors will be notified of the decision and CMAP will issue a Project Authorization Order (PAO) to initiate the project with the selected firm. PAO is CMAP's task order agreement form name.

CMAP requests that the "core team" of lead firm and any subcontractors that will be used to address the various types of projects CMAP anticipates throughout the year are identified in the original proposal. Following selection of firms and their subcontractors, the addition of specialized subcontractors not named in the original RFP will be permitted for future projects.

CMAP reserves the right to conduct a fully competitive RFP process rather than using its prequalified firm list for any project, at CMAP's discretion. A full RFP process will likely be used for projects that include certain elements that are outside the direct experience of the prequalified firms, or that are not among the project types listed earlier. Prequalified firms may still submit competitive bids in the full RFP process.

### **General Information**

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected contractors it determines can best meet the requirements outlined below. Negotiations will be held as necessary to select the contractor that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

Subject to "Reservation of Rights" below, it is anticipated that contracts with several organizations or firms will be awarded for the work described. It is anticipated that the term of the contract(s) awarded will be for a period ending in FY 15 (which concludes in June 2015).

## **SECTION 2: Scope of Project and Procurement Details**

This RFP will lead to several contracting decisions by CMAP. First, it will lead to the creation of a list of prequalified contractors to provide consulting assistance to CMAP on local projects. Second, it will lead to the selection of contractors to assist with three specific projects.

### **Scope of Services – Response to Prequalification**

This RFP seeks to create a list of prequalified firms to provide consulting assistance to CMAP on local planning projects. Relevant projects include the preparation of:

- Comprehensive plans
- Multijurisdictional corridor plans and studies
- Subarea plans (covering a small area within a community)
- Revisions to zoning ordinances, subdivision regulations, design guidelines, and similar regulations and guidelines
- Transportation and mobility plans
- Similar planning projects

Contractors should demonstrate their ability to prepare the types of planning documents described above. In their proposal, each contractor should:

- Provide a narrative describing the contractor's general approach to the types of projects covered by this RFP. Identify the role of any subcontractors that are part of the contractor's "core team".
- Demonstrate experience in the planning process steps including data collection and analysis, development of recommendations, and implementation. Provide particular detail regarding public engagement experience.

- Demonstrate expertise in the topical issues typically covered in the above types of projects, such as demographics, land use, housing, economic development, transportation, and the natural environment.
- Demonstrate knowledge of the principles of GO TO 2040 and how these can be applied in local plans. Because each local plan is meant to advance the implementation of GO TO 2040, the prequalified contractor should have a thorough understanding of what the regional plan recommends.
- Identify key staff, describe their experience and qualifications to conduct the work described in this RFP, and provide hourly rates for each individual.

**Scope of Services – Responses to Three Specific Projects**

As part of their response to this RFP, contractors may include proposals to address three specific projects. Scopes for these projects are included as an Appendix attachment to this RFP. Contractors must submit proposals for at least two projects. Responding to all three is at the contractor’s discretion. The projects are:

- Appendix A, Specific Project A: Kedzie Avenue Corridor plan
- Appendix B, Specific Project B: Prospect Heights comprehensive plan
- Appendix C, Specific Project C: South Elgin bicycle plan

Please see the three project scopes in the Appendix attachment for more specific details of what should be included in the scope of work. In general, contractors are asked to produce certain deliverables for each project, and to conduct a public and stakeholder engagement process. In their response to each project, the contractor should:

- Discuss the expected deliverables of each project, demonstrating knowledge of the elements to be included in each deliverable.
- Provide a narrative describing the process that will be used to produce the identified deliverables. Contractors should specify their approach as it relates to technical analysis, stakeholder and public engagement, and interaction with CMAP and the project sponsor.
- If any specialized subcontractors have been added for this project, please clearly describe their role and the expertise that they add.
- Provide at least two examples of similar work that the contractor has completed. Specify the client, the date prepared, and the approximate cost for each example.
- Estimate cost for the project. Specify number of hours, hourly rates, and any other expenses in the estimation of cost for both the lead firm and subcontractors.

**Selection Process and Schedule**

March 26:	Post RFP
April 2:	Non-mandatory informational session held at CMAP for interested contractors
April 30:	Submissions due
May 13-17:	Interview finalists
June 12:	Recommendation of prequalified contractors for approval by CMAP Board
June-July:	Contracts written and executed with prequalified contractors
July and beyond:	Selection of contractors to pursue the three specific projects identified in this RFP

The selection of contractors to undertake future individual projects will follow the signing of contracts with the prequalified contractors, and will occur throughout CMAP’s FY14 and will be on a task order (PAO) basis. It is anticipated that all planning projects proposed under this RFP will be contracted during FY14; however, most projects will not be completed until sometime in FY 15.

## **Proposal Evaluation**

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

1. The demonstrated record of experience of the firm(s) as well as identified staff in providing the professional services identified in this RFP.
2. The demonstrated ability of the contractor to meet CMAP's standards – in terms of expertise in relevant topical areas, familiarity with GO TO 2040, and ability to conduct effective public engagement and technical planning work.
3. The quality of the narratives describing the contractor's general approach to planning projects, as well as the approach and deliverables for the three specific projects.
4. The quality and relevance of the examples of similar work for the three specific projects.
5. The reputation of the firm or organization based on references.
6. Cost to CMAP, including consideration of overall project costs and per-hour costs.

All timely 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 the other factors based upon the professional judgment of those involved in the evaluation. An in-house CMAP committee will make the prequalification selection decision; the project sponsors will be involved in selecting contractors for the three specific projects.

As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held as necessary to select the contractor that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. It is anticipated that any contract issued as a result of this RFP will be on a task order basis.

## **SECTION 3: Submittal Requirements**

**Proposals must be received at CMAP on or before 3:00 p.m., April 30, 2013.**

Submissions should be submitted in the order presented:

1. A general description of the structure, experience, services and staff of the contractor. If the contractor is a multi-firm team, this should be included for each firm that is part of the "core team".
2. A description of the contractor's expertise in the topical issues that will be addressed in the local planning projects, as well as demonstration of the contractor's familiarity with the recommendations of GO TO 2040.
3. A narrative describing the general approach that the contractor would take to complete relevant planning projects. Describe the process to complete technical analysis, public engagement, development of recommendations, and implementation.
4. For each of the three specific projects that the contractor is responding to, individually submit by project name:
  - Identification of key staff, their qualifications and experience, and their roles in the project. Clearly indicate the role of any specialized subcontractors that have been added for this project.
  - A narrative describing the general approach that the firm would take to complete the tasks outlined in the Scope of Services for each specific project, including

- technical analysis, involvement of stakeholders, engagement of the public, and interaction with CMAP and the project sponsor.
- Descriptions of the deliverables that the firm expects to be produced for this project. These should build on the descriptions already provided in the Scope of Services for each project.
  - At least two examples of similar projects. Specify the client, the date prepared, and the cost for each example that is supplied.
  - Descriptions of the structure, experience, services, and staff of any subcontractors that were involved in this project.
5. At least three references, including individual contact name, name of company and phone number, that CMAP staff may contact regarding the contractor's qualifications to undertake this project.
  6. Cost Proposal: The "Price Proposal Form," Attachment 1, must be completed with all proposed pricing included for the prequalified scope of work. This is in addition to the three specific costs that are submitted for each of the three specific projects (so the contractor will be submitting a total of four versions of Attachment 1 if they pursue all three specific projects).
  7. The respondent shall also sign and submit the "Certificate Regarding Workers' Compensation Insurance", Attachment 2, and the "Information to be Provided by Bidder", Attachment 3.

