

REFERENCE AGREEMENT FOR PROFESSIONAL SERVICES

Environmental Justice Policy Community Board Engagement

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF ENVIRONMENT AND

SUSTAINABILITY AND

THE CENTER FOR NEIGHBORHOOD TECHNOLOGY

CONTRACT NO. 2306-05160

PURCHASE ORDER NO.

[Reference Agency Name: Reference Contract #]

CHICAGO METROPOLITAN AGENCY FOR PLANNING

CONTRACT # C-21-0039

NON-FEDERALLY FUNDED CONTRACT

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 7	Electronic Payables Program (“E-Payables”)
Exhibit 8	Economic Disclosure Statement

Attachments

Attachment 1 Chicago Metropolitan Agency for Planning Contract No C-21-0039

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and Center for Neighborhood Technology (CNT) doing business as a 501c3 nonprofit Corporation in the State of Illinois hereinafter referred to as “Consultant.

BACKGROUND

Whereas, the County, pursuant to Section 34-140 (the “Reference Contract Ordinance”) of the Cook County Procurement Code, states: “If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;” and

Whereas, the Chicago Metropolitan Agency for Planning (CMAP) solicited a formal Request for Proposal process for Proposals to Design & Support an Equitable Engagement Program the Consultant was identified as the qualified and best value provider for the services; and

Whereas, CMAP enter into a contract on March 31, 2021 for the provision of services by the Consultant for Center For Neighborhood Technology, a copy of the contract is attached hereto as Attachment 1 for reference purposes only, but the terms of the Center For Neighborhood Technology Contract are not made a part of or incorporated into this Agreement; and

Whereas, the County wishes to leverage the procurement efforts of Chicago Metropolitan Agency for planning ; and

Whereas the County, through the Department of Environment and Sustainability desires certain similar services of the Contractor; and

Whereas, County Offices, Departments, and Agencies may utilize this Agreement for specific contracted procurement efforts; and

Whereas, the Consultant agrees to provide, incorporated as Exhibit 1, Statement of Work; and

Whereas, the Consultant warrants that it is ready, willing and able to deliver these services set forth in Exhibit 1, Statement of Work and Exhibit 2, Schedule of Compensation, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the Chicago Metropolitan Agency for Planning Contract No. C-21-0039.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Subrecipient" shall mean an entity that receives all or a portion of County funds received by the Consultant recipient in order to carry out or participate in a program or project facilitated by the County.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

i) The term **"include"** (in all its forms) means "include, without limitation" unless

the context clearly states otherwise.

- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractors/Supplier/Subconsultant Form
Exhibit 7	Electronic Payables Program (“E-Payables”)
Exhibit 8	Economic Disclosure Statement

d) Order of Precedence

In the event there is a conflict between or among any of the documents specified in subsection (c) Incorporation of Exhibits, the terms of the Professional Services Agreement shall control. This Agreement shall be interpreted and construed based upon the following Order of Precedence. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency between Exhibits:

Exhibit 1	Statement of Work
Exhibit 2	Schedule of Compensation
Exhibit 3	Minority and Women Owned Business Enterprise Commitment
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Identification of Subcontractors/Supplier/Subconsultant Form

Exhibit 7 Electronic Payables Program (“E-Payables”)
Exhibit 8 Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Statement of Work, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 3. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. **"Risk Management Office"** means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on January 1, 2023 ("**Effective Date**") and continue until March 31, 2024, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for two additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance

authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

- (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the

amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of

Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

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.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work

exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the

Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

21. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Deborah Stone
 Department of Environment and Sustainability
 69 West Washington
 Chicago, Illinois 60602
 Attention: Department Director

and

Cook County Chief Procurement Officer
161 North Clark Street, Suite 2300
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: Center for Neighborhood Technology
17 North State, Suite 1400
Chicago, IL 60602
Attention: Ryan Dean, CEO

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Statement of Work

The Center for Neighborhood Technology (CNT) will partner with the Cook County Department of Environment and Sustainability (CCDES) on the creation of a Community Advisory Board for their environmental justice policy and on the implementation of their Equity Fund strategy. The project will seek to engage suburban Cook County-based environmental justice organizations, community leaders, activist and organizers (“subrecipients”), hereafter, referred to as Community Based Organizations (CBOs), to assist with the development of the environmental justice policy. CNT and CCDES will collaborate on the selection of the CBOs. Subrecipients selected are not required to have a 501C3s or not-for profit status.

CNT’s role will include the following tasks:

- Identify and recruit approximately 12 suburban Cook County environmental justice organizations, or organizations whose work touches on environmental justice. Selected organizations will be based in suburban Cook County or whose work touches both suburban Cook County and Chicago.
- Insure that CBOs
 - Attend 4 virtual meetings.
 - Attend 1 in-person meeting, including travel to a single central location.
 - Contribute knowledge and ideas based on their experience with environmental justice.
 - Devote a maximum of 30 hours to these activities.
- Assist in relationship formation between Cook County and the CBOs.
- Solicitation of CBOs to participate will be the responsibility of CNT. Selection of participating CBOs and financial assistance to them will be proposed by the contractor and approved by CCDES prior to notifying prospective participants.
- Lead meeting scheduling and assist with meeting prep and facilitation. The County is expected to host the meetings through its own video meeting accounts, and be the lead presenter at meetings, though CNT will handle introductions and icebreakers to build CBO comfort.
- Provide stipends to the CBOs to support time spent on this project. After receiving approval of participating CBOs, CNT will process program payments to CBOs, disbursing payments on an agreed-upon schedule. CNT will be responsible for all recordkeeping and enforcing program participation rules.
- Prepare a report for the County on the experience of working with CBOs as compensated partners including recommendations on how the County can and continue and scale this practice. This report will provide findings for meeting format, meeting materials, compensation mechanisms, and similar logistical items.
- Review drafts of the County’s environmental justice policy, through the lens of ensuring that CBOs’ perspectives have been incorporated. The primary work on writing and revising the environmental justice policy will be led by County staff.
- Create a list of Best Practices for the County and implementing continuous engagement with stipend distribution.

EXHIBIT 2

Schedule of Compensation

Program Costs	Role	Number of Hours	Rate
Services			
Senior Project Manager	Project Manager and staff lead	100	\$115.00/Hour
Transportation Equity Director	Manage Initial Communication with CBOs, contribute to meeting design, contribute to best practices development	50	\$135/Hour
Finance Operations Director	Lead CBO payments and contribute to best practices development	20	\$150/Hour
Chief Strategy Program Officer	Project Oversight	20	\$185/Hour
Supplies for in person meeting	NA	NA	\$150
Sub-total Services			\$24,950
Payments		Unit Price	Extended Price
12 Community Based Organizations	See Statement of Work	\$3,000	\$36,000.00
Supplies for in person meeting			\$150
Sub-total Payments			\$36,150.00
Total Program Costs			\$61,100.00

Total budget, including CBO payments, CNT staffing, and meeting supplies: \$61,100.00

EXHIBIT 3

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

NICOLE N. MANDEVILLE

DIRECTOR, CONTRACT COMPLIANCE

161 N. Clark – 23rd Floor • Chicago, Illinois 60601 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

TARA STAMPS
1st District

DENNIS DEER
2nd District

BILL LOWRY
3rd District

STANLEY MOORE
4th District

MONICA GORDON
5th District

DONNA MILLER
6th District

ALMA E. ANAYA
7th District

ANTHONY QUEZADA
8th District

MAGGIE TREVOR
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

BRIDGET DEGNEN
12th District

JOSINA MORITA
13th District

SCOTT R. BRITTON
14th District

KEVIN B. MORRISON
15th District

FRANK AGUILAR
16th District

SEAN M. MORRISON
17th District

December 1, 2023

Mr. Raffi Sarrafian
Chief Procurement Officer
161 N. Clark Suite 2300
Chicago, IL 60601

Re: Contract Number: 2306-05160
Environmental Justice Policy Community Board Engagement
Department of Environment and Sustainability
Vendor: Center for Neighborhood Technology
Award Amount: \$61,100
Contract Duration: December 15, 2023- March 30, 2024 plus Two (2) One (1) Year Extension Options
Reference Contract – Professional Services
Participation Goal: 0% MBE and 0% WBE

Dear Mr. Sarrafian:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE, 0% WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jeanetta Cardine
Contract Compliance Deputy Director

JC/db

CC: Hermine Wise, OCPO

Jacqueline Lopez, Department of Environment and Sustainability

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35%	Overall

- B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement are Zero (0).** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.
- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

161 North Clark Street

Suite 2300

Chicago, Illinois 60602

(312) 603-5502

EXHIBIT 4

Evidence of Insurance

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Steven W. Wilcox The Rockwood Company 20 N Wacker Drive, Suite 600 Chicago, IL 60606	CONTACT NAME: Steven Wilcox PHONE (A/C, No, Ext): 312 621-2210 FAX (A/C, No): 312 621-2288 E-MAIL ADDRESS: swilcox@rockwoodco.com														
INSURED Center for Neighborhood Technology 17 N. State Street, Suite 1400 Chicago, IL 60602	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1572 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 485">INSURER A : Alliance of Nonprofits for Insurance</td> <td data-bbox="1433 453 1572 485">10023</td> </tr> <tr> <td data-bbox="816 485 1433 516">INSURER B : Sentinel Insurance Co</td> <td data-bbox="1433 485 1572 516">11000</td> </tr> <tr> <td data-bbox="816 516 1433 548">INSURER C : Capitol Specialty Ins Corp</td> <td data-bbox="1433 516 1572 548">10328</td> </tr> <tr> <td data-bbox="816 548 1433 579">INSURER D :</td> <td data-bbox="1433 548 1572 579"></td> </tr> <tr> <td data-bbox="816 579 1433 611">INSURER E :</td> <td data-bbox="1433 579 1572 611"></td> </tr> <tr> <td data-bbox="816 611 1433 634">INSURER F :</td> <td data-bbox="1433 611 1572 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Alliance of Nonprofits for Insurance	10023	INSURER B : Sentinel Insurance Co	11000	INSURER C : Capitol Specialty Ins Corp	10328	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		2023-46231	12/31/2023	12/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			2023-46231	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			2023-46231-UMB	12/31/2023	12/31/2024	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	83-WEC-BX2630	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Prof. Liability			SGC-0024714	01/01/2023	01/01/2024	\$5MM per claim/agg
A	Valuable Papers			2023-46231	12/31/2023	12/31/2024	\$25,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Environmental Justice Policy Engagement @ Contract # 2306-05160

The County of Cook is included as an Additional Insured on a primary/non-contributory basis under the Insured's General Liability Coverage as respects liability arising out of the Insured's operations. 60 days prior written notice will be provided in the event of substantial change or cancellation of the Insured's coverage.

CERTIFICATE HOLDER**CANCELLATION**

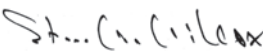
County of Cook Attn: Office of Chief Procurement Officer 118 N. Clark Street Room 1018 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT 5

Board Authorization
(Not Applicable)

EXHIBIT 6

Identification of Subcontractors/Suppliers/Subconsultants

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2306-05160	Date: 10/11/2023
Total Bid or Proposal Amount: \$61,100.00	Contract Title: Environmental Justice Policy Community Board En
Contractor: Center for Neighborhood Technology	Subcontractor/Supplier/ Subconsultant to be NA added or substitute:
Authorized Contact for Contractor: Bob Dean	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Contractor): bobdean@cnt.org	Email Address (Subcontractor):
Company Address 17 N State St, #1400 (Contractor):	Company Address (Subcontractor):
City, State and Zip (Contractor): Chicago, IL 60602	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): 773-269-4035	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates 11/1/2023-3/31/2024 (Contractor):	Estimated Start and Completion Dates (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
NA	NA

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Center for Neighborhood Technology

Contractor

Nina Idemudia

Name

Chief Executive Officer

Title

Prime Contractor Signature

10/24/2023

Date

EXHIBIT 7

Electronic Payables Program (“E-Payables”)

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").

If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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Exhibit 8

Economic Disclosure Statement

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or lobbying means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountylil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3**REQUIRED DISCLOSURES****1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

 NA

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ☒ No: ☐

- b) If yes, list business addresses within Cook County:

17 N State St, #1400, Chicago, IL 60602

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☒ No: ☐

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

NA

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☒ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

NA

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name Center for Neighborhood Technology
 D/B/A: _____ FEIN # Only: 36-2967283
 Street Address: 17 N State St, #1400
 City: Chicago State: IL Zip Code: 60602
 Phone No.: 773-269-4035 Fax Number: _____ Email: lgeglio@cnt.org

Cook County Business Registration Number: N/A
 (Sole Proprietor, Joint Venture Partnership)
 Corporate File Number (if applicable): N/A

Form of Legal Entity:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust
- ☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture
- ☒ Other (describe) 501(c)(3) nonprofit

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See attached statement			

Declaration (check the applicable box):

☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Margaret O'Dell, Board Chair
5658 S Blackstone Ave. Apt 1
Chicago, IL 60637

Bennett Johnson III, Board Vice Chair
708 Washington St.
Evanston, IL 60202

Jeremy Chi-Ming Liu, Board Secretary
1310 Milvia St.
Berkeley, CA 94709

Louis Rosenthal, Board Treasurer
Senior Advisor
The Chicago Corporation®
135 S. LaSalle St., Suite 2130
Chicago, IL 60603

Nina Idemudia, Chief Executive Officer
Chief Executive Officer, CNT
17 N. State Street, Suite 1400
Chicago, IL 60602

Bob Dean, Chief Strategy and Program Officer
Chief Executive Officer, CNT
17 N. State Street, Suite 1400
Chicago, IL 60602

BOARD RESOLUTION

The Board of Directors of Center for Neighborhood Technology approved the following resolution via e-mail vote on August 9th, 2023:

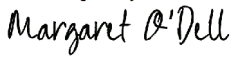
Resolved:

That the Board of Directors approves Nina Idemudia to act as an official signatory of Center for Neighborhood Technology beginning September 2nd, 2023 for any nonbanking and banking matters in her role as Chief Executive Officer.

That the Board of Directors approves Robert Dean to remain an official signatory for Center for Neighborhood Technology for banking matters in his role as Chief Strategy and Program Officer.

That the Board of Directors removes Elspeth Revere as an official signatory for Center for Neighborhood Technology for any nonbanking matters as of September 2nd, 2023.

SIGNED:

DocuSigned by:

37F87B9E88BC4C8...

Margaret O'Dell, Chair, Center for Neighborhood Technology

Date: 8/10/2023

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Nina Idemudia

Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]

Signature

nidemudia@cnt.org

E-mail address

Chief Executive Officer

Title

10/24/2023

Date

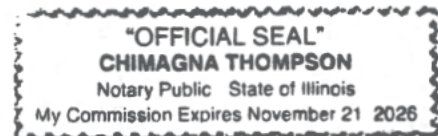
773-269-4035

Phone Number

Subscribed to and sworn before me
this 30 day of October 2023.

My commission expires:

X Chimagna Thompson
Notary Public Signature





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Center for Neighborhood Technology (CNT)Address of Person Doing Business with the County: 17 N State St, #1400, Chicago, IL 60602Phone number of Person Doing Business with the County: 773-269-4035Email address of Person Doing Business with the County: lgeglio@cnt.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Lucy Geglio, Director of Finance and Operations, lgeglio@cnt.org

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2306-05160

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 61,100

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Hermine Wise Contract Negotiator HERMINE.WISE@COOKCOUNTYIL.GOV

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Jacqueline Lopez Jacqueline.Lopez@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is **an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is **a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Date

10-24-23

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 2306-05160

County Using Agency (requesting Procurement): Cook

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Center for Neighborhood Technology

Substantial Owner Complete Name: _____

FEIN# 36-2967283

Date of Birth: N/A

E-mail address: lgeglio@cnt.org

Street Address: 17 N State St, #1400

City: Chicago

State: IL

Zip: 60602

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*

No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*

No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Signature] Date: 10-30-23

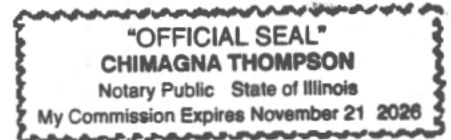
Name of Person signing (Print): Nina Idemudia Title: CEO

Subscribed and sworn to before me this 30 day of October, 2023

x [Signature]
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Center for Neighborhood Technology

Execution by Corporation

Corporation's Name

Nina Idemudia
President's Printed Name and Signature

773-269-4035

nidemudia@cnt.org

Telephone

[Signature]
Secretary Signature

10-30-23
Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

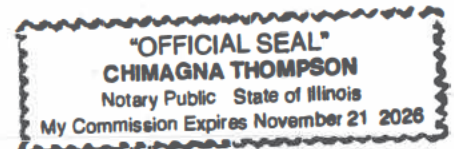
Telephone and Email

Subscribed and sworn to before me this
30 day of October, 2023

Chimagna Thompson
Notary Public Signature

My commission expires:

Notary Seal



*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS
HEREBY EXECUTED BY:

Raffi Sarrafian

Cook County Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2023.12.29 14:09:58 -06'00'

Date

APPROVED AS TO FORM:

Assistant State's Attorney
(Required on contracts over \$1,000,000)

Date

CONTRACT TERM & AMOUNT

2306-05160

Contract #

January 1, 2024 to March 31, 2024	Two (2) optional one (1) year renewals
Original Contract Term	Renewal Options (If Applicable)

\$61,100.00

Contract Amount

NA

Cook County Board Approval Date (If Applicable)

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS
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Raffi Sarrafian
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Digitally signed by Raffi Sarrafian
Date: 2023.12.29 14:09:58 -06'00'

Date

APPROVED AS TO FORM:

Assistant State's Attorney
(Required on contracts over \$1,000,000)

Date

CONTRACT TERM & AMOUNT

2306-05160
Contract #

January 1, 2023 to March 31, 2024	Two (2) optional one (1) year renewals
Original Contract Term	Renewal Options (If Applicable)

\$61,100.00
Contract Amount

NA
Cook County Board Approval Date (If Applicable)

ATTACHMENT 1

REFERENCE CONTRACT

CHICAGO METROPOLITAN PLANNING CONTRACT

CONTRACT NUMBER C-21-0039



Chicago Metropolitan Agency for Planning

433 West Van Buren Street
Suite 450
Chicago, IL 60607
312-454-0400
cmap.illinois.gov

CMAP contract # C-21-0039

CHICAGO METROPOLITAN AGENCY FOR PLANNING CONTRACT

FOR RFP 248 Equitable Engagement Program

Funding Source: S-825

Center for Neighborhood Technology

1. Engagement of Contractor. This contract is made between the Chicago Metropolitan Agency for Planning, (hereinafter called "CMAP") a body politic and corporate created by the State of Illinois, and the Center for Neighborhood Technology, 17 N. State, Suite 1400, Chicago, IL 60602 (hereinafter called the "Contractor").

2. Term of Contract. The services of the Contractor are to commence as soon as practicable after the execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement. The contract will terminate on March 31, 2024, and if exercised, two one-year options for renewal will begin April 1, 2024 and April 1, 2025.

3. Scope of Services. CMAP hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services set forth in the CMAP Request for Proposal (RFP) 248 Equitable Engagement Program, dated December 1, 2020 (Attachment 1), and contained in the Contractor's Response to CMAP Request for Proposal (RFP) 248 dated January 7, 2021, (Attachment 2), as amended to include, within the final deliverable, an evaluation of whether participant and CMAP goals were achieved.

4. Compensation. CMAP agrees to reimburse the Contractor based on fees for the above services that are in accordance with the Contractor's Price Revised Proposal Form in the proposal dated, March 23, 2021 contained in Attachment 5. The total compensation for all professional services and expenses provided during the term of the contract is not to exceed \$500,000.00.

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

5. Method of Payment. Transfer of funds will be made electronically. Notification of the transfer will be made to you. Please Complete Attachment 3: Electronic Billing Information and Attachment 4: Request for Taxpayer Identification Number and Certification (W-9) and return to CMAP.

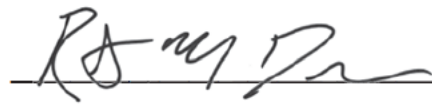
6. Funding Source. The funding source for this contract is the Illinois Department of Transportation. The Illinois Department of Transportation is not a party to this agreement.

7. Agreements. The General Provisions and Special Provisions Applicable to CMAP Request for Proposal (RFP) 248 Equitable Engagement Program, dated December 1, 2020 (Attachment 1), which were provided

in Sections 5 and 6 respectively to the RFP apply to and are incorporated by reference into this contract with full force and effect, as if fully set forth herein.

APPROVALS:

Center for Neighborhood Technology



Robert Dean, CEO

Chicago Metropolitan Agency for Planning



Erin Aleman
Executive Director

3/31/21

Date

04/12/2021

Date

Response to CMAP's Request for Proposals No. 248

Proposal to Design & Support an Equitable Engagement Program

Proposal Team

Center for Neighborhood Technology

Daylight

Borderless Studio

Urban Transportation Center at UIC

January 2021



January 8, 2021

Dear CMAP Selection Committee:

Thank you for the opportunity to respond to RFP No. 248, Equitable Engagement Program. The Center for Neighborhood Technology (CNT) is excited to respond and has formed a team for our response that includes Daylight, Borderless Studio, and the Urban Transportation Center at the University of Illinois-Chicago. We are all organizations with a deep commitment to equity and the involvement of community groups in planning.

Our approach responds directly to the RFP. We recognize that CMAP is seeking a thought partner in the development and implementation of this program, rather than a traditional consulting relationship, and we believe that we are perfectly positioned to partner with you in this way.

Please see the following pages for our understanding of this project, our qualifications, and our approach to design, implement, and evaluate the proposed equitable engagement program. Please contact me at 215-990-5323 or bobdean@cnt.org if you would like to discuss our proposal further.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Dean", written in a cursive style.

Robert Dean, CEO

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Our team was excited to see CMAP release this RFP due to its focus on equitable engagement. Nationally, public agencies and advocates alike have devoted renewed attention to transportation equity. The evidence is clear that the benefits and burdens of the transportation system are not equally shared. Whether we examine job access, air pollution caused by the transportation system, pedestrian and bicyclist safety, or really any other measure, our transportation system has created clear disparities based on race and income. Many of these have been worsened by COVID-19 and brought into sharper focus by the nation's renewed attention to racial injustice. All of this is already familiar to CMAP, as you are one of the region's leaders in providing data, analyses, and reports that demonstrate the inequities in our current system.

We see this RFP as a natural progression in CMAP's work on equity, which has grown more explicit as a priority over time. The establishment of inclusive growth in ON TO 2050 was an important step, as was the LTA program's prioritization of resources based on need, the recent changes to the STP program to encourage Councils of Mayors to address equity in locally-appropriate ways, and the establishment of a working group on equity in fees and fares. In other words, CMAP has been ramping up its work on equity for some time, and this RFP is a valuable part of that growth.

We appreciate the focus of this RFP on the involvement of community groups that represent disadvantaged or vulnerable people. We believe that it is critically important to meaningfully and respectfully involve community groups in any effort to improve equity. Through this RFP, CMAP will be able to engage organizations that represent specific populations or that focus on advocacy for a specific neighborhood, community, or other small geographic area. These types of groups are not typically involved in regional planning. They often engage in community organizing and direct action, are typically quite small and resource-challenged, and sometimes do not have official nonprofit designation or full-time staff, limiting their scopes and impact.

But despite their constraints, community groups are critically important to engage. They have a mission to serve people and places that are underrepresented or "invisible" in planning and policymaking. They have deep and longstanding knowledge of local assets, challenges, and past plans based on lived experience, allowing them to identify opportunities that would be unknown to planners from outside the area. They have often personally

experienced the benefits but also unintended consequences of past planning efforts. Leaders of community groups often "outlast" elected officials in their communities, and thereby can provide support for plan recommendations that survive electoral changes.

We are pleased to see that CMAP is planning to compensate community groups for their time and expertise, which is an emerging best practice that recognizes the value created by their involvement in planning processes. This type of compensation is increasingly being implemented by public agencies, but is still uncommon, in part because of administrative challenges and in part because public agencies and community groups largely speak different languages. In other words, there is no existing playbook for how to do this; we will need to problem-solve collaboratively with CMAP throughout this process to build from existing work when we can and invent new approaches when we must.

Our team is interested in taking on this activity because it advances our mission of better involving neighborhood groups, and by extension vulnerable residents, in planning processes that affect their lives. Ultimately, we see the compensation of community groups as a best practice that every public agency should embrace, and hope this serves as a pilot toward this larger goal.

We want to bring specific attention to what our proposal does not do. We are not seeking to advise CMAP on its outreach work in general, and instead are focusing our proposal on designing and implementing the engagement of community groups with the active involvement of these groups. CMAP already has an award-winning outreach team who we intend to work with closely, so we have not included a conventional outreach firm on our team. But if desired by CMAP, we could add this capability. We have close relationships with numerous outreach specialists and can easily bring in an outreach lead if desired by CMAP.

Finally, we recognize and welcome that this is meant to be a partnership with CMAP, not a distant relationship between a contractor and client. The assumptions and approaches in our proposal can be modified in consultation with CMAP. Ultimately, for this program to be sustainable, CMAP staff should own relationships with community groups and should personally understand what is working and what is not. This means they need to be actively involved throughout.

Our consultant team, consisting of the Center for Neighborhood Technology (CNT), Daylight, Borderless Studio, and the Urban Transportation Center (UTC), was formed specifically to respond to this RFP. Our team has worked together on numerous projects before, and shares a commitment to equity, enthusiasm for the potential of this project, and experience conducting similar work.

The roles of each organization are briefly described below, with our qualifications to conduct this work detailed in the remainder of this section.

CNT will serve as the project manager and lead consultant, and will be the primary contact for CMAP. CNT's work will be led by Heidy Persaud, with contributions from numerous other CNT staff. CNT will coordinate the contributions of the other three team members, all of which have worked closely with CNT and its staff on past projects. CNT leads Task 2 and Task 3, and will participate actively in other tasks as well.

Daylight, led by Lyndon Valicenti, will lead Task 1. Because our proposal involves an iterative approach to program design and implementation, Daylight will also remain involved in a support role for the remainder of the project.

Borderless Studio, led by Paola Aguirre, will be a key contributor to Task 2. In particular, Borderless will design and implement capacity-building and education activities for participating community groups.

The Urban Transportation Center at the University of Illinois-Chicago, led by P. S. Sriraj with contributions from other faculty, will lead Task 4, serving in the role of university evaluator.



Center for Neighborhood Technology

The Center for Neighborhood Technology (CNT) delivers innovative analysis and solutions that support community-based organizations and local governments to create neighborhoods that are equitable, sustainable, and resilient. A nationally recognized 501(c)(3) nonprofit organization, CNT leverages its analytical strengths, neighborhood connections, innovative policy ideas, and entrepreneurial instincts to produce meaningful results. Current CNT programs address climate change, transportation equity, housing affordability, resilient water systems, and many other urban issues.

CNT acts as the facilitator of the Transportation Equity Network (TEN), one of our most exciting current programs with direct relevance to the purpose of this RFP. TEN is a coalition of 30 community groups, civic organizations, and educational institutions that have a shared commitment to transportation equity and mobility justice. The philosophy of TEN is that community-based organizations should have more influence over transportation decision-making, but typically lack the resources to participate meaningfully. CNT serves as the organizer, administrator, lead fundraiser, and fiscal agent for this network, while deferring strategic decisions to a multi-organizational group of co-chairs. TEN launched its work in 2020 and has so far secured funding from three foundations and three public agencies, with CNT serving as lead applicant in each case, but passing through most funding to community-based organizations to permit their participation. CNT understands that the model desired by CMAP may not be identical to TEN, but our experience launching and administering this group will be invaluable in designing and implementing CMAP's program.

CNT's relevant experience is not limited to TEN. CNT has been known as a national leader in transportation equity since Jacky Grimshaw, an advisor on this project, joined our staff 25 years ago. In past decades, we have produced groundbreaking analytical products like the Housing and Transportation (H+T) Affordability Index, pushed for multimodal investments and local planning to be prioritized in federal transportation legislation, were involved in early federal work on environmental justice, and contributed to the formation of CMAP through advocacy work with its predecessor (CATS). Today, we are an active member of the Elevated Chicago coalition and its national equivalent (Strong Prosperous And Resilient Communities Challenge, or SPARCC) and a leading voice for transportation equity as part of the American Cities Climate Challenge. We also have numerous ongoing projects to improve approaches to equity within transit agency operations, fare policy, freight and logistics planning, and vehicle electrification.

CNT also has deep knowledge and connections with community groups of the types targeted by CMAP in this project. CNT is not itself a community-based organization, but we do have extensive connections into networks of community groups and have been seen by them as an ally for our entire history. In a recent refresh of our organizational mission, we have placed high priority on supporting community groups and have developed principles for our relationship with community groups inspired by the Jemez Principles, which are among the foundational documents of the environmental justice movement. (CNT's principles for equitable engagement of community groups are attached to this proposal as one of the work samples in Section 4). We are able to organize and bring community groups to the table, using our existing trusting relationships, our long history of working together, and our reputation for respectful engagement with community representatives.

Our work with TEN has provided a starting point for engagement of community groups, but the membership of TEN is currently focused in Chicago so we will need to expand this geography. CNT does have active stand-alone projects that engage community groups in other places in the Chicago region (Evanston, Oak Park, and Aurora) and has previously helped to initiate formation of community groups in the south suburbs for work on stormwater. Also, we will be expanding the footprint of TEN as part of our soon-to-be-initiated work with CMAP to develop a post-COVID vision for the region's transportation system, and will build from that experience for this project.

More specifically, CNT has unique experience securing and passing through funding for community groups. Through TEN, we have secured over \$200,000 for stipends and other payments for community groups in the past year from numerous sources both private and public; another \$100,000 for this purpose is in process. We have played a similar role in the We Will Chicago process, allocating and administering \$50,000 in stipends in the past three months to involve community organizations to weigh in on the process of developing Chicago's next comprehensive plan. And through Elevated Chicago, we administered funding for community groups to install local art fixtures and green stormwater infrastructure, passing through \$200,000 for this purpose over the past two years. All of these experiences have taught us valuable lessons in engaging community groups as funded partners.

The staff who we have assigned to this project were central figures in the above work, and have extensive familiarity with community groups and with CMAP itself. Resumes for each of these individuals are contained in Section 5.

- Heidy Persaud, Director of Transportation Equity, will serve as project manager and be CMAP's primary point of contact. Heidy is the lead facilitator of TEN and has led numerous past projects that involved community groups as clients or key partners.
- Drew Williams-Clark, Managing Director of Urban Resilience, will serve as project director, ensuring quality throughout the project. Drew's central role in Elevated Chicago and long involvement with CMAP has prepared him for this role.
- Bob Dean, CEO, will serve as a strategic advisor, building from his experience with program design and administration at CMAP and now at CNT.
- Jacky Grimshaw, VP of Government Affairs, will also serve as senior advisor, contributing her experience with transportation equity and her ability to bring community groups to the table.
- Linda Young, COO, will be involved in the administration and financial oversight of the passthrough funding, ensuring compliance with federal requirements and CNT's and CMAP's own financial management practices.



Daylight

Daylight works with changemakers — any individual, organization, community, and network that believes the status quo needs to change — to amplify their power in identifying and tackling complex challenges. Our aim is to collectively and strategically intervene in the practices, policies, dynamics, and mindsets that hold these problems in place. Our vision is to see more changemakers driving systems change towards just, equitable, and resilient outcomes for all.

Daylight brings deep experience in facilitating collaborative program design efforts. For the last 1.5 years, Daylight has worked closely with KABOOM! — a national non-profit working to end playspace inequity. Intent on being more responsive to the communities it serves, KABOOM! invited Daylight to redesign its community engagement strategy around the equitable design and build of playspaces. More on this relevant project is in Section 4.

In 2020, Daylight also led the development of a practical tool for having critical conversations around analyzing and shifting power. By “power,” we refer to both (1) decision-making power that reinforces or perpetuates the status quo, and (2) people power that can be mobilized to shift the status quo. This ‘power tool’ is used in contexts where there are asymmetrical power dynamics in the room, in order to have more open and explicit conversations about how different forms of power can be more equitably leveraged and shared across a project timeline or during an engagement process.

Lyndon Valicenti, Founding Principal of Daylight, will collaborate with this team by bringing her experience facilitating thoughtful, co-design processes that lead to new equitable practices, values, and systems.

Lyndon also brings relevant experience from her time at Foresight Design Initiative, leading a 9-month, co-design process with cross-departmental staff and community-based organizations across the region, that resulted in The Chicago Community Trust’s new Catalyzing Neighborhood Investment. She also served as lead researcher and author on Elevated Chicago’s Community Engagement Principles and Recommendations, which were informed by the rich insights of local and national leaders of community-based organizations.

BORDERLESS

Borderless Studio

Borderless is an urban design and research studio focused on cultivating collaborative design agency through interdisciplinary projects. Borderless is invested in supporting healthy, vibrant and meaningful places by working side by side with their communities, and uses design tools, processes and outcomes to both inspire, enable and cultivate collective agency. As a practice focused on interdisciplinary collaboration, Borderless designs and facilitates a variety of methods and processes for dynamic exchange and engagement using data, research, and design to discuss the future of cities and project opportunities at multiple scales — from site interventions, buildings, neighborhoods to regions.

Paola Aguirre Serrano, Founding Principal of Borderless, will collaborate with this team bringing her design experience, creative tools and platform-shaping ability to co-design processes and prototyping capacity building strategies. Paola's professional experience has been recognized for multidisciplinary collaborations, equitable design and participatory civic processes focused on social equity and racial justice by leveraging her experience working with public, civic and private organizations in Mexico and the United States. She has taught social impact design at the Washington University, The School of the Art Institute of Chicago, and Archeworks. She has been acknowledged by Next City Vanguard, Impact Design Hub's 40 Under 40, Newcity Design 50: Who Shapes Chicago, Emerging Planner Award by the APA – Illinois Chapter, Field Foundation Civic Leader for Racial Equity, Chicago United for Equity Fellowship, and AIA Chicago's Distinguished Service Award. Paola currently serves the City of Chicago as Commissioner on Landmarks, and member of the Cultural Advisory Council and Community Advisory Council for the 78 Development.

Since its founding in 2016, Borderless has collaborated in multiple community planning efforts and engagement processes across the country, including Brownsville (TX), Easton (PA), Kansas City (KS), Grand Rapids (MI), Providence (RI), and Detroit (MI). Some local collaborations include working with Daylight leadership and CNT through Elevated Chicago in different capacities — co-developing its initial workplan and engagement principles, as well as leading the design and implementation of community engagement installations as part of the Climate and Cultural Resilience project.

Paola is also co-founder of City Open Workshop, a community-led volunteer planning and design group focused on connecting communities and design professionals through a collaborative framework. By challenging the traditional client-consultant relationship, City Open seeks to cultivate a learning community of exchange by acknowledging different types of expertise and practices. City Open Workshop is an evolving and decentralized platform that strongly continues to connect and convene a civic-minded community.