#### **Submission of Proposals**

Four (4) paper copies of all proposals as well as one (1) electronic version in PDF format on CD ROM must be submitted no later than 3:00 p.m., April 30, 2013. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of RFP by fax or e-mail is not acceptable. Submissions may be delivered to CMAP in person or sent (by U.S. Postal Service or other reliable means) to the following address:

Chicago Metropolitan Agency for Planning  
Attn: Grant/Contract Officer  
Response to RFP No.102  
233 S. Wacker Drive, Suite 800  
Chicago, IL 60606

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened.

Questions may be referred to Margaret McGrath, (312) 386-8788 or Email: [mmcgrath@cmapp.illinois.gov](mailto:mmcgrath@cmapp.illinois.gov).



## SECTION 4: Contractual Agreement and Rights

### Contractual Agreement

The contract CMAP anticipates awarding as a result of this RFP and subsequent rate submissions and negotiations, if any, will indicate the service requirements, time periods involved and applicable hourly rates. In addition, it will include the General Provisions, Section 5 hereto, and Special Provisions, Section 6 hereto, which will apply to the contract.

### Reservation of Rights

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

- a. Withdraw this RFP at any time without prior notice.
- b. Accept or reject any and all submissions, or any item or part thereof
- c. Postpone qualifications due date.
- d. Not award a contract to any submitter responding to this RFP.
- e. Award a contract without negotiations or discussions.

Contractors 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 Contractor shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

## SECTION 5: General Provisions

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation:

### 1. Complete Agreement.

- a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b. Order of Precedence: Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the executed contract, including its exhibits; (2) the provisions of the RFP on which the contract is based including any and all Addendums; (3) the proposal submitted to CMAP by the Contractor in response to said RFP; and (4) any other documents cited or incorporated herein by reference.
- c. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by 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 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 particular 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.
2. Chicago Metropolitan Agency for Planning Designee. 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.
3. 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.
4. Reports and Methods of Payment.
- a. Based on services performed, Contractor may submit invoices as frequently as once a month. CMAP is committed to reducing paper use and has established an electronic invoicing system. All invoices are to be submitted through email to:  
  

[accounting@cmapp.illinois.gov](mailto:accounting@cmapp.illinois.gov)
  - 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.

- c. 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.

5. Audit and Access to Records.

- a. The Contractor and its subcontracts 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:
  - (1) 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.
  - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- b. The Contractor shall include in all subcontracts, if any, under this Agreement a provision that CMAP will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractor involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
  - (1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

6. 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 11 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 Circular A-87 in effect on the date first above written.

7. Termination.

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure (hereinafter termed "Termination by Default") by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be affected unless the other party is given (i) not less than seven (7) calendar days written notice (delivered by certified mail, return

receipt requested) of intent to Termination by Default, and (ii) an opportunity for consultation with the terminating party prior to Termination by Default.

- b. This Agreement may be terminated in whole or in part in writing by CMAP for its convenience (hereinafter termed "Termination for Convenience"), provided that the Contractor is given not less than seven (7) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
  - c. If Termination by Default is effected by CMAP, an equitable adjustment in the price provided for in this Agreement shall be made, but (i) no amount shall be allowed for anticipated profit on unperformed services or other work, and (ii) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to CMAP by reason of the Contractor's default. If Termination by Default is effected by the Contractor, or if Termination for Convenience is effected by CMAP, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Contractor for services rendered and expenses incurred prior to termination, in addition CMAP may include cost reasonably incurred by the Contractor relating to commitments which had become firm prior to termination.
  - d. Upon notice of termination action pursuant to paragraphs (a) or (b) of this clause, the Contractor shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to CMAP all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
  - e. Upon termination pursuant to paragraphs (a) or (b) of this clause, CMAP may take over the work and prosecute the same to completion by agreement with another party otherwise.
  - f. In the event the Contractor must terminate this Agreement due to circumstances beyond its control, the termination shall be deemed to have been effected for the convenience of CMAP. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph c of this clause.
8. 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.
9. Equal Employment Opportunity. The Contractor will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60). In connection with the execution of this Agreement, the Contractor shall not discriminate against any employee or an applicant for employment because of race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. The Contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, ancestry, or physical or mental handicap unrelated to ability. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The Contractor shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that

such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. Small and Minority Business Enterprise. In connection with the performance of this Agreement the Contractor will cooperate with CMAP in meeting its commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.
11. 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.
12. Prohibited Interest.
  - a. 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.
  - b. 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.
  - c. 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.
13. Patents and Copyright Responsibility.
  - a. The Contractor agrees that any material or design specified by the Contractor or supplied by the Contractor pursuant to this Agreement shall not infringe any patent or copyright and the Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used by the Contractor.
  - b. If any claim is brought against CMAP by third parties for alleged infringement of third-party patent and copyright and intellectual rights, which claim is caused by breach of the Contractor's promise as contained in paragraph a of this clause, the Contractor shall save harmless and indemnify CMAP from all loss, damage or expense (including attorney's fees) due to defending CMAP from such claim.
  - c. 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.

14. 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.

15. Subcontracts.

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

16. Conflict of Interest. In order to avoid any potential conflict or 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.

17. Ownership of Documents/Title of Work. All documents, data and records produced by the Contractor in carrying out the Contractor's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of CMAP. CMAP shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Contractor. All documents, data and records utilized in performing research shall be available for examination by CMAP upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP, be appropriately arranged, indexed and delivered to CMAP by the Contractor.

18. Software. All software, related computer programs, and source code produced and developed by the Contractor (or authorized contractor or subcontractor thereof) in carrying out the Contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both CMAP and the Contractor. CMAP shall be free to sell, give, offer or otherwise provide said software and related computer programs to any

other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

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

19. 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.
20. 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>)."
21. 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; 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, beyond the control and is not due to the fault or negligence of the party not performing.
22. Workers' Compensation Insurance. The Contractor and any subcontractors shall, at their own expense, obtain and maintain Workers' Compensation insurance to cover persons employed in connection with services under this agreement. The limits for the Worker's Compensation coverage shall be no less than the statutory limits required by the State of Illinois. A certificate of insurance must be included with this contract.
23. 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, unemployment compensation, workers' compensation insurance and similar matters.
24. Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local 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. The Contractor's failure to comply shall constitute a material breach of this contract.

25. Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
26. Equal Employment Opportunities -- Affirmative Action Sexual Harassment. Contractor must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
27. International Boycott. Contractor certifies that neither Contractor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the 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 (30 ILCS 582).
28. Forced Labor. Contractor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP under this agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

#### **Federally Funded Agreements**

- A. **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. The Contractor agrees that the most recent federal requirements will apply to the project.
- B. **Certification Regarding Lobbying**. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Contractor's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:
  1. No federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
  2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Contractor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
  3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under



grants, loans, and cooperative agreements).

The Contractor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Contractor also understands that any person who fails to file a 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.

- C. **Nondiscrimination Assurance.** As required by 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), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Contractor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI - Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Contractor receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Contractor retains ownership or possession of the project property, whichever is longer, the Contractor assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Contractor assures that it will submit the required information pertaining to its compliance with these requirements.
3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

- D. **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 OMB Circular A 102 Common Rule.
- E. **Cost Principles.** The cost principles of this Agreement are governed by the cost principles found in 49 CFR Part 18.22, and all costs included in this Agreement are allowable under 49 CFR Part 18.22.
- F. **Debarment.** The Contractor shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Contractor certifies that to the best of its knowledge and belief, the Contractor and the Contractor's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Contractor to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Contractor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when CMAP determined whether to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause. The Contractor shall provide immediate written notice to CMAP if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by CMAP. The Contractor agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by CMAP, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Contractor knows the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to, check the Non-procurement List. If the Contractor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, CMAP may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- G. **Single Audit.** The Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Amendments of 1996 (P.L. 104-156) require the following:
1. State or local governments that receive \$500,000 or more a year in federal financial assistance shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133.
  2. State or local governments that receive less than \$500,000 a year shall be exempt from compliance with the Act and other federal requirements.
  3. Nothing in this paragraph exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal Agencies, as provided for in federal law or in Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations."
  4. A copy of the audit report must be submitted to CMAP within 30 days after completion of the audit, but no later than one year after the end of the Contractor's fiscal year.
- H. **Drug Free Workplace.** The Contractor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.
- I. **Disadvantaged Business Enterprise Assurance.** In accordance with 49 CFR 26.13(a), as amended, the Contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Contractor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Contractor's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or CMAP to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.
- J. **Assurance of Nondiscrimination on the Basis of Disability.** As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Contractor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the

benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Contractor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

**K. Procurement Compliance Certification.** The Contractor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The Contractor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

**L. 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."

1. In accordance with Section 5307(c) of SAFETEA-LU, 23 U.S.C. 502 note, 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 authorized by SAFETEA-LU, 23 U.S.C. 502 note.
2. 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 SAFETEA-LU, 23 U.S.C. 502 note, 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.

**M. 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 subagreements.

**N. 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:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. 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;
3. 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;
  4. Will initiate and complete the work within the applicable project time periods;
  5. 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
    - x. Any other nondiscrimination statute(s) that may apply to the project.
  6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
    - xi. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
    - xii. Notification of violating facilities pursuant to Executive Order 11738;
    - xiii. Protection of wetlands pursuant to Executive Order 11990;
    - xiv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
    - xv. 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.*;
    - xvi. 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.*;

- xvii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- xviii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
- xix. 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.

7. Will comply with all other federal statutes applicable to the project, including but not limited to:

- xx. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- xxi. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- xxii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- xxiii. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- xxiv. Executive Order 11593, which relates to identification and protection of historic properties;
- xxv. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
- xxvi. 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;
- xxvii. 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;
- xxviii. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

- O. **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.
- P. **Clean Water** For all contracts and subcontracts exceeding \$100,000, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.
- Q. **Clean Air** For all contracts and subcontracts exceeding \$100,000, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq.
- R. **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.
- S. **Buy America** 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.

- T. **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, 49 U.S.C. Section 5307, 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.
- U. **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.
- V. **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 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 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 CMAP's immunity to suit.
- W. **Fly America** 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.
- X. **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.
- Y. **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.

Z. **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.

AA. **Central Contractor Registration** - Contractor is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores and disseminates business information about the federal government's trading partners in support of the contract award, grants and the electronic payment processes. If the Contractor does not have a CCR number, the Contractor must register at <https://www.bpn.gov/ccr>

As a sub-recipient of federal funds equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

All of the requirements listed in **Federally Funded Agreements**, paragraphs A through AA apply to the federally funded project. The Contractor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

## SECTION 6: Special Provisions

1. Workers' Compensation. The State of Illinois Worker's Compensation Code requires the securing of workers' compensation by all non-state employers. The Submitter shall attest to understanding and complying with the State of Illinois Workers' Compensation Code requirement and submit a completed "Certificate Regarding Workers' Compensation Insurance," Attachment 2 to the RFP. In addition, the Submitter shall provide and maintain a waiver of subrogation endorsement.



**Attachment 1: Price Proposal Form**

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposal (RFP) 102 to provide Consultant Assistance with Local Technical Assistance (LTA) Projects: Prequalification of Firms dated March 26, 2013, the undersigned, as an individual(s) with the authority to bind the Proposer, understands and agrees to the specifications, terms, conditions and provisions of the RFP and prices proposed below unless otherwise modified by mutual agreement of the parties. It is also agreed that the proposal submitted in response to the RFP is valid for ninety (90) calendar days from the proposal due date.

Please enter pricing into the following matrixes. Both Prequalified Contractor List Project Scope of Work hourly rates as well as the Specific Project Scope of Work total costs **must be completed in full**.

Please provide additional specifics where possible. Rates for all staff that may work on future projects, including subcontractors, must be included in the prequalified contractor list matrix. If price structure is variable by which of the firm's employees are assigned, specify the employee billing level and the cost per hour for this level. Provide a separate complete matrix for each of the three specific project scopes of work. All costs must be included.

Attach additional sheets if necessary. For ease of entry, feel free to copy and paste the tables into an Excel spreadsheet; insert lines as necessary.

**Prequalified Contractor List Project Scope of Work**

**Primary Firm**

	Current Staff Names	Staff Titles	Hourly Rates
Staff 1			
Staff 2			
Staff 3			
Staff 4			

**Subcontractors**

	Firm Name	Staff Titles	Hourly Rates
Staff 1			
Staff 2			
Staff 3			
Staff 4			

Acknowledgement of Receipt of Addenda if any:  
(If none received, write "NONE.")

Addendum Number Date Received

\_\_\_\_\_  
\_\_\_\_\_

If awarded a contract, the undersigned hereby agrees to sign the contract and to furnish the necessary certificates if any.