Most recently, as Senior Fellow with Chicago United for Equity (CUE), Paola collaborated in The People's Budget Chicago project creating an inclusive, community-led participatory budget process to define the values and priorities for the City that centers the needs and priorities of our most impacted communities, creates an accountability framework, and ultimately design a budget that works for all Chicagoans. Paola's role in this project included engagement design and strategy, as well as design communications, interactive tools, training and engagement implementation. This project was created in collaboration with CUE Senior Fellows and core team members from the Institute for Research on Race and Public Policy at UIC, the National Public Housing Museum, Grassroots Collaborative, and the Metropolitan Planning Council. This project required strong and meaningful partnership and coordination with community-based organizations in some of the most impacted communities in Chicago – Austin, Roseland, Bronzeville, Greater Grand Crossing, Englewood, West Humboldt Park, Altgeld Gardens, Brighton Park, and Uptown. More about this project can be found at peoplesbudgetchicago.com.



University of Illinois at Chicago (UIC)

The Urban Transportation Center is the designated center for transportation research within the College of Urban Planning and Public Affairs (CUPPA) at UIC. It is dedicated to conducting research and education and providing technical assistance on urban transportation planning, policy, operations and management in six core clusters of transportation research: transit planning, operations and management; transportation funding and financing; freight planning, operations and management; and data development for transportation planning and policy analysis.

Supporting UTC will be the Institute for Policy and Civic Engagement (IPCE), which focuses on transforming democracy by creating a more fully engaged citizenry with more effective leaders. As a catalyst for learning and action, the institute creates opportunities for scholars, concerned citizens, students and government to participate in public discourse and educational programs on current policy issues and social trends. IPCE's work includes research, dialogues and deliberations, and leadership development.

Three UIC faculty will be involved in this project:

- P. S. Sriraj is Director of the Urban Transportation Center, the Metropolitan Transportation Support Initiative, and Research Associate Professor at the Urban Transportation Center and UIC. His research interests include public transportation systems, evaluation of transportation programs, equity in transportation, and stakeholder analysis techniques. Sriraj has published numerous technical papers and reports, including over 40 refereed journal papers. He serves on the Committees of Transit Capacity and Quality of Service, Transit Data, Transit Performance and Management on the Transportation Research Board of the National Academy of Sciences. He also serves on the Executive Committee of the Council of University Transportation Centers (CUTC), and is on the editorial board for the Journal of Public Transportation, and the Journal of Geographic Information Systems. He is also the paper review-chair of TRB's Committee on Transit Capacity and Quality of Service. Sriraj has been the recipient of the Outstanding Paper Award from TRB for his work on transportation equity.
- Joseph Hoereth is Director of the Institute for Policy and Civic Engagement (IPCE) at UIC. Dr. Hoereth has served as IPCE Director since 2010 and was part of the team that founded the Institute in 2008. Under his leadership, IPCE staff completed extensive training on public deliberations to receive a Center for Public Life designation by the Kettering Foundation. As a Center for Public Life, IPCE has developed the capacity to design and facilitate community and campus dialogue and deliberations. A recent example of IPCE's work in this space was designing and facilitating 14 community dialogues on behalf of the Office of Illinois Attorney General regarding input on the Chicago Police Reform Consent Decree. Dr. Hoereth is a member of the Independent Monitoring Team for the Chicago Police Consent Decree, leading a survey project of Chicagoan's sentiment towards police and helping to manage the team's community engagement. Hoereth joined UIC in 2004 as the Associate Director of the Great Cities Institute (GCI), bringing a wide range of experience in community development research and evaluation from positions at university research centers, nonprofit organizations and private consulting firms. He has served on staff at the Center for Urban Research and Learning at Loyola University Chicago and the Center for Urban Policy Research at Rutgers University.
- Kate Lowe is an Associate Professor in the Department of Urban Planning and Policy with a research focus on transportation policy and mobility justice. She has experience with community groups as a technical assistance provider (Coalition United Against the Middle Belt, New Orleans), research partner (various partners through Equiticity's Mobility Justice in Chicago research) and participant (Bridgeport Alliance/partnership around freight and environmental justice).

Summary of Key Qualifications

The previous section presented our experience and qualifications with the types of work that CMAP presented in the RFP. We would like to bring particular attention to two elements of our experience which we believe give us a unique ability to support CMAP in the design and implementation of this program.

First, our team has unmatched familiarity with CMAP:

- Most of CNT's key staff on this project have past experience working at CMAP. We are proud of the accomplishments that we helped to achieve at CMAP, and we have maintained strong interest in CMAP's work and strong connections to CMAP's staff.
- Several of our team members serve on CMAP committees. Heidy Persaud and P. S. Sriraj serve on the Transportation Committee, and Jacky Grimshaw on the Human and Community Development Committee. Heidy Persaud, Jacky Grimshaw, and Kate Lowe also contributed to CMAP's Resource Group for Equity in Transportation Fees, Fines, and Fares.
- CNT, Daylight, and UTC have successfully performed consulting projects for CMAP. CNT is currently on contract for two projects, one re-imagining a post-COVID transportation system (subcontracted to AECOM) and one documenting planning approaches for equitable development and guidebook creation (subcontracted to Muse). Last year, Daylight assisted CMAP with more clearly articulating its implementation levers and developing a strategy for creating annual action plans. In a past position, Daylight's leadership also contracted with CMAP to lead its ON TO 2050 Climate Resilience Resource Group, which not only advised CMAP but also involved environmental justice organizations as key partners.

These past experiences mean that we have no learning curve in beginning to work actively and productively to support CMAP staff. We understand the organization's history and its path in coming to where it is today, and we understand the unique role that CMAP plays among public agencies in this region.

Second, our team has deep knowledge of community groups and has administered programs of exactly the sort that CMAP has in mind:

- While many organizations can point to past experience working with community groups, few others can cite a program like TEN, which is organizing and funding community-based organizations to participate in transportation decision making. CNT brings to this project not only the proven ability to design a program for equitable engagement through community group involvement, but also the proven ability to handle the financial and organizational responsibilities that this role requires.
- Other team members share CNT's commitment to equitable engagement of community groups. Daylight brings a commitment to racial justice and deep experience in supporting community-based organizations from Englewood to Kenwood in strategic planning and organizational development. Paola brings design justice expertise, strategic engagement frameworks and her strong training in racial equity, community development and planning processes. The various members of the UIC team bring experience as a technical assistance provider, research partner, and even as a participant in a local community group.

In summary, our approach to the involvement of community groups is well-established and based on firm principles of equitable engagement.

Philosophy & Assumptions

The bulk of this section describes our team's approach to the four tasks that CMAP identified in the RFP. Before getting into those details, though, some introduction to the philosophy behind our approach, and the assumptions inherent within it, is useful to state explicitly. Noteworthy elements of our approach include:

- First and foremost, we expect that this project will involve **continual communication and iteration** with CMAP. We see this effort as a partnership, rather than a more traditional client-consultant relationship. You will see this reflected repeatedly in our approach. We often present our initial concept for how to approach a question to demonstrate that we have background knowledge and experience that we will draw on, but our approach continually emphasizes partnership and co-design with CMAP. We believe that this is an appropriate response to the RFP, which lays out CMAP's intent but leaves many details subject to further discussions between CMAP and its chosen consultant. Due to our very high familiarity with CMAP's leadership, staff, and processes, as described in Section 3, we will be able to begin productively working with CMAP from the very beginning of this project.
- Our approach is also intended to **build from past experience**, both within CMAP and outside. CMAP is not the first public agency to seek to involve community groups in its activities, and we will learn from others' experience within the Chicago region and nationally. CMAP also should not neglect to take lessons from its own experience with grantmaking to community-based organizations, which was done successfully (though not comprehensively) as part of GO TO 2040 and ON TO 2050, and to support several LTA projects and plan implementation. Other internal CMAP assets, including an innovative and highly-regarded engagement team; ongoing work on diversity, equity, and inclusion; and development of a relationship management system, can also be brought to bear to make this project successful, as we will discuss further later.
- Our approach also involves **learning by doing**. While Tasks 1 through 4 are described sequentially, really we expect interaction between them. We believe in implementing ideas on a small pilot scale to test their viability, and letting the results guide improvement to the concepts, rather than fully designing a major program which then turns out to have an unexpected fatal flaw. We recommend starting implementation early, tweaking

program design based on results, setting up the evaluation process during program design, and overall having a high degree of interaction between the four tasks.

- Finally, our team will take a **values-driven approach** to this work. We understand that CMAP is undertaking this project due to a true commitment to the principles of equity, and we are motivated in the same way. Every one of our team members is a mission-driven organization and is motivated by impact rather than profit. Our team recognizes the importance of complying with federal regulations and demonstrating measurable results, but we also recognize that this program is fundamentally meant to truly increase the voice of underrepresented communities in CMAP's decision making. Our approach will move CMAP toward equity and justice, even if that requires asking difficult questions of CMAP along the way.

Our approach also includes several assumptions that should be stated upfront. We made these assumptions to allow us to propose a coherent and definable program that we could use to generate cost estimates for our involvement. These assumptions can be changed based on iteration with CMAP, and should be considered a starting point.

- First, we have assumed that in years 2 and 3 the program will provide \$100,000 a year in stipends to community groups, following a smaller pilot approach in year 1 that provides \$25,000 in stipends. These are deliberately round numbers to signal that they are assumptions which can be changed. Our team's budget and schedule is based on these assumptions.
- Second, we have assumed that CMAP is not using this RFP to select a contractor to actually conduct public engagement. We have proposed a team and an approach that is meant to design, implement, and evaluate a program to involve community groups in CMAP's work, not to guide or execute its overall program of outreach and engagement. CMAP already has an award-winning outreach team and we see our scope as complementary to this team. If we have misinterpreted CMAP's intent, we would be happy to add further engagement expertise to our team.

With these caveats stated, please find our approach described on the following pages.

Schedule

Year 1	Year 2	Year 3
Task 1: Program Design 8 Months Steps: <ul style="list-style-type: none"> ① CMAP Workshops ② Community Group Interviews ③ Program Development Deliverable: <ul style="list-style-type: none"> ① Program Design Memo 	Task 2: Program Recruitment & Participant Selection 4-6 Months Steps: <ul style="list-style-type: none"> ① Recruitment & Selection ② Involvement & Capacity-Building Deliverables: <ul style="list-style-type: none"> ② Program Materials ④ Implementation of Program 	
	Task 3: Process Payments & Monitor Performance 24 Months Deliverables: <ul style="list-style-type: none"> ④ Implementation of Program ③ Documentation of program expenses ⑤ Closeout Memo 	
Task 4: Program Evaluation		
Step: <ul style="list-style-type: none"> ① Pre-Intervention Phase Deliverable: <ul style="list-style-type: none"> * Insights for Program Design & Capacity-Building 	Step: <ul style="list-style-type: none"> ② Intervention Phase 	Step: <ul style="list-style-type: none"> ③ Post-Intervention Phase Deliverable: <ul style="list-style-type: none"> ⑥ University Evaluation Memo

Approach to Task 1: Program Design

Task 1, program design, is proposed to occur in three steps in close succession.

- ① **CMAP Workshops** We will work with CMAP to further understand its motivations and goals for the program.
- ② **Community Group Interviews** We will reach out to community groups to understand what they would like to gain from the program.
- ③ **Program Development** We will design a program that both meets CMAP's goals and the goals of participating community groups.

① CMAP Workshops

The first step is to work with CMAP to explore in more detail the problems and opportunities that this effort is designed to address. This may be seen by CMAP as a step back, but ultimately questioning our assumptions and motivations is necessary if the program is to succeed. We will work closely with CMAP through a co-design process to answer questions on the following topics:

- Primary motivation. Why is CMAP doing this? Is there a perceived failure to involve certain types of groups? Are there barriers to meaningfully engaging diverse communities that this is meant to solve? Is there pressure internally or externally to do something different? Generally, what issues are we trying to solve?
- Inclusion of community voices. How can this program get beyond diversity (simply inviting new groups to the table) to also address inclusion and equity (making them feel welcome and giving them power to set the agenda)? To borrow an analogy, CMAP is planning to invite new people to the party; is it also willing to change the music? Will CMAP allow the invitation of these new voices to change its own operations and decision-making processes?
- Sustainability. How much long-term commitment is there to maintain this program over time? Designing the program for a limited-run period (like adoption of the ON TO 2050 update) will lead to different decisions than designing it to be a permanent part of CMAP's approach.
- Determination of success. What does CMAP intend to be the results of increased participation from community groups? What value does CMAP see this program contributing to community groups themselves, beyond the provision of funding? Why will community groups

continue to engage with this program over the long run? Does CMAP have a target level of involvement for community groups, in terms of Arnstein's Ladder of Participation?

- Coordination with internal diversity, equity, and inclusion work. How will this program build on CMAP's own internal work to improve diversity, equity, and inclusion (DEI)? CNT's work with transit agencies on equity best practices has shown that internal commitment to DEI is a necessary first step before external efforts are successful. Our team does not propose to conduct any DEI trainings, but we do want to build on what your internal team has already accomplished.
- Power dynamics. Understanding CMAP's power in this dynamic — as the funder of the participating groups, and the decision-maker about who is chosen and what they are asked to do. Where is there more room to shift and share power? We will leverage Daylight's power analysis tool to examine and shift power dynamics between CMAP and regional community groups.
- Setting guiding values. What values and principles should guide CMAP's equitable engagement strategy? How does CMAP hold itself accountable to these values? What does it look like to live those values in practice? We will work with you to set guiding values for this work, using CNT's principles for engagement with community groups as a starting point and potential model.
- CMAP's commitments. What commitments will CMAP make to the participating groups? What can these groups expect from CMAP? We need to be clear about managing expectations of what community groups can expect from CMAP.
- Intent to involve community groups beyond CMAP. Even beyond CMAP's own decision-making, how much does CMAP intend this program to increase the capacity of community groups to participate in other agencies' decision-making processes?

We will answer these questions through one-on-one conversations and larger group workshops with CMAP staff, including those managing this program and others in key leadership, outreach, and administrative positions.

② Community Group Interviews

The second step in program design is to get input from community groups — the organizations ultimately meant to be served by this RFP — to understand how this program can be designed to be most useful to them.

- Community group intent. How do they want to be involved? Are they aware of CMAP and its role in the region? Are they interested in ON TO 2050? To design a program to effectively involve them, we need to understand what community groups want from this relationship.
- Types of participating community groups. Who makes up the “universe” of regional community groups that CMAP might engage? How do we organize this information? Our team will use ecosystem mapping to answer these types of questions.
- Consideration of past experience. How can CMAP build trust with community groups over the long term, possibly using a ladder of steps? Where is there mistrust, either directly with CMAP or with other public agencies that are involved in CMAP’s governance?
- Effective engagement methods. Learning from the COVID-catalyzed pivot to virtual engagement, can we expand a hybrid approach for engagement that creates more accessible platforms and tables?

We propose to answer these questions by conducting 10-15 interviews with potential organizations, with participants compensated through small stipends (\$100 each). In each, we will ask about the appeal of this program, perceptions of CMAP, value of time, level of interest, other groups we should talk to, and other community leaders who should be considered for the engagement program.

③ Program Development

The third step is to develop a program to respond to the needs and opportunities identified above. A successful program will need to both respond to CMAP’s needs and community group needs. Unless this program is designed with both types of needs in mind, it is unlikely to succeed. Key questions in program design include:

- Program elements. What elements of CMAP’s work are relevant to involve community groups in? Our initial conception is that the program should support community group involvement in at least three ways:
 - the LTA program, with geographically-relevant groups involved in a few sample projects;
 - the ON TO 2050 update, focusing on filling outreach gaps from identified in the last process;
 - and ongoing involvement in CMAP’s committee structure, to integrate community groups into decision making.
- Launch schedule. Should all elements of the program be launched concurrently, or in sequence? Using the three elements of involvement listed above, a plausible order emerges. Involvement in the LTA program would allow CMAP to get to know groups through locally relevant projects, which is probably the most meaningful and understandable way to involve groups initially, and would build some trust. ON TO 2050 then provides an opportunity to contribute to more abstract long-range planning, and the final step — involving community groups in a meaningful way in CMAP committees and decision making — would occur only after significant trust and mutual understanding has been built (if interested in this level of involvement).
- Length of commitment. Is this a two-year program or meant to be permanent? Design would differ depending on long-term intent.
- Program size. How much funding will CMAP contribute to this effort each year? For this proposal, our team assumed \$100,000 annually in stipends to community groups, divided among the three tasks listed above, plus a smaller pilot to be initiated before the end of year 1 that provides \$25,000 for this purpose.

- Identifying potential participants. How will CMAP find out about potential community group partners? How will CMAP track the involvement of participants over time? We would uncover past involvement in all CMAP efforts (paid and unpaid), review recipients of funding from philanthropy (a likely funding source for many of these groups), and interview existing intermediaries like LISC. We will accept that we cannot possibly identify every potential community group, but ensure that the groups we identify are geographically and demographically representative.
- Selecting participants. How will CMAP choose who to work with? What procurement methods and selection practices are appropriate for what types of relationships? The number of community groups in the region is vast, and even individual neighborhoods often have multiple community groups with existing complex relationships. Mutual familiarity and trust is an important condition.
- Range of activities. What types of activities is CMAP interested in having community groups perform? Assisting with outreach is a good start, but community groups can do more than that.
- Compensation. How much should community groups be compensated for their involvement? Clearly compensation should be proportionate with effort, but judging appropriate levels of effort for different activities will require thought.
- Compliance. How will the program be designed to ensure eligibility for federal transportation funding? Our team recognizes that outreach is broadly eligible as part of the federal transportation planning process, but will need to continually prove this along the way, and avoid activities that may limit eligibility. If necessary our team will coordinate directly with IDOT and FHWA to ensure that our program maintains as much eligibility as possible.
- Community group agreements. How will we reach agreement with community groups on the scope of their work and roles for each engagement? Will this be a standardized process or will CMAP design each community group's engagement based on their unique skills and interests?
- Document templates. What types of standard documents are expected? These could include formal agreements, MOUs, invoices, scopes of work, or others. We will develop standard templates that are understandable by community groups to make the administrative end of this as painless as possible for both CMAP and the community groups.
- CMAP internal management capacity. What are the needs of CMAP's staff to prepare to lead this program? What is this program's place within the agency's governance structure? Are CMAP's relevant staff fully trained on how to work with community groups?

We will answer these questions in close collaboration with CMAP. Through a series of virtual program design workshops, input surveys, interviews, and other collaborative means, Daylight will facilitate the co-design process with CMAP, alongside CNT and with periodic touchpoints with UIC (Kate Lowe, Joe Hoereth) and Borderless.

The process will begin by exploring the questions outlined in step 1, including mapping the power dynamics between CMAP and community groups and defining a set of values to guide the program design and implementation. In step 2, Daylight will then lead a series of interviews with potential community groups in our collective network to determine, from their view, the essential ingredients for a productive and authentic relationship with CMAP.

In step 3, we will take lessons from steps 1 and 2 in addition to surveying national best practices and recent experience among peer agencies in the Chicago region. CNT will be responsible for the national and regional scans, building from ongoing similar projects. As a team, led by Daylight, we will draft, iterate, and collectively refine the equitable engagement program design in close collaboration with CMAP.

Ultimately the result of Task 1, following the conclusion of the above steps, is Deliverable 1, a memo on program design. This is intended to document the process used for program design, the answers that we have generated to the above questions, the remaining questions that still need to be answered over time, and the plan to answer these questions through iterative program implementation. Deliverable 1 is expected to also include document templates, recommendations for further internal CMAP work, and a set of clear values to guide the future tasks.

Approach to Task 2, Program Recruitment & Participant Selection

The approach to Task 2 is dependent on the decisions made on program design in Task 1, so is described here in less detail. However, there are at least two critical steps that we consider to be part of this task.

- ① **Recruitment & Selection** We will recruit and select participating community groups per the priorities set in Task 1.
- ② **Involvement & Capacity-Building** We will assist CMAP with the implementation of this program, namely the productive involvement of the participating community groups in CMAP's activities.

① Recruitment & Selection

The first step is recruitment and selection of community groups to participate in this program. In the RFP, CMAP has already listed types of individuals who these groups should represent. We largely agree with these categories though have a few additions and further thoughts.

We expect that in addition to organizations that explicitly represent specific types of individuals (e.g. people of color, LGBTQ+ people), CMAP will want to involve community groups that represent particular geographies. Most community groups do not call out specific demographic characteristics of the people they serve; they serve a particular neighborhood (e.g. Little Village) or an even smaller area (e.g. a block within the Village of Robbins), and broadly represent the people who live in that area. These groups may very well end up representing people with a particular demographic profile, based on the characteristics of their residents, but that is not their explicit mission, and we should not set our recruitment targets in a way that would exclude these geographically-based groups.

Similarly, many social service organizations serve people who meet the characteristics that CMAP has noted above, but may not have an explicit mission to serve certain demographic groups. These should also not be excluded from the recruitment. Even though they may have a mission that seems unrelated to CMAP's, they may have close connections to the individuals who CMAP is attempting to reach.

Also not explicitly listed in the RFP are those who are homeless, housing insecure, residents of affordable housing or public housing, or residents of areas at greatest risk of

gentrification and displacement. Given CMAP's interest in housing affordability, groups that serve these populations should be included. Also important, given CMAP's federal responsibility for air quality conformity, are people who are sensitive to particulate matter, ozone, or other regulated pollutants. Other gaps may be exposed as we work with CMAP on building the "universe" of interested community groups described in Task 1.

We also suggest reviewing CMAP's past outreach results to identify particular groups that were not adequately involved. If there were demographic or geographic gaps, we should identify them and consider them when prioritizing recruitment.

Also important to consider is the intersection of various vulnerabilities, which can help to prioritize within potential community groups. For example, CMAP's list of priority groups includes seniors, who are far from a monolithic group. Educated, higher-wealth, white seniors are perhaps the most overrepresented group in public engagement activities, so an approach to involve a community group that represents seniors should look for other demographic characteristics to help sharpen the focus.

Once priorities have been set for community group participation, we will begin recruitment. At this point, we need to recognize that many targeted community groups have very low capacity to engage. Some are run entirely by volunteers, and most are led by people who juggle numerous responsibilities. CMAP has significant experience working with low-capacity municipalities, and should treat the relationship with community groups similarly. CMAP's experience with the LTA program — that a simple process for recruitment leads to much better participation — should guide our approach here.

CNT will lead this task, taking advantage of our reputation as a supporter of community groups and broad set of relationships with individual groups and intermediaries. Once we have made progress establishing the "universe" of community groups and identified those that are of greatest interest to CMAP, we will conduct direct outreach to those that may be interested. Our experience is that personal connections to community groups are necessary to receive a positive response, so we will rely on our broad network of relationships and seek introductions from partners (like philanthropic funders who support community groups) when possible.

② Involvement & Capacity Building

The second step, after recruitment and selection, is actually involving the community groups in CMAP's work. This very important activity is not actually listed as part of Task 2 in the RFP, and we recognize that the details of what occurs here will respond entirely to the program design that occurs in Task 1. Following are some thoughts about useful roles, all contingent on iteration with CMAP.

If the community groups are to be used to support CMAP's outreach — whether for the ON TO 2050 update, or specific LTA projects, or other purposes — we expect that CMAP's outreach team will have the lead role. Our consultant team would be available to support if needed, but we do not expect to play a significant role.

While outreach is important and should be a fundamental part of how the participating community groups interact with CMAP, we would suggest a larger role. Community groups have a range of capabilities, including extensive local knowledge, familiarity with the successes and failures of past plans and policy efforts in their neighborhoods, and connections with local elected officials; in some cases they have analytical or communication skills which can support planning projects, or can bring in volunteers with these skills. We therefore suggest that the participating community groups be used for more than setting up and hosting meetings.

We also believe that CMAP should deliberately conduct capacity building with the participating community groups. Leveraging conversations with potential organizations in the program design (Task 1), we will hear from community groups on how CMAP's work is currently framed and presented and how it might be improved. Our capacity-building efforts will strive to center the voices and perspectives of fellow community groups, as it will likely be more relevant, tangible, and resonant than that of CMAP's or its consultants.

The capacity-building work will begin with the capacity to engage with CMAP, which will involve education about the transportation planning process to empower more productive collaborations between community groups and CMAP. We also suggest using this opportunity to build broader awareness of how to engage in transportation decision making, in general. As we know, the region's transportation decision-making processes are complex and often opaque, with a variety of agencies that each independently have influence or ownership over different

aspects. This complexity makes it inherently difficult for community groups to find effective points in the process at which to engage. CNT has already begun to design a program to accomplish broad awareness of transportation decision-making processes (with philanthropic funding), and will have gone through one round of capacity building work by the time Task 2 is underway. Overall we see CMAP's program as a way to build mutual understanding between community groups on one hand, and public agencies on the other, of their respective roles and strengths, ultimately leading to better engagement on both sides.

Finally, the involvement of community groups from across the region provides a great opportunity for CMAP to lift up new positive narratives from these communities, highlighting those who have been working to improve their communities for years, as well as emerging community leaders that are bringing innovative and energetic approaches to changemaking. This may provide an opportunity to cultivate emerging community leaders, or possibly a special version of the FLIP program that prioritizes engaging youth from the places served by the participating community groups.

Paola Aguirre of Borderless Studio, in collaboration with Heidi Persaud and Bob Dean from CNT, will lead the capacity-building design and implementation — building informative, mixed-media tools that center the community group perspective and empower community leaders to better engage with transportation decision-making processes and regional priority-setting efforts.

Task 2 will produce Deliverable 2, program materials. These materials will include recruitment packages, formats for expression of interest, and similar. The specific content of this deliverable depends significantly on the results of Task 1 and the co-design process that CMAP and the consultant team will undertake together.

Deliverable 4, implementation of the program, is also achieved partly through Task 2 and partly through Task 3.

Approach to Task 3, Process Payments & Monitor Performance

Task 3 is nominally simple — process and track payments consistent with the program design achieved in Task 1 — but still needs to be carefully planned for and executed. We recognize that many community groups are low capacity; they often lack finance staff, do not have mechanisms for advanced time expenditure tracking, and use simple accounting methods. This means that contract execution, invoicing, and documentation can be slow and inconsistent. At the same time, we need to satisfy the requirements of CMAP's funding sources, as well as CMAP's and CNT's own financial management practices to ensure that accounting standards are followed and that the program will survive a rigorous audit. The last thing that we want is for a promising and effective program to be damaged by accounting problems.

In Task 1, the consulting team will help CMAP to develop appropriate templates for community groups to use, and will set expectations about the level of documentation that is required. In this prior task, we will help CMAP to learn lessons from its previous grants to community groups and its experience working with low-capacity communities through the LTA program. In Task 3, we will execute this program design, also learning lessons as we go and making program changes as necessary. As with all tasks, a high degree of iteration with CMAP's staff — in this case its administrative and finance staff — is expected.

This task also involves the non-financial oversight of community groups. This will include documentation and assurance of their participation, but also monitoring of their experiences with the program. We plan to conduct regular interviews or surveys of participating community groups to determine what is working and what could be improved, and use these findings to tweak program design.

CNT will lead this task, building from its unique experience as the fiscal agent of the Transportation Equity Network, which has a similar model of operations in terms of passing funding through to community groups to support their participation in transportation decision making. As a recipient of federal funding itself, CNT is familiar with federal reporting requirements and follows industry best practices for its accounting and auditing.

Several deliverables will be produced as part of Task 3. Deliverable 3, documentation of program expenses, will be a series of financial documents that demonstrate that every dollar spent on the program was used appropriately. Deliverable 4, implementation of the program, is not a written document but is produced through both this task and Task 2. Finally, Deliverable 5, the closeout memo that provides final lessons, documentation, and a plan for how to continue this program, will be produced through this task as well. The format of this document will be determined collaboratively with CMAP.

Approach to Task 4, Program Evaluation

The program evaluation approach will focus on evaluating whether the program has achieved its goals, rather than simply reporting on participation by community groups. This may seem self-evident, but many public agencies strive to have engagement from a multitude of constituencies assuming that engagement is an end in itself, rather than a means to an end (Rowe and Frewer, 2000). In particular, MPOs often struggle with ensuring appropriate and equitable participation (Sciara, 2017).

Thus, it is critical to ensure that CMAP's civic engagement goals are clearly enunciated during program design, before the program evaluation is framed. The goals for the civic engagement will allow the evaluation team to measure the baseline/benchmark and develop a framework to guide the selection of appropriate techniques.

Evaluation Methodology Overview

To evaluate the civic engagement from the equitable engagement perspective, the evaluation team is proposing to involve the stakeholder, in this case, the community groups who are being recruited to be engaged. This approach of involving the stakeholders in the evaluation process has been an advocated and accepted practice for a long time (Brandon, 1999). For the purposes of this evaluation, we are anticipating to solicit participation from the community groups through a semi-structured interview process to elicit detailed perspectives directly from participants individually. While our preference is to use the interview process to collect information, we are open to amending this to a focus group based approach; the evaluation team is experienced with either method.

The evaluation will be based primarily on pre- and post-intervention interview data gleaned from the interviews with the community groups that are identified to be part of the study and the CMAP staff. This qualitative approach is appropriate for a process evaluation, which fits the project timeline and purpose with longer term regional outcomes to result over a longer time period. The interviews will be designed to gather qualitative insights from the respective stakeholders about a variety of topics surrounding the engagement process. The evaluation team has many years and many projects of different scales in terms of experience in conducting interviews of stakeholders. The pre-intervention interviews are expected to set the benchmark for CMAP's current engagement levels, the understanding of the community group stakeholders of CMAP plan-making,

and decision-making opportunities. The interviews will explore the basic understanding of planning processes and their capacity to participate in any opportunities within the CMAP structure and transportation decision-making, as well as their motivation for staying engaged. While the central thesis of the project design is based on payments to community groups to help stay engaged, it is very important to understand if that by itself will be enough to help them be engaged or are there other factors, such as visible impact from participation, that are important from their perspective as it pertains to engagement. These and other related aspects will be fleshed out through the interviews. The anonymity and confidentiality of the participants will be ensured through the UIC Institutional Review Board that protects human subjects participating in research. Participants will be solicited to the interviews by the evaluation team members with support from CMAP staff. It is expected that the participation will be entirely up to the individual/organization and will be on a voluntary basis.

Evaluation Process

① Pre-Intervention Phase

The pre-intervention phase includes interviews with the community groups included as part of this study. The representative nature of the participants as outlined in the RFP will determine the generalizability of the findings from the evaluation. The evaluation team anticipates working closely with the project team and CMAP staff in the beginning stages of the project to minimize any gaps in representation either by type of participant, the area of the region, or the disadvantaged population groups that need representation.

The objectives of the pre-intervention interviews are three-fold: (1) to provide a clear understanding for the research team about the current processes, procedures, and hierarchy associated with the engagement with CMAP and its various planning and policy efforts; (2) to set the benchmark (pre-intervention audit) for studying the impact of the payments in bringing about a change in approach different from the currently established processes; and (3) to help inform CMAP staff about the stakeholder understanding so that an appropriate curriculum about the planning process and opportunities can be developed for dissemination to different stakeholders. The curriculum will help educate them about the planning, policy, and decision-making process as well as opportunities that exist with CMAP.

Over the long term, the question of whether the community groups have capacity or can build capacity to be actively engaged is a more important metric to monitor. The evaluation team will try to ascertain this complex issue during the interviews, but it may not be immediately verifiable. The interviews will be clustered based on the length of the intervention (one time, short-term, long-term, continuous, etc.), the method of payments, and the amount of payments and by stakeholder group to ensure adequate variety and representation.

The interview questions likely will be centered on four aspects: (1) Types of opportunities that may exist for engagement (LTA, ON TO 2050, Committee participation, other); (2) The ability of an organization to handle the different phases in engagement — staying active and being engaged; (3) the motivation for community groups to be engaged, in other words understanding what they stand to gain by being engaged and what is important for them; and (4) interaction of the organization and its stakeholders. It is recognized by the evaluation team that a successful engagement can be one where the community groups are actively participating in the process and are engaged throughout (Bobek et al, 2009).

The same set of questions will be asked of every interviewee in order to identify common perspectives as well as significant differences. Apart from these interviews with the community groups, CMAP staff will also be interviewed to obtain their perspective about engagement. This is to identify any gaps in understanding on the part of the community groups as it pertains to the opportunities that exist at CMAP for engagement and could enable CMAP in developing the appropriate curriculum.

② Intervention Phase

After the initial round of interviews, we will observe the intervention and keep track of the process for years 2 and 3. Near the end of year 3, we will start working with the project team and the CMAP staff to refine the interview questions for the community groups.

③ Post-Intervention Phase

The post-intervention phase will include a second round of interviews with the participating community groups and the results of these interviews will be compared against the benchmarking interviews conducted at the beginning to elicit any detectable benefits in terms of the engagement process itself. CMAP staff will also be interviewed to obtain their worldview about the engagement.

The findings will be written up as an evaluation report that will be shared with CMAP and the community groups for their comments before finalizing it. The report will identify implementation challenges, adaptations, and process outcomes. Based on qualitative data and best practices, it will generate recommendations for further institutionalizing community group engagement with CMAP and transportation decision making in the region.

The project team has included several examples of projects representing our work. We have also referenced numerous other projects throughout other sections of this proposal, and are happy to describe these further if helpful. The projects described on the following pages include:

- **CNT: Transportation Equity Network**
- **CNT: Elevated Chicago**
- **Daylight: KABOOM! Equitable Engagement Strategy**
- **Borderless: Buena Vida Choice Neighborhood Plan**
- **UIC: FTA Resiliency Evaluation**
- **UIC: Mobility In and Beyond Communities**
- **UIC: Consent Decree Community Engagement**

In addition, while not exactly meeting the guidance as a relevant project, CNT has included its principles for community group engagement in this section for CMAP's information.

Transportation Equity Network

Team: Center for Neighborhood Technology

Clients: Chicago Community Trust, Energy Foundation,
Chicago Department of Transportation

Period of Performance: 2020

Budget: \$200,000

Contacts:

Mike Davidson
Chicago Community Trust
312.616.8000 ext 116
MDavidson@cct.org

Gia Biagi
Chicago Department of Transportation
Gia.Biagi@cityofchicago.org

One of CNT's newest initiatives, the Transportation Equity Network is a coalition of community groups, equitable transportation advocates, civic organizations, and other stakeholders in Chicago and suburban Cook County who will work with decision-makers to embed racial equity and mobility justice into transportation via community-driven decisions and investments. The network is composed of community-based organizations who represent the needs of people in Chicago and Cook County that have suffered from inequitable transportation access or have been negatively impacted by past decisions; transportation equity advocates, who inspire the group to move toward equitable investments and improved outcomes, while also providing thought leadership along the way; and civic organizations, who support the group through communications, analytics, legislative activities, convenings, event organization, and program delivery. There are now 30 organizational members of the coalition across these categories.

Through the Transportation Equity Network, CNT is building a coalition of community groups, equitable transportation advocates, local leadership, and others to serve as a network of organizations to work with decision-makers to embed racial equity and mobility justice into transportation decisions and investments. Community group representatives hold the majority of leadership positions within the coalition. The network has begun to actively convene members, participate in city, county, regional, statewide, and national forums, respond to requests for assistance and information from community groups or the media, and do real-time opportunistic policy analysis and advocacy, among other activities.

Currently, the Transportation Equity Network is working to develop an organizational structure that positions community-based organizations as decision-makers; understand the impacts of COVID-19 on the transportation system and involve community groups in designing solutions; and advise the Chicago Department of Transportation on strategic planning. Upcoming projects with Cook County and CMAP have also been identified but not yet initiated. CNT serves as the project manager and lead staff for all of these activities. More initiatives will be identified as TEN's work takes off.