Proposer's Authorized Signatory (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

**RFP 102  
Specific Project A  
Kedzie Avenue Corridor Plan**

**Primary Firm (please repeat name)** \_\_\_\_\_

	Hourly Rates	Number of Hours	Total Cost
Staff 1			
Staff 2			
Staff 3			
Staff 4			
Travel and other fixed expenses (please describe)			
<b>TOTAL</b>			

**Subcontractor (please enter name)** \_\_\_\_\_

	Hourly Rates	Number of Hours	Total Cost
Staff 1			
Staff 2			
Staff 3			
Staff 4			
Travel and other fixed expenses (please describe)			
<b>TOTAL</b>			

**Subcontractor (please enter name)** \_\_\_\_\_

	Hourly Rates	Number of Hours	Total Cost
Staff 1			
Staff 2			
Staff 3			
Staff 4			
Travel and other fixed expenses (please describe)			
<b>TOTAL</b>			

**Project Total** \_\_\_\_\_

**RFP 102  
Specific Project B  
Prospect Heights Comprehensive Plan**

**Primary Firm (please repeat name)** \_\_\_\_\_

	Hourly Rates	Number of Hours	Total Cost
Staff 1			
Staff 2			
Staff 3			
Staff 4			
Travel and other fixed expenses (please describe)			
<b>TOTAL</b>			

**Subcontractor (please enter name)** \_\_\_\_\_

	Hourly Rates	Number of Hours	Total Cost
Staff 1			
Staff 2			
Staff 3			
Staff 4			
Travel and other fixed expenses (please describe)			
<b>TOTAL</b>			

**Subcontractor (please enter name)** \_\_\_\_\_

	Hourly Rates	Number of Hours	Total Cost
Staff 1			
Staff 2			
Staff 3			
Staff 4			
Travel and other fixed expenses (please describe)			
<b>TOTAL</b>			

**Project Total** \_\_\_\_\_

**RFP 102  
Specific Project C  
South Elgin Bicycle Plan**

**Primary Firm (please repeat name)** \_\_\_\_\_

	Hourly Rates	Number of Hours	Total Cost
Staff 1			
Staff 2			
Staff 3			
Staff 4			
Travel and other fixed expenses (please describe)			
<b>TOTAL</b>			

**Subcontractor (please enter name)** \_\_\_\_\_

	Hourly Rates	Number of Hours	Total Cost
Staff 1			
Staff 2			
Staff 3			
Staff 4			
Travel and other fixed expenses (please describe)			
<b>TOTAL</b>			

**Subcontractor (please enter name)** \_\_\_\_\_

	Hourly Rates	Number of Hours	Total Cost
Staff 1			
Staff 2			
Staff 3			
Staff 4			
Travel and other fixed expenses (please describe)			
<b>TOTAL</b>			

**Project Total** \_\_\_\_\_

**Attachment 2: Certificate Regarding Workers' Compensation Insurance**

Certificate Regarding Workers' Compensation Insurance

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

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

Bidder/Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Name and Title \_\_\_\_\_

Date \_\_\_\_\_

**Attachment 3: Information to be provided by Bidder**

The Bidder is required to supply the following information (if necessary, attach additional sheets):

Firm Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Business Address:

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Years of Experience: \_\_\_\_\_

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture; Etc.: \_\_\_\_\_

Organized under the laws of state of: \_\_\_\_\_

Business License No.: \_\_\_\_\_ Business License Expiration Date: \_\_\_\_\_

List names and addresses of owners of the firm or names and titles of officers of the corporation:

\_\_\_\_\_

\_\_\_\_\_

Client list of services rendered currently and/or in the recent past:

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

Credit References (Include contact person's name, address, and telephone number for at least three references, one of which must be the Bidder's bank):

a. \_\_\_\_\_  
\_\_\_\_\_

b. \_\_\_\_\_  
\_\_\_\_\_

c. \_\_\_\_\_  
\_\_\_\_\_

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.

## RFP 102 Appendix A

### SPECIFIC PROJECT A

#### KEDIZE AVENUE CORRIDOR PLAN

The Kedzie Avenue Corridor serving Garfield Park has been significantly affected by declining population, extensive foreclosures, and underperforming retail. At the same time, the neighborhood has a variety of uses and assets, including the iconic Garfield Park Conservatory, the innovative Inspiration Kitchen, various businesses and community services, schools, religious institutions, parks, recreational and vocational facilities, diverse housing and a growing arts community. While there are boundless opportunities in Garfield Park, the community endures its share of issues relating to walkability, public safety, youth development, business viability, employment, and housing. It is the intent of the Kedzie Avenue Corridor plan to maintain this dense, mixed use neighborhood by attracting new businesses, supporting existing businesses, creating job opportunities, stabilizing the housing stock, enhancing transit access, and creating safe spaces for youth and families to seek positive outlets for recreation, culture, education, and social interaction.

The Kedzie Avenue Corridor plan will focus on formulating strategies that create a safer, more attractive neighborhood that provides greater mobility to residents and visitors to access the CTA rail and bus facilities, businesses, schools, parks, and other assets within and around Garfield Park. The primary focus will be the existing CTA transit facilities serving the Kedzie Avenue corridor, including the Kedzie Green Line Station, the #52 Kedzie/California Bus and the #20 Madison Bus, with additional consideration of strategies for pedestrian and bicycle facilities, local roads, and the surrounding streetscape. In addition, the plan will develop redevelopment strategies that intend to transform vacant and underutilized properties along the corridor into opportunities that create safer, more attractive spaces for residents, visitors, business and property owners, prospective new businesses, and community investment.

The project study area includes the Kedzie Avenue corridor stretching from the Metra Union Pacific West Line on the north to I-290 to the south, as well as Homan Avenue on the west and Sacramento Avenue on the east. The CTA Green Line intersects the corridor at the Kedzie Station and the CTA Blue Line at I 290. The study area also includes the following CTA bus lines: #20 Madison; #126 Jackson; #82 Kimball/Homan; and #7 Harrison.

The Kedzie Avenue Corridor plan will closely relate to the [East Garfield Park Quality-of-Life Plan](#), which was completed in 2005 as part of LISC/Chicago's New Communities Program (NCP). The NCP program focused on creating quality-of-life neighborhood plans for 14 communities on Chicago's South and West Sides, including Garfield Park. The strategies outlined in the East Garfield Park Quality-of-Life Plan focus on community development, community activism, land use, quality housing, revitalized business districts, academic programs, artistic expression, holistic health and well-being, and youth engagement. The Kedzie Avenue Corridor plan will also work closely with plans recently adopted by the Chicago Plan Commission, including the [Station Area Typology](#) report which discusses development types that are appropriate to a variety of CTA stations.