Elevated Chicago

Team: Center for Neighborhood Technology

Partners: SPARCC & Elevated Chicago

Period of Performance: 2017 – Present

Budget: \$160,000 in 2020

Contacts:

Roberto Requejo

Elevated Chicago

312.616.8000 ext 249

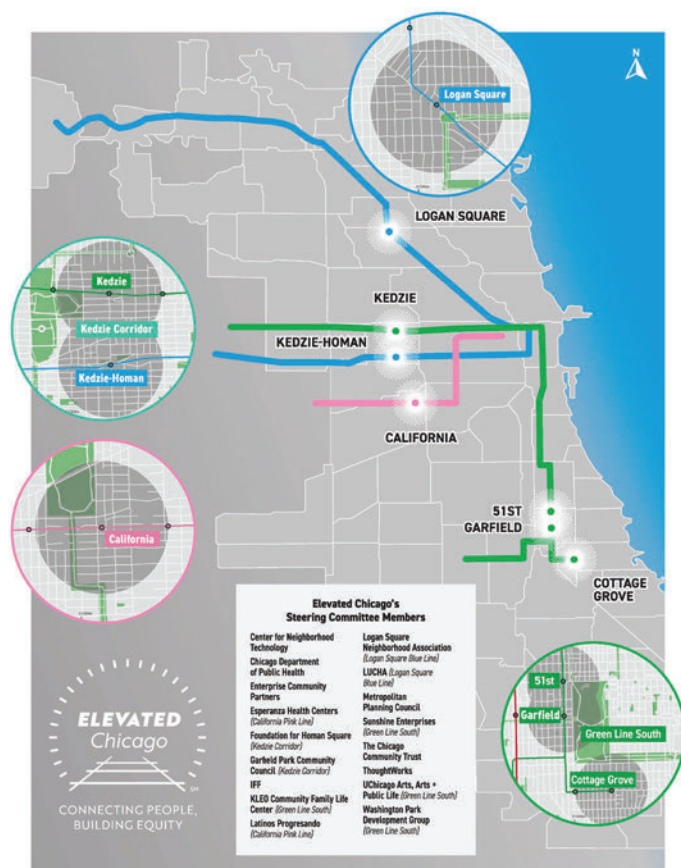
roberto@elevatedchicago.org

CNT is proud to serve as a founding member organization of Elevated Chicago, a partnership committed to transforming the half-mile radius around transit stations into hubs of opportunity and connection across our region's vast transit system. Working together with nonprofits, neighborhood organizations, and charitable foundations, Elevated Chicago is building towards a vision of Chicago that is resilient, sustainable, and livable for people from all walks of life. Elevated Chicago is part of the national Strong, Prosperous, and Resilient Communities Challenge (SPARCC).

From the beginning, equity has been the vision and the value that holds together the organizations of Elevated Chicago. The collaborative has grown from a handful of members to seventeen, with the uniting value of equity central to its mission. CNT is a member of the Steering Committee, and the Systems Change Working Group, focusing on policy changes needed to advance equitable development.

As part of the effort, CNT has worked collaboratively with neighborhood organizations to install community artwork and stormwater management infrastructure at four CTA stations across Chicago, and helped coordinate SPARCC's Rapid Climate Vulnerability Assessment (RCVA) for Elevated Chicago stakeholders to help them identify connections between climate change, health, and equity vulnerabilities, and identify ways to increase resilience to climate change. CNT also has performed EcoDistrict feasibility scans for the areas surrounding the Elevated "eHubs," four areas that encompass the seven target CTA station areas. Through these efforts, CNT aims to address environmental inequities and empower residents to find creative solutions to local vulnerabilities within the city of Chicago.

When homes, offices, retail, and other amenities are located within a half mile from a high-frequency transit stop, people can spend less time and money in transit. CNT takes this a step further: we believe that equitable transit-oriented development (eTOD) can multiply TOD's benefits by boosting household budgets, neighborhood economies, and environmental wellbeing. We created the eTOD Social Impact Calculator to capture those benefits. Now, we continue this work as part of Elevated Chicago, bringing together communities, residents, and organizations. Together, we aim to put the principle of equitable transit-oriented development into practice.



CNT Principles for Equitable Engagement of Community Groups

While not really a sample project like the others included, CNT is sharing its internal principles for equitable engagement of community groups here to demonstrate our philosophy and approach.

CNT affirms that historic policies and development patterns have created persistent systemic inequities in marginalized communities, including disproportionate adverse impacts from climate hazards and other forms of environmental injustice. CNT affirms that equity is both an outcome and a process. Equity requires acknowledging our history and shifting power to those historically and currently excluded from decision-making, so that life outcomes can no longer be predicted by demographic categories. CNT affirms that community members are essential sources of knowledge, power, and solutions to climate change and equitable development. CNT commits to collaborating under the norms established by the Jemez Principles of Democratic Organizing.

① Be Inclusive

CNT needs to challenge the notion that the current systems of the state — the policies, legalese, community engagement methods, timelines — are working. CNT needs to practice and highlight the importance of diversity in thought, not just in show. What thoughts and ideas are we including in our own decision making and in collaboration with others? Are those thoughts incorporated or just listened to cast aside? CNT must expect that we will ruffle feathers with dominant powers and that it is okay because without tension, little thought will be committed to creating change in systems. Ruffling feathers might be saying no to certain collaborations to join other, more aligned collaborations and stating this publicly to conveners to explicate the vision we are working towards.

While developing processes, CNT must recognize that what worked for one community partner might not work for another or even for the same community partner at a different time. CNT will be open to sharing internal process and context to partners, and to learning the same from our partner. At the beginning of a collaborative project, CNT will engage in an open conversation with partners regarding shared commitments and expectations, to which all parties are accountable. CNT will be willing to take risks in terms of project scope, timeline, budget, remembering that value and long-term vision should guide the process, with room

to iterate upon previous decisions. CNT recognizes that these values may impact our political and financial partners (e.g., municipal partners, funders, etc.), and will work to guide these entities towards flexibility and adaptability when participating in a community-based project. This may look like CNT taking lead in projects to show stakeholders how to follow resident opinions.

② Emphasis on Bottom-Up Organizing

CNT must take the time to understand the cultural and sociopolitical context of a community and its community-based organizations before attempting a new project or partnership. We must be aware that multiple community-based organizations may exist within a community and be transparent and foresightful in navigating contexts in which CBOs are not in alignment with each other. We must seek to serve the broader community, in addition to specific organizational partners. We will choose organizational partners that legitimately represent the interests of those community members who are most adversely impacted, and who use a grassroots approach to organizing power and developing policy demands.

CNT will need to gain this community understanding through several approaches. CNT staff will spend time with the people and the places of a community, and begin a formal partnership or process with relationship-building activities. This might include informal meetings with known community leaders and external partners, attending community events as a listener, walking the neighborhood, and/or using a structured approach like power mapping. We must be thoughtful in approaching new potential partners, using systematic processes to evaluate organizational alignment and complementarity, and CNT's ability to provide relevant services to the broader community.

③ Let People Speak for Themselves

CNT will not assume they know who community-based organizations represent without having researched community organizations, showing up to community meetings, and/or speaking to them. CNT will also consider the interests and experiences that we individually represent/benefit from and engage in accountability to ensure that we are shifting the unequal balance of power.

④ Work Together in Solidarity and Mutuality

CNT will consider how the community partners' values and vision for the future complement or align with CNT's. CNT must do more than just provide research and data analysis. CNT needs to think critically about how a partnership with CNT will promote our partner's vision and work. CNT will co-design projects, co-develop funding strategies, and create accountability systems that ensure alignment with our partners.

⑤ Build Just Relationships Among Ourselves

CNT must recognize its own positionality as an organization with a predominantly-white history and white leadership, and how that has and continues to impact organizational culture. This culture may not align to community partners' organizational culture or structure. Therefore, CNT should be open to developing different processes with community partners related to decision-making on projects, funding strategies, etc. CNT must trust and respect the expertise of the community partner, in recognition of them as fellow professionals, concerning their contributions in a collaborative project.

When CNT partners with community organizations and offers subgrants, we will consider what would it mean to treat the community partner as an extension of its own staff, and offer fair and appropriate compensation. CNT's subgrants and co-fundraising strategy will consider the costs and burdens of the project for the community partner, and frame it within their other work and priorities, to ensure that partners are justly compensated.

⑥ Commitment to Self-Transformation

CNT will commit to ongoing self-education and reflection. We will engage in staff and board development that allows us to reflect and grow at the individual level (e.g., addressing implicit bias, ending interpersonal racism). We will also evaluate and improve our behavior as an organization (e.g., identifying and ending any discriminatory internal practices, working against systemic practices which disadvantage marginalized communities), and how we respond to critique and feedback. This will require us to periodically audit our practices and outcomes, develop protocols and checklists to overcome unconscious/implicit biases, and allow enough time to thoughtfully process our decisions, before, during, and after projects.

CNT does not expect that only the outreach manager will get to know the community, but that everyone relevant to the project will learn more about the community they are working in. Across partners, CNT staff will spend time at joint meetings to get to know each other to contribute to a shared understanding of flexibility, respect, and creativity.

Equitable Community Engagement Strategy

Team: Daylight & Borderless Studio

Client: KABOOM!

Period of Performance: 2019 – Present

Budget: \$62,050

Contacts:

Roni Rivera

Director of Community Outreach

KABOOM!

RRivera@kaboom.org

Intent on being more responsive to the communities it serves, KABOOM! invited Daylight — based on Lyndon’s previous work writing the Elevated Chicago Community Engagement Principles and Recommendations — to redesign its community engagement strategy around the design and build of playspaces. We started by more deeply understanding the current project “journey” through focus groups and interviews with past community partners, funders, and staff. We found numerous “pain points” across its current practices that needed to shift, from their project staffing structure to the outcomes they used to track progress towards their mission of ending playspace inequity.

We began the strategy development process by (1) redefining organizational values and norms in order to center kids and their communities; and (2) identifying what was fixed and what was flexible in their current workflows and practices. We then defined a new project journey that prioritized (1) recruiting diverse voices to the decision-making table; (2) actively listening to surface community-defined project outcomes; and (3) ensuring community desires and priorities shape decisions. To do this, we added a month-long activation phase to all projects in order to generate buzz around the new playspace and begin recruiting kids and community members to participate in the design phase. We also trained KABOOM! staff in using a new tool for co-defining project outcomes with community members in terms of the process, relationships, and results. Finally, we were able to restructure the community-facing staff to ensure that KABOOM! is better able to build long-term, trusted relationships with community members over the year+ project journey and beyond.

After piloting the new equitable engagement model in Baltimore this past Fall, it will officially launch across all their future playspace design and build projects beginning in 2021. The new strategy is designed to build trust, strive for racial equity outcomes, shift decision-making power to communities, and strengthen their ability to mobilize and engage in future community initiatives. Through this co-design effort, we were successful in evolving KABOOM!’s organizational values and norms, project staffing structure, outcomes for measuring impact, new project timelines and processes, and a diverse toolkit for engaging kids and their communities in accessible and inclusive ways.



Buena Vida Choice Neighborhood Plan

Team: Borderless Studio, Camiros Ltd. (Planning Lead), Community Development Corporation of Brownsville, and [bc]Workshop

Client: Housing Authority of the City of Brownsville (HACB)

Project Area: 150 residential units (13 acres)

Period of Performance: 2016-2018

Budget: \$500,000 (planning)

Contacts:

Carla Mancha
Executive Director
Housing Authority of the City of Brownsville
cmancha@hacb.us

Located adjacent to downtown Brownsville and within walking distance from the United States – Mexico border / International Crossing to the City of Matamoros, the Buena Vida neighborhood is home to this 13-acre public housing site owned by the Housing Authority of the City of Brownsville.

In 2016, the U.S. Department of Housing and Urban Development awarded the Housing Authority and the City of Brownsville a planning grant to redevelop the existing public housing site built in the 1940s into a mixed-income development and urban strategies for 360-acre neighborhood. During this two-year planning process led by Camiros Ltd., we developed in collaboration with residents, community leaders and stakeholders a neighborhood plan guided by the following design and planning principles: leverage and celebrate cultural identity and heritage; create a clear and connected framework for redevelopment; strengthen connections with the neighborhood; promote walkable, active and safe open spaces; and support a healthy, resilient and equitable community.

This planning process included extensive design of community engagement sessions, and collaboration with staff members both of the City of Brownsville other local design and community development groups such as building communities [bc]Workshop and the Community Development Corporation of Brownsville. In addition to designing a new urban framework, this planning process created housing prototypes responsive to local climate (semi-tropical weather) and cultural considerations (100% of the residents in the Buena Vida development are of Mexican descent). The proposed development framework seeks to restore walkability and human scale. The existing site had been designed during the urban renewal era as a mega-block (it combined 8 typical downtown blocks) and its building layout responded to only one orientation/direction without a sense of place or navigation. The open space framework included a central park integrating both hardscape and softscape areas anchored by a new community center facing 14th Street — a main connector in the Buena Vida neighborhood. The signature open space proposed was a promenade or passage “El Paseo” designed as a connection in both directions across the development and a section to be tree-lined and shaded linear park experience. In addition to accommodating more replacement units, the plan proposed mixed use buildings on 14th Street, and linked to the redevelopment of Webb school across the street that had closed recently into a job training campus.



FTA Resiliency Evaluation

Team: P. S. Sriraj, Urban Transportation Center at UIC

Client: Federal Transportation Administration (FTA)

Period of Performance: 2020

Budget: \$348,000

Contacts:

Terrell Williams

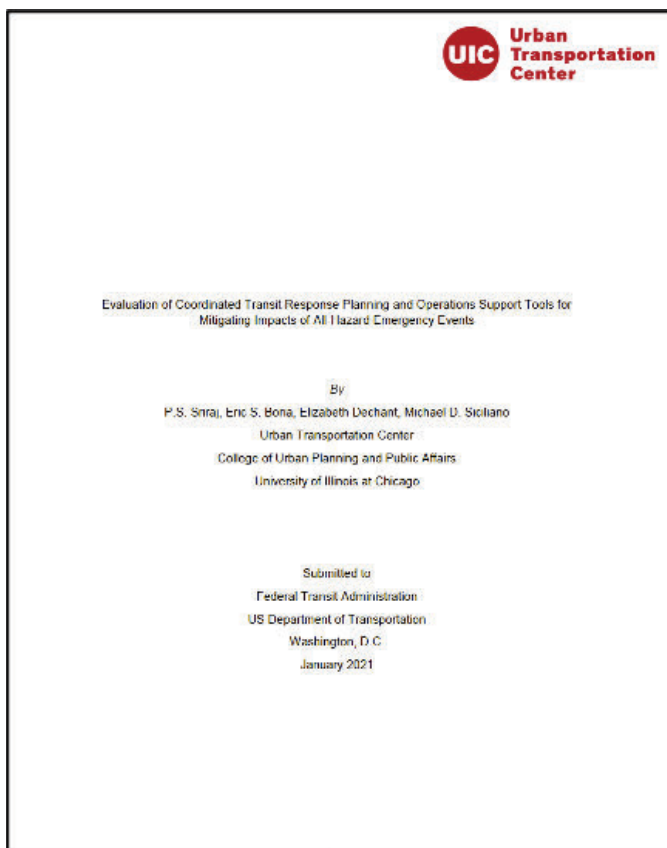
Federal Transportation Administration

202.366.0232

terrell.williams@dot.gov

Due to increasing concern about the resilience of transit and transportation systems to potential disruptions and catastrophic events, a better understanding is needed of the existing state of these systems, their vulnerabilities, and how to improve overall resiliency. This report presents the findings of an evaluation conducted by the Urban Transportation Center (UTC) at the University of Illinois at Chicago (UIC). It evaluates the relevant agencies' need for, and potential use of, a tool being developed by Argonne National Laboratory, named POLARIS, that uses an agent-based model to simulate the impact of disruptive scenarios on transit, transportation, and users of those systems.

The evaluation method employed semi-structured interviews with transit and transportation agencies that operate in the Chicago metropolitan area and emergency management agencies across federal, state, and municipal levels. The evaluation results consist of two parts: One is the evaluation of how the selected agencies envision using the POLARIS tool; The other are the qualitative findings of how these agencies perceive of the existing state of resilience of their system, and all of the interacting systems as a whole, and the recommendations they envision to improve the level of resiliency. The structure of the report follows the outline as presented in the grant application.



**Mobility In and Beyond Communities:
A Qualitative Study of Mobility Justice Issues on the South
and Southwest Sides of Chicago**

Team: Kate Lowe, Urban Transportation Center at UIC

Client: Equiticity

Period of Performance: 2019-2020

Budget: \$33,000

Contacts:

Oboi Reed

CEO

Equiticity

ohei@equiticity.org

773.916.6264

The benefits and burdens of transportation systems are highly inequitable by race and income (Bullard, Johnson & Torres, 2004). With some exceptions (e.g., Boschmann, 2011), studies on transportation inequities by income or race focus on quantitative data and models without centering the perspectives of those experiencing economic hardship and/or structural racism. This report adopts a qualitative approach to examine transportation experiences and perspectives about how transportation unfolds in lived experiences and intersects with individual and community dynamics and ideas, including solutions.

In 2019 and 2020, the research team conducted 11 focus groups and brief surveys with participants (n=120) at five sites on the South and Southwest sides of Chicago. Ten focus groups were conducted in English, and one was conducted in Spanish. Most respondents identified as Black (68%), while 27 percent identified as Latinx and less than 3 percent reported another racial/ethnic identity. Most participants were female (71%) and did not have a four-year college degree (82%). Results demonstrate that low- and moderate-income Black and Latinx residents on the South and Southwest sides of Chicago experience a complex web of transportation and intersecting barriers that make it difficult to travel within and outside of their neighborhoods.

Respondents provided community and transportation system context by discussing the inadequacy of neighborhood transportation infrastructure, concerns with the public transit system's design, reliability, and customer experience, and issues surrounding the proximity of grocery stores and other opportunity sites. They identified transportation barriers, including time and financial costs and personal security concerns. Respondents described how their intersectional identities further shape their mobility experiences. They also explained the individual adaptations they make to overcome their transportation barriers and proposed solutions that address the causes of barriers. Finally, respondents expressed a desire for more input and control over transportation solutions in their communities and described the role that community building and civic engagement can play at bringing about comprehensive change.

Increased transportation investment across modes is vital to address currently inadequate and inequitable transportation systems. However, many of the transportation burdens that respondents identified are hard to capture in conventional models and require non-transportation solutions involving economic development, housing and similar topics. In addition, to address the personal security concerns that inhibit mobility, racial and social justice tenets around just systems transformations must inform security solutions. This study concludes that transportation solutions must look beyond technical transportation interventions alone and focus instead on holistic policies and neighborhood investments.

Consent Decree Community Engagement

Team: Joe Hoereth, Institute for Policy and Civic Engagement at UIC

Client: Illinois Attorney General

Period of Performance: 2018

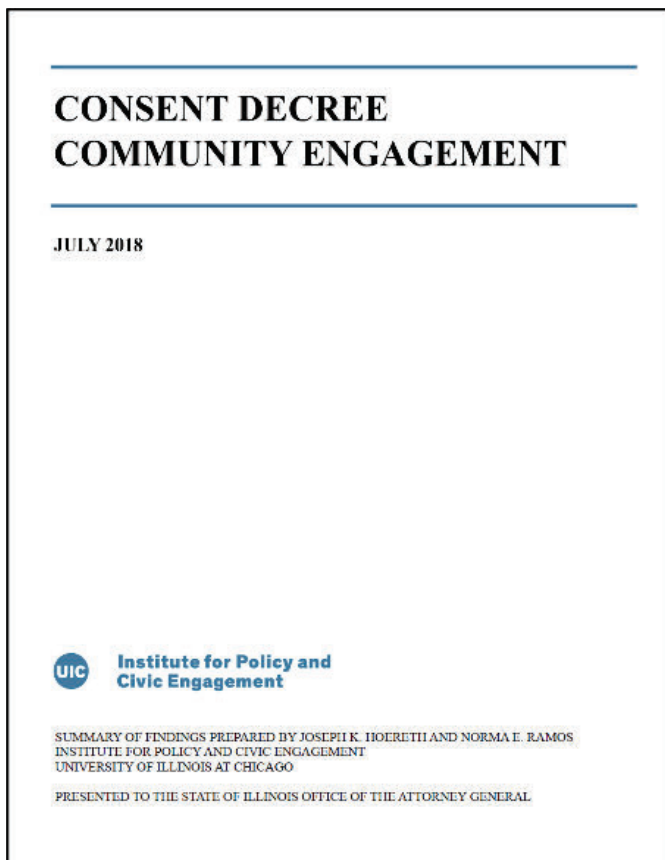
Budget: \$170,000

Contacts:

Stephanie Steines
Assistant Attorney General
Special Litigation Bureau
Office of Illinois Attorney General
443.600.6763

As part of the effort to draft a consent decree on police reform that meets the needs of Chicago's residents, the Illinois Attorney General's Office solicited input from the community through 14 community roundtables held in neighborhoods across the City; small group conversations with diverse communities; paper and online feedback forms available at ChicagoPoliceConsentDecree.org; and an email address and telephone hotline dedicated to police reform.

To assist with this effort, the Attorney General's Office invited the Institute for Policy and Civic Engagement (IPCE) at the University of Illinois at Chicago to develop the plan for and lead the community roundtables and present a summary report of key findings and themes from those conversations and other sources of input. This report summarizes the ideas, concerns and experiences community members shared via the community roundtables, small group conversations, feedback forms and emails. In doing so, this report also provides a voice for those who participated and responded to the Attorney General's Office's request for input.



The following pages contain the team's resumes.

HEIDY PERSAUD

Director, Transportation Equity



PROFESSIONAL EXPERIENCE

CENTER FOR NEIGHBORHOOD TECHNOLOGY (CNT), Chicago, IL

Transportation Equity Director, 2020-Present

- Leads CNT's work to advance transportation equity, including project management, program development, convening of partner organizations, and advocacy

PROGRAM MANAGEMENT AND CONTROL SERVICES, Chicago, IL

CTA Red Purple Modernization Program - Report Oversight Manager, November 2019-April 2020

- Coordinate Red Purple Modernization (RPM) program reporting with the design builder, owner's representative, professional engineering consultants, program manager, and CTA departments
- Assist with public communication and outreach including public meetings, media inquiries, weekly construction notices, branding, social media, and strategic communication planning

CHICAGO METROPOLITAN AGENCY FOR PLANNING, Chicago, IL

Associate Planner, May 2016-October 2019

- Managed development of plans for municipalities and neighborhoods in the Chicago region and assisted with implementation through partnership development, grant applications, and capacity-building
- Oversaw consultant-led plans, projects, and services by developing RFP's and project scopes, reviewing and editing deliverables, invoicing, and managing quality control
- Conducted outreach and communication including public meetings, conferences and forums, website development and social media, customer relationship management, surveys, interviews, and focus groups
- Coordinated with government agencies, community groups, and elected leaders on all Chicago projects

TESKA ASSOCIATES, Evanston, IL

Associate Planner, February 2013-May 2016

- Developed comprehensive, corridor, neighborhood, and quality of life plans in the Chicago region: writing, data collection and analysis, research, illustrations and graphics, outreach, communications content, and social media
- Assisted in preparing assessments/documents for design guidelines, transit-oriented development plans, housing studies, special services areas, and economic development white papers

SPANISH COALITION FOR HOUSING, Chicago, IL

City of Chicago's "Micro Market Recovery Program" Coordinator, September 2012-February 2013

- Identified strategies to keep people in their homes, transform existing vacant or troubled buildings into assets, strengthen neighborhood infrastructure, and executed early interventions to provide financial counseling and mortgage modification services for homeowners
- Created and marketed resources and incentives to induce developers and owners to purchase, rent or sell, and re-occupy foreclosed and vacant properties

EDUCATION

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN, Urbana-Champaign, IL

Master of Urban Planning and Policy

UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN, Urbana-Champaign, IL

Bachelor of Arts in Community Health and Political Science

DREW WILLIAMS-CLARK

Managing Director, Urban Resilience

drewwilliams-clark@cnt.org

(773) 269.4058



PROFESSIONAL EXPERIENCE

CENTER FOR NEIGHBORHOOD TECHNOLOGY (CNT), Chicago, IL

Managing Director, Urban Resilience, 2018-Present

- Oversight and strategic direction of water resilience initiatives, including policy agenda, the award winning RainReady program, and MyRainReady online tool that address urban flooding as a climate equity challenge.
- Implementor and contributor to CNT Equitable Transit-Oriented Development (eTOD) initiatives, including the Elevated Chicago coalition working to advance development without displacement around transit.

CHICAGO METROPOLITAN AGENCY FOR PLANNING, Chicago, IL

Principal Planner, 2007-2015 & 2017-2018

- Direct and manage research team of seven direct reports responsible for analysis and tool development, including flood susceptibility index, economically disconnected areas, and community data snapshots.
- Oversight and strategic direction of agency housing policy and initiatives, including regional Fair Housing and Equity Assessment, regional project-based voucher sharing pilot, and more than 40 municipal housing policy plans.
- Project manager for federally mandated long-range metropolitan transportation plan with highly visible and controversial capital project evaluation.

VILLAGE OF OAK PARK, Oak Park, IL

Principal Planner, 2015-2017

- Update historic human rights ordinance to align protected classes with contemporary progressive norms and enforcement with current industry standards.
- Overhaul and update housing code, licensing, and inspection programs to increase health and safety, compliance, and efficiency.
- Direct a division of three teams, seven staff, focused on housing programs, community development block grants, and property code enforcement.

EDUCATION

UNIVERSITY OF ILLINOIS AT CHICAGO, Chicago, IL

Master of Urban Planning and Policy; Dual Concentrations in Community and Economic Development

INDIANA UNIVERSITY, Bloomington, IN

Bachelor of Arts in Sociology; Minors in Spanish and Non-Profit Management

AMERICAN INSTITUTE OF CERTIFIED PLANNERS

ROBERT DEAN

Chief Executive Officer

bobdean@cnt.org

(773) 917.5898



PROFESSIONAL EXPERIENCE

CENTER FOR NEIGHBORHOOD TECHNOLOGY (CNT), Chicago, IL

CEO, 2018-Present

- Leads the national nonprofit organization known for its innovation in urban sustainability and equity
- Oversees CNT's strategic direction, external relationships, and internal operations.

METROPOLITAN PLANNING COUNCIL, Chicago, IL

Consultant, 2018

- Designed local government capacity-building program, emphasizing cross-jurisdictional service sharing and consolidation as well as intensive assistance to challenged communities
- Led fundraising program with government, foundation, corporate, and individual components

CHICAGO METROPOLITAN AGENCY FOR PLANNING (CMAP), Chicago, IL

Deputy Executive Director for Planning, 2010-2017

- Directed the Local Technical Assistance (LTA) program, which conducted nearly 200 local projects sponsored by local governments and community groups, focusing in lower-income areas
- Managed department of 30 planners, community engagement specialists, and research/analysis experts
- Led external fundraising, securing over \$1M in philanthropic grants and \$6M in government grants

Principal Planner, 2007-2010

- Managed the GO TO 2040 plan, the long-range plan for the Chicago region. Took responsibility for vision development, community engagement, technical analysis, scenario development, and plan writing
- Ensured compliance with federal requirements while creatively addressing a range of topics including community development, housing, sustainability, economic innovation, and governance, among others
- Secured \$1M in philanthropic funding to support work traditionally outside the scope of long-range plans

CITY OF NAPERVILLE, Naperville, IL

Transportation Planner, 2005-2006

- Managed bicycle and pedestrian, paratransit, and commuter parking programs
- Led initiation of new transit service connecting Naperville with nearby communities, analyzed and restructured paratransit service and fare system, and developed data-driven method for issuing commuter parking permits

DUPAGE MAYORS AND MANAGERS CONFERENCE, Oak Brook, IL

Transportation Planning Liaison, 2002-2005

- Served as liaison between regional and state transportation agencies and local governments, and administered local transportation funding program and led implementation of DuPage Area Transit Plan

EDUCATION

CORNELL UNIVERSITY, Ithaca, NY

Master of Regional Planning

UNIVERSITY OF DELAWARE, Newark, DE

Bachelor of Arts in American History

JACKY GRIMSHAW

Vice President, Government Affairs

jacky@cnt.org
(773) 269.4033



PROFESSIONAL EXPERIENCE

CENTER FOR NEIGHBORHOOD TECHNOLOGY (CNT), Chicago, IL

Vice President of Government Affairs, 1993-Present

- Creates and leads multiple initiatives in the areas of public participation in transportation planning, environmental justice, air quality and water quality
- CNT Innovations:
 - FTA Public Transportation Participation Pilot Program: Bridging the Gap. Along with STPP, Ms. Grimshaw co-managed a research project that responded to transportation advocates and public requests to better understand transportation planning and project selection processes.
 - Environmental Justice Accessibility Calculator Web Tool. Ms. Grimshaw was Manager of CNT's subcontract to Morgan State University's FTA Environmental Justice Grant. CNT was responsible for working with the Project Manager in creating a web based tool for the EJ community, transportation and land use planners, community based organizations, and interested members of the public that will create a database including a travel diary of origins and destinations of EJ populations.
 - NSAS/Georgia 400 Study Area Project in Atlanta. Ms. Grimshaw served on the CNT team as a sub-contractor for the Georgia Regional Transportation Authority's Northern Sub-Area Study and the GA 400 Corridor Analyses. These tasks focused on assuring public involvement at key milestones throughout the process and providing analyses of environmental justice issues presented in the study areas with emphasis on documenting the benefits of recommended transportation strategies and determining the equity burden for recommended strategies on environmental justice populations.
 - FHWA Task Orders No. 10 on Public Involvement and for Environmental Justice. Ms. Grimshaw led the CNT team responsible for documenting effective public involvement and assisting in developing electronic public involvement techniques. We contributed to technical studies regarding the definition of environmental justice issues, effective practices, and five of the ten case studies; technical input to the brochure, website and the effective practices.
- Related Community Work:
 - Served on several committees of the Chicago MPO and testified before many state and national bodies on transportation reform and funding issues.
 - Vice Chairman on the Board of the Chicago Transit Authority
 - Member of Transportation and Infrastructure Committee of Mayor-Elect Rahm Emanuel's Transition Team and two TRB Committees-Public Involvement in Transportation and Environmental Justice in Transportation

CITY OF CHICAGO, Chicago, IL

Director, Mayor's Office of Intergovernmental Affairs, 1984-1987; Deputy Treasurer, 1990-1993

EDUCATION

GOVERNORS STATE UNIVERSITY, University Park, IL

Master Requirements Completed in Public Policy

MARQUETTE UNIVERSITY, Milwaukee, WI

Bachelor of Science in Biology

LINDA YOUNG

Chief Operating Officer and
Managing Director, Urban Analytics

linda@cnt.org
(773) 269.4090



PROFESSIONAL EXPERIENCE

CENTER FOR NEIGHBORHOOD TECHNOLOGY (CNT), Chicago, IL

Chief Operating Officer and Managing Director, Urban Analytics, 2007-Present

- Conducts project management and oversees research process and consulting services for CNT's broad range of sustainability research projects related to urban planning, housing and transportation affordability, transit-oriented design, and climate change
- Manages technical team of analysts conducting original research, analysis of large datasets, creation of models, indices and metrics, GIS analysis, and development of web tools to support informed and evidence based decision-making. Includes oversight of CNT technical staff and GIS analysts performing research on urban flooding, including analysts on *The Prevalence and Cost of Urban Flooding: A Case Study of Cook County* and product development team for *MyRainReady*, a website decision-support tool that provides an online home flood risk self-assessment
- Oversees the research team and technical applications of CNT's Housing and Transportation Affordability Index, a groundbreaking tool measuring the effect of urban form and location efficiency on household affordability
- Served as project manager for the technical team on the subcontract to HUD and DOT to develop the Location Affordability Index with associated mapping website and transportation cost calculator
- Served as project manager of the 22-member CNT team conducting research for the City of Chicago's climate action plan, including the development of a greenhouse gas emissions baseline for the city and region, and a portfolio of 33 climate mitigation strategies
- Supervises multi-disciplinary research teams, including periodic consultants

CHICAGO DEPARTMENT OF PUBLIC HEALTH, Chicago, IL

Title I Program Director, 2006-2007

- Directed 52-member community planning body, developed service implementation plan for a nine-county region, and oversaw \$25 million federal Title I grant to 59 delegate agencies to carry out plan

Senior Planning Council Manager, 2003-2006

- Provided staff support for nine-county health services planning council, a diverse community planning body that establishes funding priorities for health care and support services in the Chicago metropolitan area

SELECT PUBLICATIONS

- Haas, Peter, Stephanie Morse, Sofia Becker, Linda Young, and Paul Esling (2013). The influence of spatial and household characteristics on household transportation costs. *Research in Transportation Business & Management*, 7, 14-26
- Center for Housing Policy and Center for Neighborhood Technology. [Losing Ground: The Struggle of Moderate-Income Households to Afford the Rising Costs of Housing and Transportation](#), October 2012

EDUCATION

UNIVERSITY OF MICHIGAN, Ann Arbor, MI

Masters of Urban Planning

Bachelor of Arts in Film/Video Communications

UNIVERSITY OF EASTERN MICHIGAN, Ypsilanti, MI

Masters in Historic Preservation Planning



EXPERIENCE

Daylight **Founder & Principal** 09.2019 – Present

Leading a systemic design practice that empowers systems change across the social impact sector. Working with changemakers to realize transformative impact.

Foresight Design Initiative **Principal** 03.2014 – 09.2019

Working with non-profit and philanthropic partners to collaborate across sectors and drive systems change on complex social issues. Strengthened 8 collaboratives to achieve greater impact, including *Calumet Collaborative*, *Elevated Chicago*, and *Healing Our Waters*.

- + Landing and leading projects that leverage systems thinking and human-centered design including workshop facilitation, design research, stakeholder engagement, coalition building, systems analysis, strategic planning, and organization design.
- + Diversifying the studio's income by building fee-for-service practice, resulting in a 3x growth in our project portfolio.
- + Advancing discourse that promotes new models of cross-sector collaboration among Chicago's philanthropic leaders — including *The Chicago Community Trust* and *MacArthur Foundation* — to drive transformative impact.
- + Conducting research, developing trainings, and propagating lessons on mechanics for sustaining and evolving collective impact initiatives over time.
- + Leading organizational operations: staff mentorship, grant and proposal writing, account and project management.

MacArthur Foundation **Program Consultant** 09.2013 – 02.2017

Co-led the research, framing, strategy development, and insight reporting of a 3-year, \$6M grantmaking program on *Cities, Information, and Governance*. This program advanced the emerging field of urban science by funding *New York University's Center for Urban Science and Progress*, *University of Chicago's Urban Center for Computation and Data*, and the *MetroLab Network*, among others.

- + Built the initial framing and communication strategy to achieve Board approval.
- + Conducted urban science and governance research identifying thought leaders and new approaches to improve planning, management, and governance of cities.
- + As funding came to a close, reviewed key insights and lessons learned from grant portfolio revealing its timely and pivotal field-building importance.

Skidmore, Owings & Merrill **Environmental Strategist** 01.2012 – 09.2013

Built capacity of SOM's urban designers — from Partners to Interns across 8 international offices — to better advocate for and integrate sustainability strategy into urban planning. Directly influenced 6 international city masterplans to be increasingly climate resilient, resource responsible, and resident centered.