#### **Project Description**

The goals of the Kedzie Avenue Corridor plan are to:

- Goal 1: Increase ridership for the CTA and Metra transit facilities, including the CTA #52 and #20 bus routes, by increasing the residential density and number of businesses of the nearby properties, improving visibility of the stations/bus stops, and overall enhancement of the retail/commercial corridor.
- Goal 2: Enhance the walkability/bikeability of the Kedzie Avenue corridor.
- Goal 3: Expand economic development opportunities by improving the redevelopment potential along the Kedzie Avenue corridor.

- Goal 4: Improve public safety by creating an attractive, well lit, and welcoming environment along the Kedzie Avenue corridor.
- Goal 5: Develop a greater focus on improved public health by providing improved access to an interconnected trail/sidewalk system and diverse food options.
- Goal 6: Create better interrelationships between CTA transit facilities and neighborhood assets, including the Garfield Park Conservatory and programming at the Garfield Park Field House, to enhance the neighborhood as a major activity center with constructive activities for youth.

The contract for this project is expected to be approximately twelve months in length, beginning in July 2013 and concluding in June 2014.

### **Scope of Services**

Contractors should provide a proposal that generally follows the proposed scope of work below. However, contractors should propose unique project scopes that represent the capacity and strengths of their teams.

The selected contractor will be contracted by CMAP, but is expected to interact frequently with representatives of the City and the neighborhood through a Steering Committee. The Steering Committee, which should be comprised of representatives from the key project participants and organizations, should review interim deliverables, share information with constituents, provide feedback, and make recommendations that require action to proceed with successive steps in the planning process. With the Garfield Park Community Council as a key partner to the City of Chicago, other potential participants in the planning process should include, but not be limited to, the RTA, CTA, CDOT, City of Chicago, local aldermen, Garfield Park Alliance, Garfield Park Conservatory, Chicago Police Department, Breakthrough Urban Ministries, and other local organizations. This planning process should entail a comprehensive public engagement process to ensure broad participation of all interested stakeholders.

#### Task 1: Project Initiation

A Project Initiation meeting should be scheduled to provide the opportunity for the project consultant to meet with the Steering Committee, particularly to complete the following tasks: review project objectives; confirm the scope of services and project schedule; obtain community data and existing reports relevant to the project; and review the roles and responsibilities of the committee, project consultant, and any other major project participants.

#### Task 2: Community Outreach

The Community Outreach task is distinct in that it should be carried out throughout the entire project. In particular, this task should ensure the findings and recommendations from the other tasks are presented to the public in an interactive manner to inform and seek consensus on the vision for the plan. To ensure that the final plan has a broad level of support and understanding, a public participation process should be designed to involve residents and community stakeholders in crafting a plan that respects the market and functional transportation needs of the area while presenting a vision for the study area that is responsive to the existing character and desires of the neighborhood. The Community Outreach process should include public outreach activities such as community workshops, open houses, and focus groups/interviews.

#### Task 3: Existing Conditions Assessment

The Existing Conditions Assessment should be comprised of a reconnaissance survey of the study area, evaluating the existing physical, economic, land use, transportation, and environmental conditions that characterize the study area and the surrounding environs. This assessment should help identify a variety of elements that should be addressed in the plan, including: potential redevelopment and transit opportunities; streetscape and other urban design enhancements; infrastructure improvements; site and parking configurations; and preservation/conservation opportunities. To supplement field-collected data, the Existing Conditions Assessment should also include review of existing reports that are relevant to the



project and focus groups/interviews intended to evaluate the community's perspectives of the study area and its potential for transit oriented development, in accordance with City of Chicago adopted plans.

#### Task 4: Market Assessment

In addition to an Existing Conditions Assessment, a Market Assessment should be conducted to evaluate the economic and community development opportunities within the study area, particularly as they relate to existing and anticipated market conditions. The Market Assessment should assess the market for potential residential, retail, office space, entertainment and recreation venues, and civic functions. Although the Market Assessment should focus on the study area, market conditions should be evaluated for adjacent neighborhoods to provide a basis of comparison and an understanding of how the study area fits in the broader scope of the West Side of Chicago.

#### Task 5: Land Use & Development Concept Plans

Land Use & Development Concept Plans for the study area should be prepared, based on findings from the Existing Conditions Assessment, Market Assessment, and input from the Steering Committee and general public. At least two alternative Concept Plans should be developed to explore different options for the study area. In addition to outlining the physical planning aspects of the study area, the Concept Plans should also evaluate improvements for transportation, transit, utilities, roadways, and intersections. The Concept Plans should build upon a Framework Plan, which should define the land planning, infrastructure, and transportation principles that form the organizational structure to guide future development for the study area.

A meeting with CMAP's senior management will also be scheduled around the midpoint of the project – most likely during this phase – to discuss the directions and expected recommendations of the plan.

#### Task 6: Design Guidelines

The Design Guidelines that support the preferred Land Use & Development Concept Plan should foster a welcoming, attractive, and energetic multimodal environment for the for the study area. With transit as the focal point, the study area should be designed as a pedestrian- and bicycle-friendly district built upon design patterns and forms that reflect the unique character of the neighborhood. Therefore, recommended building, streetscape, and landscape treatments should reference the neighborhood's local architecture and common design themes.

#### Task 7: Implementation Strategies

To ensure the community will take a proactive approach to putting the preferred Land Use & Development Concept Plan into action, a series of implementation strategies should be prepared, taking careful consideration of elements such as site control and acquisition, remediation, relocation and/or demolition of existing structures, phasing, cost estimates, potential partnerships, and application of appropriate funding techniques. Phasing will be dependent on the identification and collaboration with appropriate partners, particularly the RTA, CTA, CDOT, and the City of Chicago as well as property owners.

#### Task 8: Preparation of Final Plan

All previously recommended plans, revisions and other pertinent information should be synthesized into the final Master Plan document for formal review and approval by the Steering Committee, and submittal for comment by the RTA and CTA, City of Chicago boards and commissions, and other local organizations or agencies.

### **Proposal Contents**

Contractors should demonstrate their ability to conduct the work described above. In their proposal, each contractor should:

1. Identify the consultant team that will be involved in this project. Clearly identify the project manager, and specify the role of subcontractors. Each individual with significant

- time on the project should be identified and their role defined, whether they work for the lead firm or a subcontractor.
2. Provide a narrative describing the process that will be used to prepare the Kedzie Avenue Corridor plan. Contractors should also include a specific timetable with their narrative demonstrating how the project will be completed by the ending date listed in the proposal. Contractors should specify their approach as it relates to conducting the technical analysis necessary to produce the deliverables, engaging the public and other stakeholders, and interacting with CMAP and the City on the management and oversight of the project.
  3. Expand further on the likely contents and format of the deliverables described in the Scope of Services. Contractors should demonstrate extensive knowledge of the elements that are expected to be included in each deliverable. Contractors should also demonstrate familiarity with relevant topical issues, including any relevant principles or recommendations from GO TO 2040.
  4. Provide at least two examples of similar work that the contractor has completed. Specify the client, the date prepared, and the approximate cost for each example. Provide references for each project including individual contact name and phone number.
  5. Estimate cost for this project. Specify number of hours, hourly rates for relevant staff, and any other expenses in the estimation of cost.

## RFP 102 Appendix B

### SPECIFIC PROJECT B

#### PROSPECT HEIGHTS COMPREHENSIVE PLAN

The City of Prospect Heights, in partnership with CMAP, wishes to pursue the development of a Comprehensive Plan. Prospect Heights is located in northern Cook County, just west of the Tri-State Tollway (I-294) and east of Route 53. It borders Mount Prospect to south, Arlington Heights to the west, Wheeling to the north, and Cook County Forest Preserve to the east. The City is served by Metra's North Central Service Line, with a station located on the east side of Wolf Road. The Chicago Executive Airport, owned jointly by Prospect Heights and the Village of Wheeling, is located in the northeastern section of the City. Milwaukee Avenue, Rand Road and Elmhurst Road (Route 83) are major regional arterials that run through Prospect Heights. Palatine Road and Euclid Avenue are other arterials that form part of the City's transportation network. Rand Road is a major commercial corridor and the Rand Hurst Shopping Center is located on the south side of Euclid Avenue, just beyond the City's border with Mount Prospect.

The City's existing comprehensive plan ([Prospect Heights Comprehensive Land Use Plan](#)) was last updated in 1996 and is no longer considered an effective tool for guiding future growth. It does not address significant changes in zoning over the past several years and does not include the Chicago Executive Airport, which the City considers, "an untapped resource." The City is greatly concerned about a deficient sidewalk network which it believes severely restricts the pedestrian environment and constrains the City's objective of a walkable community. Prospect Height would like to make its Metra station more attractive and easier to access for non-motorized traffic. Additionally, the City would like to develop the "Arena Land" parcel on Palatine Road. The land is owned by the City and was held in reserve as a potential site for the facility which became the Sears Centre in Hoffman Estates.

Prospect Heights has been active in flood management planning and related activities. In an effort to reduce adverse impacts associated with recurring flooding problems along Milwaukee Avenue and River Road, Prospect Heights has worked closely with neighboring municipalities, the US Army Corps of Engineers, the Forest Preserve District of Cook County, and the Illinois Department of Natural Resources to secure funding and build Levee 37. When completed sometime in early 2014, the project will alleviate flooding, bring relief to nearby residences and businesses, and ensure that Milwaukee Avenue will no longer be shut down during periods of heavy rain. During a 24-hour period in July of 2011, the City received over 6 inches of rain. Several drainage studies were conducted in response to that rain event ([Drainage Studies](#)). The City also engaged in planning for an expansion of the City's existing water system. The 2007 Water System Master Plan ([Prospect Heights Water System Master Plan](#)) explored ways to provide Lake Michigan water to areas in Prospect Heights City currently served by either private water wells or other Lake Michigan water providers. Please note that while this is a significant project for the City, the contractor for the comprehensive plan is not expected to conduct additional planning for water issues beyond the work that is already occurred, but should coordinate with these past and ongoing efforts and incorporate their conclusions into the plan.

#### **Project Description**

The goal of this project is to generate a new comprehensive plan to replace the city's outdated plan. It will give elected officials, City staff, citizens and community stakeholders a blueprint for future growth while promoting a healthy, walkable, and sustainable environment in harmony with the principles of GO TO 2040. It will include a multi-modal transportation plan that creates a city-wide sidewalk system, effectively takes advantage of Pace service, and increases ridership on the North Central Service Line from the city's Metra station. It will offer strategies for redevelopment along Rand Road and other areas of the City, and will promote sensible development around the Chicago Executive Airport.

The comprehensive plan should:

- Facilitate creation of a city-wide sidewalk network.
- Include a strategy for improving pedestrian and bicycle access to the City's Metra station and offer a concept for development around the station that includes mixed use.
- Address future development around Chicago Executive Airport.
- Examine redevelopment along Rand Road and the Palwaukee Plaza Shopping Center.
- Explore development scenarios for the "Arena Land" parcel of undeveloped land.
- Coordinate with the Levee 37 project. The contractor is not expected to conduct additional stormwater planning work through this contract, but should coordinate with the ongoing efforts of the City on this issue.
- Review the City's bicycle paths and facilities and offer recommendations for more effective use of bicycle transportation.
- Coordinate with the Northwest Municipal Conference (NWMC) on their current Des Plaines River Corridor Improvement Plan.
- Include an implementation strategy with a timeline for achieving goals.

The contract for this project is expected to be approximately one year in length, beginning in July 2013 and concluding in June 2014.

### **Scope of Services**

This scope of work seeks to prepare a comprehensive plan for the City of Prospect Heights. The selected contractor will work under the direction of CMAP, but is expected to interact frequently with representatives of the City through a steering committee. Contractors should expect the steering committee to meet approximately 6 times over the duration of the project.

Expected project stages and activities are described below. Flexibility is provided to consultants in the specific format and contents of the deliverables that are produced (such as a single existing conditions report versus a series of topic-specific memos). Consultants are encouraged to produce deliverables that best fit the particular needs of Prospect Heights. Consultants should clearly identify their proposed deliverables in the proposal and should clearly tie these to the project activities described below.

Drafts of all formal deliverables should be provided to CMAP and the City at least two weeks before their release to a steering committee or the public.

### **Community and Stakeholder Engagement**

The contractor should include a plan for public engagement in their proposal. Among the potential public engagement activities that should be considered (though not all are required to be included in the proposal) are key person interviews, an interactive website, updates to municipalities and plan commission or board meetings, open houses, and public meetings; consultants are encouraged to propose other innovative public engagement methods as well. Contractors should specify the number of public meetings, open houses, workshops, or other events to be held during the project process. It is understood that firm details concerning the public meetings may not be able to be specified in the proposal, but contractors should specify the number of public meetings that they assumed when putting together their price proposal. At a minimum, there should be at least four public open houses and/or public meetings scheduled during the year-long process; these four meetings include one open house and one public hearing during the approval process.

Prospect Heights is a diverse community with a significant Hispanic and Polish population. The City wants to ensure participation by these groups and requests that public engagement efforts include at least one meeting with interpreters for the Spanish and Polish members of the community.

Contractors should also allow time for coordination with planning activities in other nearby communities. Contractors should be prepared to develop a summary of ongoing and recent planning activities in adjacent communities for inclusion in the existing conditions report (described further below). The proposals should also include time to hold meetings for this purpose. Contractors should specify when during the planning process these meetings would be most useful.

#### Existing Conditions

The contractor should propose an approach to analyze key current conditions in the community. The format of the examination of existing conditions is left up to the contractor; it could be a single document, a series of smaller documents, or other options. However, it should include sufficient background to justify and explain the recommendations that are eventually made.

The analysis of existing conditions should address issues including history and regional context, summaries of previous plans, demographics, economic conditions, land use and zoning, housing, commercial development, transportation, the natural environment, community services and infrastructure, and image and identity. It also should include brief summaries of ongoing and recent planning activities in adjacent communities.

Contractors should specify the format of deliverables in detail (including expected approximate page counts) and discuss the issues that are expected to be covered.

#### Vision and Goals

The contractor should propose an approach to developing a vision, goal, and/or objective statements for this project. These should not contain specific recommendations for action, but should provide general principles to be accomplished through the project. Contractors may propose to develop vision, goal, and/or objective statements as a stand-alone activity or as part of another project activity. Likewise, the vision, goal, and/or objective statements may be a separate deliverable, or included as part of another deliverable; contractors have flexibility to propose a variety of approaches. The format of the deliverable should be clearly specified in the proposal.

#### Key Recommendations

At approximately the midpoint of the project, before the preparation of the draft plan begins in earnest, contractors should be prepared to discuss the plan's expected recommendations. The purpose of this deliverable is to provide Prospect Heights and CMAP with a summary of key recommendations before much time is spent writing them up in detail; if there are significant problems with any elements of the plan, they should surface at this point.

This can be done through preparing a brief memorandum, presentation, or similar document. The deliverable should be provided to City staff for review and comment; it may be appropriate to schedule a steering committee meeting to discuss these recommendations as well. A meeting with CMAP's senior management will also be scheduled around the midpoint of the project to discuss the directions and expected recommendations of the plan. Contractors should clearly specify the format of proposed deliverables.

#### Draft Plan

The contractor should work with City staff, CMAP, and the steering committee to analyze information and data from the existing conditions research, the community engagement process, and the response to the presentation of key recommendations; these elements should be used to develop the draft plan. The exact chapters and content of the plan are not yet certain, and contractors are not expected to provide a full plan outline in their proposal. However, they should give some indication of the types of recommendations that are expected to be made, including topics such as land use, residential and commercial development, transportation, the natural environment, community services and facilities, and community image and identity.

The draft plan should also address implementation, including actions which should be taken in the near future to advance its recommendations. As above, consultants have flexibility in the format and length of the draft plan, but should specify this clearly in the proposal.

#### Final Plan

The contractor should prepare a final plan based on comments made on the draft plan by CMAP, City stakeholders, and others. The final plan will be reviewed by the City's Plan Commission. Ultimately, the City Council will be asked to formally adopt the plan. Contractors should assume that a series of meetings will be necessary, including an initial presentation to the project steering committee, an informational open house, a formal public hearing, and presentations to the Plan Commission and the City Council. (Some of these meetings may be able to occur concurrently; it is likely that the public hearing can occur at the Plan Commission meeting.)

#### **Proposal Contents**

Contractors should demonstrate their ability to conduct the work described above. In their proposal, each contractor should:

1. Identify the consultant team that will be involved in this project. Clearly identify the project manager, and specify the role of subcontractors. Each individual with significant time on the project should be identified and their role defined, whether they work for the lead firm or a subcontractor.
2. Provide a narrative describing the process that will be used to prepare the Prospect Heights comprehensive plan. Contractors should also include a specific timetable with their narrative demonstrating how the project will be completed by the ending date listed in the proposal. Contractors should specify their approach as it relates to conducting the technical analysis necessary to produce the deliverables, engaging the public and other stakeholders, and interacting with CMAP and the City on the management and oversight of the project.
3. Expand further on the likely contents and format of the deliverables described in the Scope of Services. Contractors should demonstrate extensive knowledge of the elements that are expected to be included in each deliverable. Contractors should also demonstrate familiarity with relevant topical issues, including any relevant principles or recommendations from GO TO 2040.
4. Provide at least two examples of similar work that the contractor has completed. Specify the client, the date prepared, and the approximate cost for each example. Provide references for each project including individual contact name and phone number.
5. Estimate cost for this project. Specify number of hours, hourly rates for relevant staff, and any other expenses in the estimation of cost.

**RFP 102 Appendix C**  
**SPECIFIC PROJECT C**  
**SOUTH ELGIN BICYCLE PLAN**

**Project Background**

The Village of South Elgin, in partnership with CMAP, is committed to developing a bicycle and pedestrian plan for the community. South Elgin is located along the Fox River on the eastern edge of Kane County, immediately south of the city of Elgin. It shares boundaries with Bartlett to the east and Elgin to the north but is otherwise surrounded by unincorporated land. Metra service on the Milwaukee District West Line can be accessed through two stations located in Elgin. Randall Road and Route 31 run north-south through the village and are the principle transportation and commercial arteries. Both provide challenges of access and safety to bicyclists and pedestrians. In addition to the Fox River, the Village has several natural and recreational amenities, including the Fox River Trail, the Illinois Prairie Path, and several parks. The Village also abuts the Otter Creek Bend Wetland Park, Kenyon Woods, and John J. Duerr Forest Preserves.

In July 2012, the Village adopted a new comprehensive plan ([2030 Comprehensive Plan](#)), which discussed the role of walking and bicycle facilities in the Village's mobility network. The Village incorporated its [Transit Improvement Plan](#) as an appendix to the 2030 Comprehensive Plan. During the process to develop the comprehensive plan, the Village identified existing bicycle and pedestrian facilities and it became evident that connectivity was a looming issue. It was estimated that one-third of all roadways within the Village had no sidewalks and an additional 13% of roadways had sidewalks on only one side. Furthermore, access to the Village's natural and recreational amenities was found to be limited. Consequently, a principle objective brought forth in the comprehensive plan was for the Village to, "develop a bike and pedestrian plan that includes bike routes, paths, and lanes."

Other action by the Village which may impact this project includes a State Street Bridge Enhancement Plan ([South Elgin State Street Bridge](#)) which was completed in 2012. The Village and has been awarded ITEP funding for completion of this project.

**Project Description**

The goal of this project is to develop a bicycle and pedestrian plan that compliments the 2030 Comprehensive Plan, builds on recommendations in the 2011 Transit Improvement Plan, and is consistent with the principles of GO TO 2040. The overarching goal of the plan is to improve the Village's mobility network by providing bicycle and pedestrian connectivity to neighborhoods and critical Village assets while ensuring public safety.

The bicycle and pedestrian plan should:

- Provide an action plan for achieving objectives stated in the 2030 Comprehensive Plan.
- Include a village-wide sidewalk gap analysis.
- Address pedestrian and bicycle safety and access concerns along the arterial network (e.g. Randall Road and Route 31).
- Design a strategy to maximize access to Pace Route 801, the Village Center, Village Municipal Center, and commercial and industrial areas within the Village.
- Coordinate with the Village's [Village Center Master Plan](#).
- Establish new and improve existing neighborhood bicycle and pedestrian connections to the Fox River Trail, Prairie Path, parks, forest preserves, and other natural amenities.
- Include policy recommendations for walking and bicycle facilities within new developments.

- Offer designs for safe crossings and connections for bike paths and sidewalks at critical intersections and roadways in the Village.
- Coordinate with and seek the input of Kane County Forest Preserve, Kane County Department of Transportation, Community Unit School District 303 and School District U-46.
- Have a strong implementation strategy that includes prioritization of projects and identifies elements that can be quickly and affordably achieved (e.g. signage and street striping).

The contract for this project is expected to be approximately one year in length, beginning in July 2013 and concluding in June 2014.

### **Scope of Services**

This scope of work seeks to prepare a bicycle and pedestrian plan for the Village of South Elgin. The selected contractor will work under the direction of CMAP, but is expected to interact frequently with representatives of the Village through a steering committee. Contractors should expect the steering committee to meet approximately 6 times over the duration of the project.

Expected project stages and activities are described below. Flexibility is provided to consultants in the specific format and contents of the deliverables that are produced (such as a single existing conditions report versus a series of topic-specific memos). Consultants are encouraged to produce deliverables that best fit the particular needs of South Elgin. Consultants should clearly identify their proposed deliverables in the proposal and should clearly tie these to the project activities described below.

Drafts of all formal deliverables should be provided to CMAP and the Village at least two weeks before their release to a steering committee or the public.

### Community and Stakeholder Engagement

The contractor should include a plan for public engagement in their proposal. Among the potential public engagement activities that should be considered (though not all are required to be included in the proposal) are key person interviews; an interactive website; workshops; open houses; a walking tour or bike tour; other types of public meetings; and updates to municipalities and plan commission or board meetings. Consultants are encouraged to propose other innovative public engagement methods as well. Contractors should specify the number of public meetings, open houses, workshops, or other events to be held during the project process. It is understood that firm details concerning the public meetings may not be able to be specified in the proposal, but contractors should specify the number of public meetings that they assumed when putting together their price proposal. At a minimum, there should be at least four public open houses and/or public meetings scheduled during the life of the project; and these four meetings should include one open house and one public hearing during the approval process.

Contractors should also allow time for coordination with planning activities in other nearby communities and should be prepared to develop a summary of ongoing and recent planning activities in adjacent communities for inclusion in the existing conditions report (described further below). The proposals should also include time to hold meetings for this purpose. Contractors should specify when during the planning process these meetings would be most useful.

### Existing Conditions

The contractor should propose an approach to analyze key current conditions in the community. The format of the examination of existing conditions is left up to the contractor; it could be a single document, a series of smaller documents, or other options. However, it should include sufficient background to justify and explain the recommendations that are eventually made.

The analysis of existing conditions should address issues and present relevant information regarding demographics, land use and zoning, the transportation network and associated



facilities, connectivity to local amenities, and the pedestrian and bicycle environment. It also should include brief summaries of ongoing and recent planning activities in adjacent communities.

Contractors should specify the format of deliverables in detail (including expected approximate page counts) and discuss the issues that are expected to be covered.

#### Vision and Goals

The contractor should propose an approach to developing a vision, goal, and/or objective statements for this project. Due to the topical focus of this project on bicycle and pedestrian planning, a full-scale visioning process is not likely to be appropriate, but some statement of what the project is meant to accomplish should be produced.

The vision, goal, and/or objective statements should not contain specific recommendations for action, but should provide general principles to be accomplished through the project. Contractors may propose to develop vision, goal, and/or objective statements as a stand-alone activity or as part of another project activity. Likewise, the vision, goal, and/or objective statements may be a separate deliverable, or included as part of another deliverable; contractors have flexibility to propose a variety of approaches. The format of the deliverable should be clearly specified in the proposal.

#### Key Recommendations

At approximately the midpoint of the project, before the preparation of the draft plan begins in earnest, contractors should be prepared to discuss the plan's expected recommendations. The purpose of this deliverable is to provide South Elgin and CMAP with a summary of key recommendations before much time is spent writing them up in detail; if there are significant problems with any elements of the plan, they should surface at this point.

This can be done through preparing a brief memorandum, presentation, or similar document. The deliverable should be provided to Village staff for review and comment; it may be appropriate to schedule a steering committee meeting to discuss these recommendations as well. A meeting with CMAP's senior management will also be scheduled around the midpoint of the project to discuss the directions and expected recommendations of the plan. Contractors should clearly specify the format of proposed deliverables.

#### Draft Plan

The contractor should work with Village staff, CMAP, and the steering committee to analyze information and data from the existing conditions research, the community engagement process, and the response to the presentation of key recommendations; these elements should be used to develop the draft plan. The exact chapters and content of the plan are not yet certain, and contractors are not expected to provide a full plan outline in their proposal. However, they should give some indication of the types of recommendations that are expected to be made. This may include recommendations in the following areas, as well as others:

- Policy recommendations concerning support for bicycle and pedestrian travel.
- New or revised regulatory or guidance documents, such as zoning ordinance, subdivision regulations, design guidelines, parking requirements, etc.
- Infrastructure investments, both small- and large-scale, building on prior Village initiatives.
- Other programmatic activities, such as support for car-sharing, pricing of publicly-owned parking, or education programs targeted to residents or businesses.

The draft plan should also address implementation, including actions which should be taken in the near future to advance its recommendations. As above, consultants have flexibility in the format and length of the draft plan, but should specify this clearly in the proposal.

#### Final Plan

The contractor should prepare a final plan based on comments made on the draft plan by CMAP, the Village, stakeholders, and others. The final plan will be reviewed by the Planning and Zoning Commission. Ultimately, the Village Board will be asked to formally adopt the plan. Contractors should assume that a series of meetings will be necessary, including an initial presentation to the project steering committee, an informational open house, a formal public hearing, and presentations to the Planning and Zoning Commission and the Village Board. (Some of these meetings may be able to occur concurrently; it is likely that the public hearing can occur at the Planning and Zoning Commission meeting.)

### **Proposal Contents**

Contractors should demonstrate their ability to conduct the work described above. In their proposal, each contractor should:

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2. Provide a narrative describing the process that will be used to produce the South Elgin bicycle plan. Contractors should also include a specific timetable with their narrative demonstrating how the project will be completed by the ending date listed in the proposal. Contractors should specify their approach as it relates to conducting the technical analysis necessary to produce the deliverables, engaging the public and other stakeholders, and interacting with CMAP and the Village on the management and oversight of the plan.
3. Expand further on the likely contents and format of the deliverables described in the Scope of Services. Contractors should demonstrate extensive knowledge of the elements that are expected to be included in each deliverable. Contractors should also demonstrate familiarity with relevant topical issues, including any relevant principles or recommendations from GO TO 2040.
4. Provide at least two examples of similar work that the contractor has completed. Specify the client, the date prepared, and the approximate cost for each example. Provide references for each project including individual contact name and phone number.
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