- + Created and led an inclusive co-creation process — with designers, engineers, and project managers, called *High Performance Urban Design* methodology — to embed measurable sustainability strategies into all masterplanning projects.
- + Led SOM's organizational change initiative to integrate this methodology into design and client decision-making processes.
- + Conducted urban ecological research to set sustainability principles at each site.
- + Engaged designers in continuing education on building climate resilient cities.

Chicago Dept. of Environment **WRD Environmental Project Manager** 03.2008 – 12.2011

Managed planning, program, and policy initiatives that engaged diverse stakeholders and leveraged the best available science to improve quality of life for all Chicagoans. Advanced Mayor Daley's agenda to be the greenest City in the nation, setting the bar internationally for progressive and innovative sustainability planning, programming, and policymaking.

- + Was awarded \$500K in federal grants to create an innovative residential program that transformed the market for rain barrels and compost bins.
- + Authored the *Chicago Urban Forest Agenda*, to expand the region's tree canopy and help meet greenhouse gas emissions target of *Chicago Climate Action Plan*.

Lyndon Q Valicenti is a **Strategy Consultant** committed to amplifying the power of partners to take a systems approach in tackling complex challenges, to collaborate across sectors, and to manage changemaking efforts in adaptive ways.

LEADERSHIP

- Poder **Vice President of the Board** 01.2016 – Present
- + Building capacity, growing fundraising, and expanding network of Chicago's leading Latinx Immigrant Integration Service Organization.
 - + Led an inclusive 2016-19 strategic planning effort, resulting in focus of limited resources on key actions that have 2x size of Board, expanded grant development by 50% annually, and enabled creation of 2 new leadership positions.

EDUCATION

Master of Public Administration
in Environmental Science & Policy
Columbia University SIPA
New York, New York

Bachelor of Science in Marine Biology
University of California UCSB
Santa Barbara, California

ONGOING EDUCATION

Certificate in Social Impact Design,
Archeworks, Chicago, IL

Leadership for Social Change Training,
Interaction Institute for Social Change
New York, NY

Exercising Adaptive Leadership Training,
i-d Leadership, Chicago, Illinois

FELLOWSHIP

Design Futures Council **40 under 40**
New Leaders Council, Chicago **Fellow**

STEWARDSHIP

Chicago Conservation Corps **Leader**
12.2011 – Present

Openlands **TreeKeeper**
09.2013 – Present

TEACHING

Brown University **Guest Lecturer**
10.2017 – Present

Developed lesson plan, case study, and in-class exercise on systems change for Brown University's *social innovation students*.

Oberlin College **Lead Instructor**
Foresight Prep Summer Program
06.2015 – Present

Developed experiential learning curriculum and led instruction of the *Future of Cities* seminar, a 2-week high school *changemaker accelerator program*.

University of Chicago **Adjunct Faculty**
Graham School
03.2013 – 12.2016

Designed and instructed the *Sustainability Leadership & Change Management* course covering the hard and soft skills required for leading transformative organizational change.

EARLY EXPERIENCE

The Earth Institute, Columbia University **Program Coordinator** 05.2006 – 09.2007

- + Organized 2 *Global Roundtable on Climate Change* convenings of 150+ corporate leaders to build consensus that informed creation of the *Paris Climate Accord*.
- + Developed a successful strategic plan for garnering 240 endorsements for the Roundtable's Joint Statement on a climate policy framework that was presented at the UNFCCC's *Nairobi Climate Change Conference* (COP12).

The World Bank **Researcher** 12.2005 – 05.2006

- + Conducted research on evaluating the role of African carbon sequestration projects in achieving the United Nation's *Millennium Development Goals*, published by *World Bank's Global Classroom*.

National Science Foundation (NSF) **Lab Manager** 12.2004 – 05.2005

- + As part of the *Antarctic Long Term Ecological Research*, supervised 12-hour shift of Dr. R. Ross's lab aboard the *R/V L.M. Gould*.
- + Instructed and managed the successful collection of data on the composition of plankton along the Antarctic Peninsula in effort to document climate change.

Paola Aguirre Serrano

Founding Principal

Education

Master of Architecture in Urban Design
Harvard University, Graduate School of Design

Bachelor of Architecture
Instituto Superior de Arquitectura y Diseño de Chihuahua

Professional Experience

Borderless Studio / Chicago, IL
Principal, 2016–present

The University of Chicago Place Lab / Chicago, IL
Urban Designer and Research Analyst, 2015–16

Skidmore, Owings & Merrill / Chicago, IL
Senior Urban Designer, 2011–2015

Utile, Inc. Architecture + Planning / Boston, MA
Urban Designer, 2011

New York University Office of Campus Strategic Assessment, Planning and Design / New York City, NY
Urban Designer, 2010

Instituto Municipal de Planeación de Chihuahua, Chihuahua City
Project Manager, 2040 Plan Coordinator, 2006–2009

Academic Experience

School of the Art Institute, Department of Architecture,
Int. Architecture + Design Objects
Visiting Artist, 2018–2020
Lecturer, 2016–2018

Washington University, Sam Fox School of Design & Visual Arts
Graduate School of Architecture & Urban Design
Visiting Assistant Professor, 2017

Recognition

2020 – Distinguished Service Award: AIA Chicago
2019 – Contributor – Chicago Architecture Biennial
2019 – Field Leader – Field Foundation Award in Illinois for Leadership in Arts and Social Justice
2018 – Chicago United for Equity Fellow 2019
2018 – Emerging Planner Award: APA – Illinois Chapter
2018 – New City, 50 Design: Who Shapes Chicago
2016 – Impact Design Hub, 40 Under 40.
2015 – Next City Vanguard, 40 Under 40.



Paola Aguirre Serrano is founder of BORDERLESS – Chicago-based urban design and research practice focused on cultivating collaborative design agency through interdisciplinary projects. With emphasis on exchange and communication across disciplines, Borderless explores creative civic design and engagement interventions that address the complexity of urban systems and social equity by looking at intersections between architecture, urban design, infrastructure, landscape, planning and community participatory processes. Paola is an active educator, and currently teaches architecture at The School of the Art Institute of Chicago. Paola received a M. of Architecture in Urban Design from the Harvard School of Design.

She has been acknowledged by Next City Vanguard's 40 Under 40 (2016), Impact Design Hub's 40 Under 40 (2017), Newcity Design 50: Who Shapes Chicago (2018/2020), Emerging Planner Award by the American Planning Association – Illinois Chapter (2018), Field Foundation Civic Leader for Racial Equity (2019), Chicago United for Equity Fellow (2019), and serves as Commissioner of Chicago Landmarks, member of the City of Chicago Cultural Advisory Council, and the Community Advisory Council for The 78 Development Project.

Paola also currently collaborates with a couple of City of Chicago agencies – with the Department of Cultural Affairs and Special Events creating placemaking strategies for how the arts and design community can engage with vendors, market visitors, and neighboring organizations to revitalize and celebrate Maxwell Street Market hundred plus year legacy. Paola is also working with Chicago Park District's Arts and Culture Unit in developing strategies, data resources and designing tools for creative cultural asset mapping to active existing Park District facilities and outdoor spaces while planning for their future as Cultural Hubs in collaboration with their communities.

P. S. SRIRAJ

Director, Urban Transportation Center, UIC

Key Areas:

- ✓ 1: Public transportation systems
- ✓ 2: Equity in transportation
- ✓ 3: **Program Evaluation**
- ✓ 4: Quick Response

YEARS OF EXPERIENCE: 25

EDUCATION: B.E. Civil Engineering
Birla Institute of Technology & Science,
Pilani, India; M.S. Civil, Illinois Institute of
Technology, Chicago, 1995; Ph.D. Civil,
Illinois Institute of Technology, Chicago,
1999

EMPLOYMENT:

UTC, Director, 2016 - Present
Director, METSI, UTC, 2011 - Present
Research Associate Professor, UIC –
2013 – Present; Research Assistant
Professor, 2000 – 2013; Senior Associate,
UTC, 2007 – 2011

Board Member, Illinois International Port
District August 2020 - Present

PROFESSIONAL ACTIVITIES:

Paper Review Coordinator, Transit
Capacity and Quality of Service
Committee, Environmental Justice in
Transportation Committee,
Socioeconomic Factors in Transportation
Committee.

Member, TRB TCQSM, Transit
Management and Performance, Transit
Data.

CUTC Director, Executive Committee,
2017 - Present

Bio

Dr. Sriraj has served as the Director of the Urban Transportation Center at UIC since 2016 and has served as the principal investigator/co-investigator on sponsored projects worth more than \$13 million. He has successfully completed projects of national and regional significance over his 21+ years at UIC for multitude of agencies such as USDOT, FTA, FHWA, FRA, CTAA, NCMM, IDOT, as well as local agencies such as Chicago DOT, Cook County, CTA, Pace, RTA among others. Dr. Sriraj has managed projects involving many researchers and students. Dr. Sriraj has been the principal investigator of projects for USDOT that involved faculty from different universities and covering research areas involving planning, engineering, and data analysis. He has published more than 40 papers and numerous conference presentations and other invited lectures. Dr. Sriraj is a contributing author to two book chapters.

Relevant Project Experience – Projects

Moving CTA into the 21st Century A multi-year research partnership with Chicago Transit Authority to help address different areas of need ranging from data analysis, strategic planning, service planning and on down to operations of bus and rail service, this was instrumental in producing many applied research products in the areas of travel behavior, energy and environment, program evaluation, process evaluation, and safety and security as it pertained to the transit agency.

Evaluation of the Job-Access-and-Reverse Commute

Program: A multi-year research evaluation project aimed at informing the Federal Transit Administration (FTA) about the

efficacies of the JARC program. This involved on-board travel survey at many sites around the country as well as survey of regional planning organizations and other transportation providers.

Developing a framework for evaluating the Return on Investment of High Speed Rail Projects:

Funded by the American Public Transportation Association (APTA), this project was aimed at developing a comprehensive evaluation framework to capture the full return on investment for high speed rail projects in the US. The framework is currently being tested by APTA in a phase II study.

Creation of the Office of Safety and Security of Public Transportation in Illinois DOT Subsequent to the FTA rule-making regarding safety and security oversight of bus transit systems at the state level in 2013, the state of Illinois found itself not in compliance with the new rule. Dr. Sriraj and his team worked on

ensuring that Illinois was certified to be compliant by creating a new office of safety and security oversight within Illinois DOT and ensuring that the criteria for compliance were adequately addressed.

Safety of pedestrians and bicyclists at Rail Highway grade crossings Rail highway at-grade crossings are associated with safety concerns especially for pedestrians and bicyclists. This project looked at the causal factors affecting the safety of users with the help of on-site surveys at many different locations in northeastern Illinois coupled with video recording and analysis of behavior at the same locations. Recommendations were made to IDOT, the railroads, local municipalities as well as to the Illinois Commerce Commission (ICC) about safety improvement interventions (both passive and active).

Evaluation of Simulation tool developed to improve resiliency of the transit system in Northeastern Illinois Argonne National Laboratory (ANL) received a grant from FTA to develop a table-top simulation tool that can be used by transit agencies to improve the resiliency of the transit system. The UIC team worked with ANL to analyze survey of users, help with population synthesis as well as in evaluating the developed tool for FTA.

Data Dissemination of Wisconsin DOT Funded by Wisconsin DOT, this project entailed studying the data dissemination practices of the DOT for different stakeholder groups (with the help of phone interviews and email survey). Recommendations were made to the DOT based on the findings to improve their data dissemination.

Asset Management and MPOs Metropolitan Planning Organizations are charged with developing long-range transportation plans for a region and also to disseminate/program funds through the TIP and through other funding programs such as CMAQ. However, there is little known about the way MPOs influence the management of assets (that are not their own) in a region. This project was aimed at understanding this process with the help of interviews with many different MPOs around the country.

Public Private Partnership - Near Transportation Asset Management Practices Asset management as a science and decision-making approach has been perfected in many industries. This project selected a few private sector industries that have assets similar to those in the transportation industry and analyzed their asset management principles and how they are connected to various aspects of their decision-making. The lessons learned were translated as recommendations to the transportation industry.

Metropolitan Transportation Support Initiative (METSI) An annual grant from Illinois DOT, this initiative has helped develop several projects in the planning, policy, data analysis, and spatial analysis associated with transportation. Ranging from developing an interactive spatial inventory of human service transportation providers, to exploring the financial feasibility of the seniors ride free program for transit in northeastern Illinois, this initiative has helped with technical assistance to communities, policy analysis for government agencies, as well as fundamental and applied research involving data development and analysis for researchers and students.

NAME: Kate Lowe

POSITION TITLE & INSTITUTION: Associate Professor, University of Illinois at Chicago

A. PROFESSIONAL PREPARATION(see [PAPPG Chapter II.C.2.f.\(i\)\(a\)](#))

INSTITUTION	LOCATION	MAJOR/AREA OF STUDY	DEGREE (if applicable)	YEAR (YYYY)
Bard College	Annandale, NY	Cultural Anthropology	B.A.	2000
Clark University	Worcester, MA	Community Development & Planning	M.A.	2006
Cornell University	Ithaca, NY	Community & Regional Planning	Ph.D.	2011

B. APPOINTMENTS(see [PAPPG Chapter II.C.2.f.\(i\)\(b\)](#))

From - To	Position Title, Organization and Location
2019-current	Associate Professor & Director of Undergraduate Studies (Urban Studies Program), University of Illinois at Chicago, Chicago, IL
2015-2019	Assistant Professor, University of Illinois at Chicago, Chicago, IL
2012-2015	Assistant Professor, University of New Orleans, New Orleans, LA
2011-2012	Visting Assistant Professor, University of New Orleans, New Orleans, LA

C. PRODUCTS

(see [PAPPG Chapter II.C.2.f.\(i\)\(c\)](#))

Products Most Closely Related to the Proposed Project

Coren, C. & Lowe, K. (2020). Mobility in and beyond communities: A qualitative study of mobility justice issues on the South and Southwest Sides of Chicago. Report for joint project with the Metropolitan Planning Council and Equiticity. Available at <https://www.equiticity.org/research>

Coren, C. & Lowe, K. (2020). Commuting in context: A qualitative study of transportation challenges for disadvantaged job seekers in Chicago. Report for joint project with the Metropolitan Planning Council and Equiticity. Available at <https://www.metroplanning.org/multimedia/publication/972>

Lowe, K., & Mosby, K. (2016). The conceptual mismatch: A qualitative analysis of transportation costs and stressors for low-income adults. *Transport Policy*, 49, 1-8. DOI: 10.1016/j.tranpol.2016.03.009.

Lowe, K. (2016). Environmental justice and pedestrianism: Sidewalk continuity, race and poverty in New Orleans, Louisiana. *Transportation Research Record*, 2598, 119-123. DOI: 10.3141/2598-14.

Lowe, K. (2014). Commute behavior of and accessibility for low-income workers in Post-Katrina New Orleans. *Transportation Research Record*, 2452, 46-52. DOI: 10.3141/2452-06.

Other Significant Products, Whether or Not Related to the Proposed Project

Lowe, K. (2020, forthcoming). Undone science, funding, and positionality in transportation research. *Transport Reviews*. DOI: 10.1080/01441647.2020.1829742.

Lowe, K., & Acosta-Córdova, J. (2020, November 19). Relieve the burden freight puts on communities of color. *Crain's Forum*. Available at <https://www.chicagobusiness.com/forum-ideas-freight/relieve-burden-freight-puts-com>

Lowe, K. (2019, October 14). Put scooters in their place: Don't let this shiny object distract from Chicago's serious transit issues. *The Chicago Tribune*. Available at: <https://www.chicagotribune.com/opinion/commentary/ct-opinion>

Lowe, K., & Nolan, L. (2018). The costs of compliance: An environmental justice analysis of automobile emissions testing siting in metropolitan Chicago. *Transportation Research Record*, 2672(3), 185-193. DOI: 10.1177/0361198118790618.

D. SYNERGISTIC ACTIVITIES

(see [PAPPG Chapter II.C.2.f.\(i\)\(d\)](#))

Panel member, National Cooperative Highway Research Program, Transportation Research Board, Project 08-122, Metropolitan Planning Organizations: Transportation Partnerships for the 21st Century (2018-present).

Regional Planning and Investments Committee/Transportation Committee, Metropolitan [Chicago] Planning Council (2018-present).

Transportation & Infrastructure Committee, Lori Lightfoot Mayoral Transition (2019).

PhD Travel Award Committee, Association of Collegiate Schools of Planning

Chair (2018-2019)

Member (2013-2017).

Education

Doctor of Philosophy

January, 2004, Rutgers University, Department of Urban Planning

Thesis title: *Community Development Corporations and Intermediary Support: Balancing Resources and Control*. Susan Fainstein, advisor.

Master of City and Regional Planning

December 1997, Rutgers, Department of Urban Planning

Bachelor of Arts, Economics

May 1994, University of California at Berkeley

Research and Professional Experience

November 2008 to Present

Institute for Policy and Civic Engagement, University of Illinois at Chicago

Director (2010- Present)

April 2013 to September 2014

Urban and Public Affairs (UPA) Undergraduate Degree Program, University of Illinois at Chicago

Interim Director (Position held concurrently with IPCE Director)

September 2004 to November 2008

Great Cities Institute, University of Illinois at Chicago

Associate Director

Oct. 2003 to September 2004

Independent Consultant

Sept. 2002 to Sept. 2003

Community Development Associates, Chicago, IL

Associate

Feb. 2000 to Aug. 2002

Loyola University Chicago, Center for Urban Research and Learning (CURL)

Community Research Coordinator

Jan. 1999 to Jan. 2000
Strategy Planning Associates, Schaumburg, IL
Planning Consultant

March 1998 to January 1999
Family Resource Coalition of America, Chicago, IL (Defunct)
Analyst, Technical Assistance Collaborative

May 1996 to Nov. 1998
Center for Urban Policy Research (CUPR), Rutgers University
Research Assistant

Publications and Reports

- _____. *Community Survey Report (November 2019 – February 2020)*. 2020. A Special Report by the Independent Monitoring Team for the Chicago Police Consent Decree. Lead PI on project (Multiple authors). Available at: www.cpdmonitoringteam.com
- Hoereth, Joseph K. and Norma E. Ramos. 2018. *Consent Decree Community Engagement*. Report prepared for Illinois Office of the Attorney General. Available at www.chicagopoliceconsentdecree.org.
- Hoereth, Joseph K., with Katie James, Matthew Sweeney, and Norma Ramos. *On the Table Impact Report*. Prepared annually by IPCE for the Chicago Community Trust, 2014-2017.
- Sweeney, Matthew; Crum, Thea; and Joseph K. Hoereth. 2015. *Chicago Area Leadership Development Scan*. Prepared by IPCE for the Chicago Community Trust.
- Hoereth, Joseph K.; Crum, Thea; and Matthew Sweeney. 2014. *Survey of the Greater Chicago Dialogue and Deliberation Community of Practice*. Prepared by IPCE for the Kettering Foundation.
- Hoereth, Joseph K., 2007. *Community Foundations and Donor Intent: Learning from the Dispute between The Chicago Community Trust and the Searle Family*. Case study prepared for the Case Studies in Philanthropy Project, Philanthropy & Nonprofit Sector Program Loyola University Chicago.
- Hoereth, Joseph K. 2007. *Funding Intermediaries as a Strategy for Local Grantmaking: The John D. and Catherine T. MacArthur Foundation and the Local Initiatives Support Corporation (LISC) Chicago*. Case study prepared for the Case Studies in Philanthropy Project, Philanthropy & Nonprofit Sector Program, Loyola University Chicago.
- Hoereth, Joseph K., 2007. *Julius Rosenwald and the Rosenwald Fund: A Case Study in Non-Perpetual Philanthropy*. Case study prepared for the Case Studies in Philanthropy Project, Philanthropy & Nonprofit Sector Program Loyola University Chicago.
- Hoereth, Joseph K., David Perry, and Dwan Packnett, 2006. *University Employer Assisted Housing:*

- Hoereth, Joseph K., 2003. Comments on "The Politics of Affordable Housing" by David Hamilton, in *Affordable Housing in the Chicago Region: Perspectives and Strategies*, Nyden, Phil, James Lewis, et al., eds. A collaborative project of the Institute for Metropolitan Affairs, Roosevelt University, and Loyola University Chicago, Center for Urban Research and Learning.
- Shanklin, Gerald, Mark McDaniel, and Joseph Hoereth. 2001. *On Solid Ground: Family Support and Sustainable Community Economic Development*. Chicago: Family Support America.
- Hoereth, J. 1998. *Building Community Capacity in Portland*. A Report to the Ford Foundation. New Brunswick, NJ: Center for Urban Policy Research.
- Hoereth, J. 1997. Review of *The Search Conference: A Powerful Method for Planning Organizational Change and Community Action*, by Merrelyn Emery and Ronald Purser. *Journal of the American Planning Association* 63 (Autumn 1997): 537.
- Hoereth, J, with Jim Breagy and Joshua Poremba. 1995. *Revolving Loan Funds: Recycling Capital for Business Development*. Washington: National Council for Urban Economic Development.

Courses Taught

Fall 2016-Current

University of Illinois at Chicago

Adjunct Faculty, Department of Public Administration

College of Urban Planning and Public Affairs

Course Title: Theory and Practice of Civic Engagement

Offered to Masters in Public Administration, this course explored theories of democratic engagement as well as scenario based training of multiple engagement methods including methods for community-building and deliberative democracy.

Spring 2014

University of Illinois at Chicago

Adjunct Faculty, Department of Urban Planning

Course Title: UPA Capstone Course

The capstone was a project-based course in which the students produced a strategic plan for an economic development focused resource center in the North Lawndale neighborhood of Chicago.

Fall 2007

University of Illinois at Chicago

Adjunct Faculty, Department of Public Administration

College of Urban Planning and Public Affairs

Course Title: Non-profit Management

The course covered core principles of effective nonprofit management, specifically strategic planning, financial management, fundraising, and board development.

Spring 2006

University of Illinois at Chicago

Adjunct Faculty, Graduate Program in Public Administration

College of Urban Planning and Public Affairs

Course Title: Non-Profit Management

The course covered core principles of effective nonprofit management, specifically strategic planning, financial management, fundraising, and board development.

Spring 2006

University of Illinois at Chicago

Adjunct Faculty, Department of Urban Planning

College of Urban Planning and Public Affairs

Course Title: Topics in Urban Planning and Policy: Youth Engagement in Planning

The seminar examined potential roles for youth in the urban planning process, models for youth engagement, and the potential impact of youth engagement in planning on civic participation

Fall 2006

University of Illinois at Chicago

Adjunct Faculty, Department of Urban Planning

College of Urban Planning and Public Affairs

Course Title: Economic Analysis for Planning and Management

Topics included consumer behavior, market demand, economics of the firm, market structure, market failures, and policy analysis.

Fall 2002

Northeastern Illinois University

Adjunct Faculty, Department of Political Science, Graduate program

Course Title: Minority Economic Development

Topics included political and economic justifications for targeted economic development, economic base theory, and local economic development strategies.

Presentations/Speaking Engagements

June 2016

Frontiers of Democracy Conference, Tufts University

Quick Shots Panelist, Opening Plenary

Presented on IPCE's survey project related to On the Table, a large public conversations initiative

convened by the Chicago Community Trust

September 2015

UIC Urban Forum

Presented on IPCE's survey project related to On the Table, a large public conversations initiative convened by the Chicago Community Trust

August 2005

Community Land Trusts Conference

Workshop Panelist, University Employer-Assisted Housing

Discussed models of university employer assisted housing

March 2005

Chicago United

Panelist, Race and Business Forum

Discussed demographic trends and how they are affecting labor markets in the Chicago Region.

October 2003

Loyola University Chicago

Discussant, Housing Affordability Research Consortium (HARC) Conference

Prepared comments on the political challenges of developing affordable housing in both urban and suburban contexts. Comments published in *Affordable Housing in the Chicago Region: Perspectives and Strategies*, by the Institute for Metropolitan Affairs at Roosevelt University and the Center for Urban Research and Learning, Loyola University Chicago.

October 1999

Association of Collegiate Schools of Planning Conference, Chicago

Paper Presentation

Presented *The Resource-Control Dilemma: Beginning to Assess the Impacts of Intermediary Support on Community Development Corporations*. The paper outlined the debate that formed the theoretical basis of my dissertation.

Budget Narrative

The budget for this project is complex, so we have broken it down by task below, in addition to the attached budget form. As with many other pieces of this proposal, any aspect of this budget can be changed following discussion and negotiation with CMAP to better match CMAP's priorities.

A few particular notes:

- We have characterized payments to community groups as “stipends” for simplicity of communication, though those might ultimately be called something else. The bulk of stipends to community groups are shown here in Task 3. The \$225,000 included in this task includes \$25,000 as a pilot in the first year of the program, and \$100,000 each in the second and third years. We have not proposed further detail in stipend amounts (in terms of how many groups and how much funding for each), pending the early work in Task 1.
- Also included as stipends is a small set of payments to community groups in Task 1 to be engaged in the design process.
- The portion of the budget devoted to evaluation assumes university sponsorship of the evaluation tasks, as specified in the RFP. The same individuals could be engaged at lower rates if working outside the formal university structure. We can provide more details on alternatives if requested by CMAP.

	CNT	Daylight	Borderless	UIC	Stipends	Total
Task 1	\$15,530	\$28,200	\$3,000	-	\$1,500	\$48,230
Task 2	\$36,100	\$1,800	\$25,200	-	-	\$63,100
Task 3	\$20,330	-	-	-	\$225,000	\$245,330
Task 4	\$2,520	-	\$1,800	\$79,680	-	\$84,000
Project Mgt.	\$11,280	-	-	-	-	\$11,280
Total	\$85,732	\$30,000	\$30,000	\$79,680	\$226,500	\$451,940

Attachment 1 Price Proposal Form

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposal (RFP) RFP 248 - Equitable Engagement Program, dated December 1, 2020, 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 one hundred-eighty (180) calendar days from the proposal due date.

Please enter pricing into the follow matrixes. Costs for hourly rates **must be completed in full**. Please provide additional specifics where possible. Attach additional sheets if necessary. Please complete the form, print, sign, date and attach to each of the printed copies of the RFP Proposal. Please include along with the (1) electronic version of the RFP response on digital media.

If price structure is variable by which of the firm's employees are assigned, please specify the employee billing level, the cost per hour for this level, and the total number hours to be billed at this level. Information for any subcontractors must be included as well.

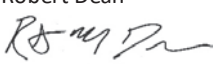
Primary Firm Name:	Center for Neighborhood Technology (CNT)			
	Title	Hourly Rates	Hours on Project	Total Cost (\$US)
Heidy Persaud	Director, Transportation Equity	\$ 124.00	335.00	\$ 41,540.00
Bob Dean	CEO	\$ 173.00	100.00	\$ 17,300.00
Drew Williams-Clark	Managing Director, Urban Resilienc	\$ 128.00	120.00	\$ 15,360.00
Linda Young	COO	\$ 149.00	60.00	\$ 8,940.00
Jacky Grimshaw	VP of Government Affairs	\$ 131.00	20.00	\$ 2,620.00
Stipends, Task 1				\$ 1,500.00
Stipends, Task 3				\$ 225,000.00
Total Cost			635.00	\$ 312,260.00

Sub-Contractor Name:	Daylight			
	Title	Hourly Rates	Hours on Project	Total Cost
Lyndon Valicenti	Founding Principal	\$ 150.00	200.00	\$ 30,000.00
Total Cost			200.00	\$ 30,000.00

Sub-Contractor Name:	Borderless Studio			
	Title	Hourly Rates	Hours on Project	Total Cost
Paoloa Aguirre	Founding Principal	\$ 150.00	200.00	\$ 30,000.00
Total Cost			200.00	\$ 30,000.00

Sub-Contractor Name:	University of Illinois-Chicago			
	Title	Hourly Rates	Hours on Project	Total Cost
P.S. Sriraj	Director, Urban Transportation Cer	\$ 180.00	140.00	\$ 25,200.00
Kate Lowe	Associate Professor	\$ 110.00	60.00	\$ 6,600.00
Joe Hoereth	Director, IPCE	\$ 156.00	150.00	\$ 23,400.00
to be determined	Graduate students	\$ 68.00	360.00	\$ 24,480.00
Costs (please describe)				
Total Cost			710.00	\$ 79,680.00

Total Cost			1745.00	\$ 451,940.00
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Proposer's Authorized Signatory (print):	Robert Dean
Signature:	
Title:	CEO
Company Name:	CNT
Address:	17 N State, Suite 1400, Chicago IL 60602
Telephone Number:	215-990-5323
Date:	1/7/21

The following pages contain the team's required forms.

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

Attachment 1: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

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

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

Bidder/Contactor Center for Neighborhood Technology

Signature 

Name and Title Robert Dean, CEO

Date 12/28/2020

Attachment 2: Bidder Information

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

Firm Name: Center for Neighborhood Technology Contact Person: Robert Dean

Business Address: 17 N State, Suite 1400 Chicago IL 60602

Telephone: (773) 278-4800 FAX: () E-mail: bobdean@cnt.org

Years of Experience: 42

DBE Information

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.

IMPORTANT

All RFP responses without signed and dated Attachment 1 documents will be deemed unresponsive and will not be evaluated.

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

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

CMAA CANNOT LEGALLY ENTER INTO A CONTRACTUAL RELATIONSHIP WITHOUT A VALID, ACTIVE CAGE CODE.

Attachment 3: FTA Certification Regarding Lobbying

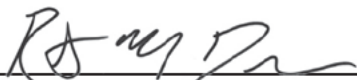
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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



Signature of Contractor's Authorized Official

12/28/2020

Date

Name and Title of Contractor's Authorized
Official:

Robert Dean, CEO

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

Attachment 1: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

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

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

Bidder/Contactor Daylight L3C

Signature *Lyndon Valicenti*

Name and Title Lyndon Valicenti, Founding Principal

Date January 4, 2021

Attachment 2: Bidder Information

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

Firm Name: Daylight L3C Contact Person: Lyndon Valicenti

Business Address: 2522 W. Superior St., Chicago, IL 60612

Telephone: (773)234.4880 FAX: () E-mail: lyndon@wedaylight.org

Years of Experience: 1.25

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture, Etc.: Low-Profit LLC

Organized under the laws of state of: Illinois

Business License No.: N/A Business License Expiration Date: N/A

DUNS No. 117417692 SAM Cage Code: 8HYJ7

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

Lyndon Valicenti

2522 W. Superior St., Chicago, IL 60612

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

Type of <u>Service/Product</u>	Date <u>Completed</u>	Name and Address <u>of Client</u>	Contact Name and <u>Phone Number</u>
<u>Equitable Community Engagement Strategy</u>	<u>Jan, 2021</u>	<u>Roni Rivera, KABOOM!, 4301 Connecticut Ave. NW ML-1, Washington, DC 20008</u>	<u>RRivera@kaboom.org, 202.464.6098</u>
<u>Human-Centered Design Research</u>	<u>Oct 2020</u>	<u>Gina Behnfeldt, Tetra Tech, One Oxford Valley, Ste. 200, Langhorne, PA 19047</u>	<u>Gina.Behnfeldt@tetrattech.com, 215.702.4094</u>
<u>Landscape Review</u>	<u>April 2020</u>	<u>Thane Chastain, Kansas Leadership Center, 325 E. Douglas Ave, wichita, KS 67202</u>	<u>tchastain@kansasleadershipcenter.org, 316.712.4959</u>
<u>Strategic Plan & Community Engagement Strategy</u>	<u>Dec 2020</u>	<u>Daniel Loftus, PODER, 6155 S Pulaski Rd, Chicago, IL 60629</u>	<u>dloftus@poderworks.org, 312-327-3134</u>

DBE Information

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.

IMPORTANT

All RFP responses without signed and dated Attachment 1 documents will be deemed unresponsive and will not be evaluated.

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

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

CMAA CANNOT LEGALLY ENTER INTO A CONTRACTUAL RELATIONSHIP WITHOUT A VALID, ACTIVE CAGE CODE.

Attachment 3: FTA Certification Regarding Lobbying

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
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[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than

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

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



Signature of Contractor's Authorized Official

January 4, 2021

Date

Name and Title of Contractor's Authorized
Official:

Lyndon Valicenti, Founding Principal of Daylight L3C

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


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

Bidder/Contactor BORDERLESS STUDIO LLC

Signature 

Name and Title Paola Aguirre Serrano, Founding Principal

Date January 6, 2021

Attachment 2: Bidder Information

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

Firm Name: Borderless Studio LLC Contact Person: PAOLA AGUIRRE SERRANO

Business Address: 3149 S Morgan St #1, Chicago, IL 60608

Telephone: (773) 270-2195 FAX: () E-mail: paola@borderless-studio.com

Years of Experience: 5

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

Organized under the laws of state of: Illinois

Business License No.: N/A Business License Expiration Date: N/A

DUNS No. 006057511 SAM Cage Code: N/A

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

Paola Aguirre Serrano, Owner

221 E CULLERTON ST #714, CHICAGO IL, 60616

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

Type of <u>Service/Product</u>	Date <u>Completed</u>	Name and Address <u>of Client</u>	Contact Name and <u>Phone Number</u>
<u>Planning / Engagement Services</u>	<u>Nov 2020</u>	<u>Emerald South Economic Development Collaborative (4729 S Drexel Blvd, Chicago, IL 60615)</u>	<u>Ghian Foreman, ghian.foreman@emeraldsouth.org, 773.339.4956</u>
<u>Design Services</u>	<u>Dec 2020</u>	<u>Chicago Park District (541 N Fairbanks Ct, Chicago, IL 60611)</u>	<u>Meida McNeal, Meida.McNeal@chicagoparkdistrict.com, 773.547.6596</u>
<u>Engagement Services</u>	<u>Dec 2020</u>	<u>City of Chicago Department of Cultural Affairs and Special Events (78 E Washington St)</u>	<u>Lydia Ross, Lydia.Ross@cityofchicago.org,</u>
<u>Planning Services</u>	<u>Nov 2018</u>	<u>Elevated Chicago (225 N Michigan Ave, Suite 2200)</u>	<u>Roberto Requejo, roberto@elevatedchicago.org, 773.827.2053</u>

DBE Information

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.

IMPORTANT

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- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
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Signature of Contractor's Authorized Official

January 6, 2021

Date

Name and Title of Contractor's Authorized
Official:

Paola Aguirre Serrano, Founding Principal, Borderless Studio LLC

- c. The transfer of cost from any line item that exceeds 10% of that line item cost of \$1,000, whichever is greater.
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Bidder/Contactor _____ to be completed following confirmation of formal university involvement

Signature _____

Name and Title _____

Date _____

Attachment 2: Bidder Information

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

Firm Name: _The Board of Trustees of the University of Illinois

Contact Person: __Karen McCormack_____

Business Address: __304 AOB, M/C 672, 1737 W. Polk Street, Chicago, IL 60612-7227__

Telephone: (312) 996-2862_____ FAX: (312) 996-9598_____ E-mail: _awards@uic.edu_____

Years of Experience: _____

Type of Firm – Sole Proprietor, Partnership, Corporation, Joint Venture, Etc.:_Public/State Controlled
Institution of Higher Education

Organized under the laws of state of: Illinois

Business License No.: _____Business License Expiration Date: _____

DUNS No._098987217_____ SAM Cage Code:_1YGW1_____

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

Authorized Representative / Official Signing for Applicant: Joanna Groden, PhD, Vice Chancellor for
Research, 310 AOB, M/C 672, 1737 W. Polk Street, Chicago, IL 60612-7227

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

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

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to be completed following confirmation of formal university involvement

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized
Official:
