



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

October 23 , 2012

Subject: Requisition No. B12FT04192 – Request for Proposals for Risk Management Information System and Services for a period of up to 36 months with two one-year options.

Re: Addendum No. 2

Dear Proposer:

Attached please find Addendum No. 2 which modifies information provided in Addendum No. 1. Please take this updated information into account when preparing your proposal. The proposal due date will remain unchanged.

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1465

Due Date: Monday, November 5, 2012

Proposals must be received before 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office, no later than the advertised date and hour for the receipt of the proposals. If the delivery of the proposal is delayed beyond the date and hour set for the receipt of the proposals, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

Ten copies of the Technical section,
Ten copies of the Price Proposal section, and
Four copies of the DBE section are to be provided

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Sincerely,

James Kozicki
General Manager, Purchasing

cc: File

**Request for Proposals
B12OP04192
Addendum #2
Response to Questions**

Question 39 from Addendum #1 has been revised, please see correction below.

Question and Response from Addendum# 1:

Q39. To the extent you have them, please provide examples of the layouts, data dictionaries, or samples of the systems that need to be converted into the RMIS. No samples are necessary for the Sedgwick and Chartis data.

A 39. This information will be provided to the awarded firm.

Revised as follows:

Q1. Mapper requires an initial load of roughly 45,000 claims, it is a onetime data feed, Q39 from Addendum #1, for MAPPER, examples of file layouts, data dictionaries or samples of the system were requested. The answer for Q39 was that this information would be provided to the awarded firm. If there is an expectation for vendors to quote the cost of this task as a fixed price the information above is usually what is needed to provide an accurate estimate of hours.

A1. Revision to Q39 from Addendum #1: Currently CTA's MAPPER system data entry on historical claims is very limited. "Attachment A" contains sample file layouts from the existing MAPPER system.

**The time for questions has passed.
There are no other changes at this time.**

**Request for Proposals
B12OP04192
Addendum #2
Response to Questions**

ATTACHMENT A

File Layout

MAPPER SYSTEM

FILE INFORMATION

CLAIMANT/OPPOSING PARTY

OPPOSING COUNSEL

State of Jurisdiction: IL

Press XMIT to go to next screen

CONSOLIDATED LAW
CLAIM NUMBER INQUIRY

NO MORE RECORDS FOUND--
SYSTEM

INCIDENT INFORMATION

Date: Time: System: Vehicle Number:
Nature of Incident: Source:

Location -- ON: AT:

Garage/Terminal: Police Report Number:

Route Number: Run Number:

CTA Vehicle: DIRECTION OF TRAVEL

POINT OF CONTACT (side:loc)
:

Other Vehicle:

1: :

Type of Injury:

Medicare:

Press XMIT to go to next screen

C O N S O L I D A T E D L A W
CLAIM NUMBER INQUIRY

LNO MORE RECORDS FOUND↔
S Y S T E M

INVOLVED EMPLOYEE INFORMATION

Badge Number: Name:

Position:

Address:

City:

State:

Zip:

Phone:

Seniority Date:

ADDITIONAL INFORMATION

TELEPHONE REPORT:

Press XMIT to go to next screen

CONSOLIDATED LAW SYSTEM
CLAIM NUMBER INQUIRY

DISPOSITION

Transactions:

Claim Number:

Type:

CTA:

Law Number:

Disposition Date: / /

Complaint Filed Date: / /

CLAIM

Clsd: Part: Denied: Clsd w/o Payment: Clsd w/o Collection:

PAID) BI:

PD:

TOTAL:

COLLECTED) BI:

PD:

TOTAL:

JUDGMENT) Paid:

Received:

SETTLEMENT) Paid:

Received:

OTHER:



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
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October 10 , 2012

Subject: Requisition No. B12FT04192 – Request for Proposals for Risk Management Information System and Services for a period of up to 36 months with two one-year options.

Re: Addendum No. 1

Dear Proposer:

Attached please find Addendum No. 1 that answers written questions received by CTA. Please take this information into account when preparing your proposal. The proposal due date will remain unchanged.

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

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James Kozicki
General Manager, Purchasing

cc: File

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Addendum #1
Response to Questions**

Q 1. Licensed User

A1.

Table 1

Number of Users by user group	User Type: System Admins, Full User, Reporting Access, Read Only, Dashboards/Reports Only,
# Technology	(2) Full Access, (3) DBA/System Admin
# Incident Entry Only	5
# Customer Service Reps	5
# Risk Management	5
# Human Resource	5
# Law	50
# Safety	5
# Workers Compensation Claims users	15
# General Liability Claims users	30
# Security	5
# Operations	10
# Finance	5
# 3 rd Parties: outside counsel, brokers, consultants, etc.	5 (Part Time)

CTA anticipates the users will be phased in over a three year period with Year One dedicated to Software/Hardware Set Up, Module Prototyping, Conversion, Test Period, and "Go Live" for CTA events to claims to litigation to disposition.

Table 1.1

Year 1/Phase I	Year 2/Phase 2	Year 3/Phase 3
Event to Claim to Litigation to Disposition	Legal Case Management: Corporate Law and Labor Law	RFP/Contract/Lease Agreement/Right of Entry - Contract, Indemnification and Insurance Tracking
Customer Service	Control Center – Event Interface	External Resource Access
CTA WC	Bus/Rail/Construction/Administration	WC TPA Access
CTA GL	Bus/Rail/construction/Administration	Outside Legal Counsel Access
Sedgwick Real Time Interface		Broker/Insurer Access
Finance		Actuarial Access
Safety & Security		

Q 2. How many users are anticipated needed to access the system? Please breakdown the users as full time users and part time users.

A 2. Refer to Table 1

Q 3. How many users will need access to the system and in what capacity (ie. system admin, full user, and portal, reporting access)?

A 3. Refer to Table 1

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Q 4. Can you tell me how many actual users you will be requiring license for? Users are personnel that are entering information into the system on a daily basis such as adjusters.

A 4. Refer to Table 1

Q 5. Can you please indicate the estimated number of users for the Safety, Operations, Security, Human Resources, Workers Compensation, General Liability, and Legal departments? Can this be broken down by occasional and full-time users?

A 5. Refer to Table 1

Section A Overview:

Q 6. Section A: Please describe CTA's expectation regarding event locations in your system hierarchy. Would the hierarchy include every street address in addition to rail station and bus stop locations?

A 6. Yes. For a potential data source, please refer to the Google Feed Transit Specification (GFTS) @ www.transitchicago.com/developers/gfts.aspx

Q 7. Section A: Is there a phased approach based upon retiring other systems, ROI of specific pieces etc.?

A 7. Yes, See Table 1.1

Q 8. Section A: Please provide additional information regarding ERPHT and MAPPER. What are the functions and how is it used?

A 8. MAPPER is primarily a DOS/Flatfile, data entry facility. The acronym MAPPER stands for: Maintaining, Preparing, and Producing, Executive Reports. All applications developed in MAPPER are business domain specific, but loosely correlate to each other.

Q 9. Section A: Please confirm the following are the required data feeds, and also provide the frequency of updates, if required:

A 9.

Table 2 --- Also see Table 3 for more detailed information

Source	Type of Information (eg, claims, attachments, diaries, litigation, etc..)	Summary or Transactional Details	Updates - Frequency or One-time Only
ERP HR	Employee Information	Employee Database	Real Time
SharePoint	Incident Reporting from Customer Svc	Customer First Call Complaint Center	No Conversion
Mapper	Claims, Diaries, Litigation	Claim Data/Paid Claims	One Time

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Source	Type of Information (eg, claims, attachments, diaries, litigation, etc..)	Summary or Transactional Details	Updates - Frequency or One-time Only
Fast Systems	Bus/Rail Scheduling System		TBD
Excel	TBD		
Access	TBD		
Web Databases	Control Center Events (i.e. BeCs/Scada – incident tracking and systems alerts APEX (Oracle Application Express) – Claims Medicare/Section111 Reporting		TBD One Time
Sedgwick	Claims & Transactions		Real Time
AIG	Claims and Transaction	N/A	No Conversion
Law Bulletin's DM2000	Case Calendaring/Court Docket System	TBD	TBD
Lexis Nexus	TBD		
Interwoven/i-Manage	Claims, Diaries, Litigation/ Document Management	TBD	TBD

Section B System Features

Q 10. Event Reporting

- a) How many people are anticipated to do the online event reporting?
- b) How many fields will be captured through event reporting? Do you have any samples you can send?
- c) Explain section 1 b. iii in greater detail - Event reporting implies reporting new incidents and claims, where does Litigation Case Management fit into Event reporting?

A 10. (a) 10, (b) TBD – See Apex Event Module. May be further determined during Prototyping Data Fields with Proposer, (c) See Response to Question No. 1.

Q 11. Please provide CTA's current incident and near miss incident questionnaires and dependent fields for each coverage?

- a. Who will be entering the incident/near miss data into the RMIS?
- b. Please provide the number of licenses needed for every incident reporting user /alternatively would you rather have anonymous reporting with a generic login?
- c. Are incidents entered by a centralized department – for example just entered by Customer Service or are incidents entered by anyone within the CTA?
- d. Will the existing 311/SharePoint incident system continue to be used and feed into the RMIS or would rather that the RMIS replace 311/SharePoint
- e. How many new Events do you anticipate in a year (include all cover ages and types)?
- f. What types of interfaces do you want within the incident / near miss form?
- g. What types of data need to be pulled in?
- h. What is the frequency for the look ups from these systems?

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- i. ERP - HR Look up and Import. How often would you want the ERP data to be updated in the RMIS
- ii. 311/Sharepoint Customer Service system
- iii. Litigation Interfaces
- iv. Hastus / Scheduling data
- v. FAST / Operator Assignment data
- vi. FA Suite / Work Order data
- vii. Any other interfaces?

A 11. Main question: This information will be provided to the awarded firm. Sub-questions: (a) Customer Service, Risk Management & possibly Claims Video Unit, (b) User Designated reporting is preferred, (c) Others, Customer Service, Claims, each department uses their own application/tool to enter incidents. CTA would expect RMIS system to replace some of the current applications, (d) CTA prefers to eliminate/reduce application duplicity; therefore, RMIS will replace 311/SharePoint. No data conversion is expected to occur, (e) 5,000 estimated, (f) Data entry and population of required reporting form, (g) Historical Data in Phase I (h) Refer to Table 3

Q 12. Please provide a description of any automated email notifications that needs to be sent by the RMIS and the rules for those notifications.

- a) Email notifications to Business Managers within rail or bus
- b) Email notifications to safety or loss control personnel to kick off the root cause analysis
- c) Email notifications to Risk Management, Legal, HR, or any other department
- d) Exports of claim/incident data to Chartis and/or Sedgwick to start claims handling. Are there rules for which claims go to which TPA/Carrier?

A 12. Automated message generation and rules to be determined.

Event Reporting

Q 13. Section B: Regarding system interface with other departments, can the interface be conducted via web services? Will the CTA IT group work with the selected vendor on defining, building and testing web services?

A 13. System interfaces will run with CTA's concurrent file transfer method, FTP.

Q 14. Section B,1,iii: What Litigation specific interfaces are required with external resources?

A 14. This question is not germane to this procurement.

Q 15. Event Reporting - please explain the users accessing the Event Reporting System, and provide any existing "scripts" for collecting this data.

Also, please confirm interface requirements to third parties (daily claim feed to Sedgwick, feeds to litigation system, etc.)

A 15. Refer to Table 3.

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Q 16. Regarding incident reporting, please advise if the data collection and processing of incidents is part of the TPA process, or if the CTA staff are required to capture incident data in a system, or on paper. (Please outline the incident reporting process).

A 16. Information is captured on paper. Data entry is performed from the paper source.

Accident Exposure:

Q 17. Bullet point 2.b. Medicare/Medicaid SCHIP MMSEA reporting - Will CTA be the reporting agent sending directly to CMS or is a third party used to submit?

A 17. GL – Yes; WC – No, except some dialogue/interface through CTA WC Attorneys.
The CTA has specified “SFTP” as the file transfer method, and submits directly to CMS.

Q 18. Section B,2: Please clarify if CTA will provide the knowledge about IL Dept. of Labor and The Regional Transportation Authority as needed.

A 18. Yes.

Q 19. Section B 2: Please provide sample records and/or data output reports to support requirements 2.b (with the exception of OSHA), 2.e, 2.f, 2.g and 2.h.

A 19. This information will be provided to the awarded firm.

Detailed Financial Structure

Q 20. Section B, 3: What type of formula does CTA use in LDFs calculations? What frequency is desired for the triangles? What are your periods and are there different calendars used?

A 20. Calendar Year. Currently, an actuary prepares LDF; CTA desires Claim Only Loss Triangle Capabilities.

Section C Customer Service

Q 21. The RMIS shall trigger notifications to appropriate personnel on defined criteria based on area, location, route and classification of incident - Is this notification an email? A diary in the RMIS system?

A 21. Currently the notifications are predominantly e-mails, followed with paper documentation. CTA desires to automate at minimum, customer service feedback notifications, which are currently via e-mail.

Section D Implementation and Integration

Q 22. Please clarify statement that Consultant must provide installation of the data.

A 22. Selected vendor is to assist with data prototyping; conversion and integrations from other systems.

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Section E Hardware

Q 23. Is it CTA's expectation that the solution will be delivered as a "local"/in-house solution instead of as a cloud-based, Software as a Service application?

A 23. CTA expects the solution will be delivered as a local or in house solution.

Q 24. Can the vendor provide hardware recommendations and not provide actual hardware? CTA would acquire the hardware and the vendor would provide the installation support. Typically our customers would acquire the required hardware to run the software.

A 24. CTA would acquire the hardware recommendations and the vendor would provide the installation support.

Q 25. Does CTA prefer a quote for a CTA hosted system or is a vendor hosted system preferred? Later in Appendix A it sites In-house Solution as well. Just need to clarify.

A 25. Please provide a quote for a local/in-house system. Please see revised Appendix A attached.

Section F Data Conversion Requirements

Q 26. Please provide the volume of records/KB of data for conversion.

A 26. There's an approximately 20GB, or less, of combined archival and transactional data in MAPPER, IOD, SIS and unstructured data sources. Also refer to Table 3.

Section G Migration of Data – Working on the volume of records for each application

Q 27. Can you please expound on the below requirement. What would an historic view entail? We are trying to understand the difference between items F and G: G. Migration of Data. The application must include a historic view of data to include the previous claims, which will be made available by migrating data from the existing system at the time of product deployment.

A 27. Claims by Calendar Year; claim status, financial disposition, and adjuster notes.

Q 28. Migration of Data - Sources of Claims, Incident and Case data – Please explain why it is important for the data from these systems to populate the RMIS. Also clarify if the RMIS is to replace these incumbent systems or if there will be a schedule of ongoing updates. If the data from the system listed below is not to interface with or be replaced by the RMIS, then please indicate by inserting "No Conversion".

A 28. See Table 3 below for responses.

**Snapshot load – Summary load of data. Each claim is loaded with one amount for paid, incurred, and outstanding. Transactional load – Transactional load of claims data. Each claim is loaded with all transactions for paid, incurred, and outstanding. This is only applicable for data that includes financial information.*

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Table 3

Data Source	Initial Load *Snapshot or Transactional	Historical Record Count	Ongoing Loads *Snapshot or Transactional	Anticipated Annual Volume of new records	Load Frequency, One time means that the new RMIS will replace this system	Coverage Lines or type of data. What RMIS data elements will be populated by this system? Why is this data important to the RMIS?	Effective Dates of the data
Sedgwick Via One	YES	12,000	YES	1,200	REAL TIME	Workers Comp	2003-Current
Chartis Intellirisk	No Conversion						
Mapper – WCLDS, CLDS, LDS, Records Management	YES	45,000	NO	3000	ONE TIME	GL	1998
DM2000 – litigation management	TBD					Case Calendaring	
CTA Law – Excel Labor	TBD						
CTA Law – Excel Labor	TBD						
Legal Precision	TBD						

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Data Source	Initial Load *Snapshot or Transactional	Historical Record Count	Ongoing Loads *Snapshot or Transactional	Anticipated Annual Volume of new records	Load Frequency, One time means that the new RMIS will replace this system	Coverage Lines or type of data. What RMIS data elements will be populated by this system? Why is this data important to the RMIS?	Effective Dates of the data
Access – Crime and Traffic	TBD						
Access – Expense DB	TBD						
Access /Excel/SSI – Safety Loss Control	TBD						
IOD Tracking DB	No Conversion					Injury-on-duty incident tracking for Rail Maintenance.	
Safety Audit Safety Info System (SIS)	TBD					Incident tracking, data analysis	
Hastus – GIRO Scheduling	No Conversion						
FAST (Sapphire Data Ease) – Operator Assignment	TBD					Bus/Rail Operator Assignments	

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Data Source	Initial Load *Snapshot or Transactional	Historical Record Count	Ongoing Loads *Snapshot or Transactional	Anticipated Annual Volume of new records	Load Frequency, One time means that the new RMIS will replace this system	Coverage Lines or type of data. What RMIS data elements will be populated by this system? Why is this data important to the RMIS?	Effective Dates of the data
FA Suite Maximus – Work Order	No Conversion						
Access – Insurance Database	No Conversion						
Access - Video Tracking (are videos stored in SharePoint or iManage)	TBD						
311/SharePoi nt Customer Service	No Conversion						
ERP HR	YES	12,000	YES		REAL TIME	Employee Information	REAL TIME
BECS/SCADA	TBD					Incident Tracking and systems alert	
APEX (Oracle Application Express)	YES		NO		ONE TIME	Claims Medicare/Sec tion111 Reporting	

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**Section I System Architecture
Reporting Services**

Q 29. Please provide an example of required reports/dashboards that CTA currently produces or would like to produce from the RMIS. What is the frequency of the reports? Who is the audience?

A 29. (a) Periodic reports will be delivered through capabilities of the RMIS. (b) CTA provides reports on an as needed basis, which are predominately Excel spreadsheets. (c) Upper management.

Section K Project Management

Q 30. Training

- a. How many people will need to be trained in these groups for training topics?
- b. Reporting/Dashboards
- c. Claims Management
- d. Audit/ Root Cause
- e. Litigation management
- f. Incident Reporting
- g. Administrator/Advanced Training
- h. Risk Management
- i. Train-the-Trainer

A 30. Total of 20 attendees.

Section N Maintenance and Technical Support

Q 31. Continuous Improvements - The consultant shall provide 60 days annually for continuous improvement. Please clarify this requirement. Are you requesting that the vendor selected provide 60 days of service per year over and above supporting the application?

A 31. Yes.

Q 32. Continuous Improvements- Is it CTA's expectation that 60 annual days (480 hours) of support be including in our proposal?

A 32. Yes.

Attachment A

Q 33. Appendix A: please explain the difference between In-House Professional Services and Hosted Professional Services.

A 33. Appendix A has been revised please see attached revision. CTA is requesting in-house services, the system will be maintained by CTA resource. The reference to hosted services has been removed.

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Attachment B

Q 34. The list of applications in Attachment B, would it be possible to add a column to this list that would indicate 1) If historic data conversion is involved with this application, 2) Whether the use of this application will be replaced by the RMIS, 3) Whether data will be periodically imported from and/or exported to the given application?

A 34. See Table 3.

Q 35. Attachment B Application Interfaces ERP - Please define in greater detail what this interface would include.

- a) RMIS Chartis - What claim types are involved? What is the frequency of this upload?
- b) CTA Customer Service - 311/Sharepoint - Please describe in greater detail what this interface would be? One way or two way interface? How many fields?
- c) RMIS (TPA-Sedgwick) - What lines of business? What is the frequency of this upload? Summary financial information or transactional information? Adjuster notes?
- d) CTA WC - WCLDS Is this where the historical WC data is stored? How many claims are in this database?
- e) CTA GL - CLDS Is this where the historical GL data is stored? How many claims are in this database?
- f) CTA Legal - LDS Mapper - Is this a historical database? How many claims are in this database? What claims data does this contain?
- g) The remaining 20 interfaces listed in attachment B - CTA is requiring a Fixed Price bid - Please provide the following for each interface:
 - i. Purpose of the interface whether the interface is an import, export, or both?
 - ii. How many fields are included in the interface?
 - iii. What formats are required for each?
 - iv. Are file layouts available?
 - v. Due to the amount of interfacing and analysis required, is there any chance of extending the due date?

A 35. (a) Refer to Table 3, (b) Refer to Table 3, (c) Refer to Table 3, (d) Refer to Table 3, (e) This question is not germane to this procurement, (g) (i) Refer to Table 3, (ii) Not currently available, TBD, (iii) Not currently available, TBD, (iv) No (v) No, the solution should be tested, fully functional and in operation within twelve months after Notice-to-Proceed.

Miscellaneous

Q 36. Document Management

- a) Do you anticipate an interface with both Document Management Systems (SharePoint and Interwoven – iManage) or will CTA be using just one document management system going forward?
- b) Are the Videos also stored in either iManage or SharePoint along with the Access/Excel?

A 36. (a) The RMIS application will replace SharePoint and iManage is to be determined, (b) Yes. To be determined if the existing files will be uploaded to new system.

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Q 37. Would you provide a sample of your existing location structure currently preferred by the CTA (our clients usually pull the structure used in their finance system, payroll system or from their TPA).

A 37. Yes

Q 38. Claims Questions - What is the current claims-handling process?

- a) Which claims coverages are handled by external insurance carriers/TPA's and which claims are administered by the CTA internally? Does CTA self-administer the Litigated Liability and EPL only? Who is handling the FELA claims?
- b) Does the RMIS system need to support a payment approval process? If yes, is an Accounts Payable interface needed with ERP? Check payment vouchers?
 - a. Positive Pay
 - b. 1099
 - c. ACH
- c) Will users be setting reserves and saving payment transactions on the claims?
- d) If reserves and payment transactions will be input manually, then please describe the CTA workflow for input and approval?
- e) Does CTA need a Reserve Worksheet?
- f) Does CTA have Custom Claim Form Letters (provide examples)?
- g) Does CTA have Custom Claim Forms (provide examples)?
- h) Does CTA need ISO Indexing?
- i) Does CTA need OSHA Logs: 300, 301, 300A?

A 38. (a) Please refer to the RFP, Section IV Scope of Services, A. "Overview". CTA is not governed by FELA, only WC., (b) Yes, (c) TBD, (d) Process under review, (e) TBD, (f) Yes, being reviewed at this time, (g) Yes, (h) Yes, (i) Not at this time.

Q 39. To the extent you have them, please provide examples of the layouts, data dictionaries, or samples of the systems that need to be converted into the RMIS. No samples are necessary for the Sedgwick and Chartis data.

A 39. This information will be provided to the awarded firm.

Q 40. CMS MMSEA Section 111: Does CTA have more than one RRE?

A 40. Yes.

Q 41. We would assume that there are several exposure values that CTA would like loaded into the RMIS including but not limited to Rides/Month, Fares, Payroll, and Head Count or FTEs. Please list all exposure values that are needed within the RMIS. Will these exposure values be manually input or would you rather use an Excel Values Import tool?

A 41. CTA will provide a sample to the awarded firm.

Q 42. Do you need an Allocation Tool for allocating costs back out to the divisions?

A 42. At minimum, CTA desires to track costs by division. Chargeable allocation methodology is not contemplated at this time.

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Q 43. Would you like a Claims Benchmarking tool that shows the average claim costs of other transportation organizations?

A 43. Benchmarking tools of industry wide loss development trends would be helpful, but not required as a year 1 deliverable.

Q 44. Please describe the reports you need the RMIS to produce for the following sources.

- a. Illinois Department of Labor
- b. Regional Transit Authority
- c. National Transportation Safety Board
- d. Federal Transportation Administration
- e. HIPAA Privacy

A 44. This information will be provided to the awarded firm.

Q 45. Our firm's solution is a native web based application delivered on the Software as a Service (SaaS) model and is offered as a hosted solution only (IE 8 is our standard browser). Is the SaaS model an acceptable infrastructure platform for the CTA?

A 45. The intent of this RFP is to procure a Risk Management Solution that will be support in-house (by CTA resources). Attachment A, which referenced a hosted solution has been revised, please see attached form.

Q 46. Our firm's contracts reflect the specific requirements of hosted solutions that do not appear to be covered under the CTA's procurement contract; we would therefore like to include our contract in part of the contract award negotiations. This includes guaranteed service level agreements based upon key performance indicators not reflected in CTA's broad 5 second maximum response time. Is this an acceptable contract negotiation process for the CTA?

A 46. Please see response to question number 45.

Q 47. We noted a requirement that RFP responses be appended to the contract; we require the opportunity of full discovery discussions and the collaborative development of a Statement of Work that is part of our SaaS solution hosting agreement; we do not include RFP responses as contract attachments as we base responses upon our unilateral understanding of your requirements. Is this an acceptable alternative to the CTA's standard procurement contract?

A 47. Please see response to question number 45.

Q 48. Is the RFP available in a word format to assist with proposer's responses?

A 48. No.

Q 49. Is it possible to get soft copies of the various official forms in the Appendices (i.e. Cost Proposal, Vendor Profile, Vendor Reference, etc.)? This will provide a more readable proposal for CTA staff?

A 49. No.

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Response to Questions**

- Q 50.** On page 13, B, Part 1-9 Financial Background; you state that the Proposers must provide audited financial statements for the past three years. We are not a publicly held company, we are a privately held corporation and do not have audited financials. My question is will we be considered if we cannot provide audited financial statements?
- A 50.** Audited financial statements are preferred by CTA if available. If not available your firm should submit its financial statement to be considered.
- Q 51.** On page 13 of the RFP, it states that The "Part 1 Technical Proposal" section 8 "Financial Background" must include financial statements. Is there a proper way to mark or package our financial information to ensure that the financial information is treated confidentially?
- A 51.** No. You should consult your own legal counsel in regards to what information is exempt from disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., or how best to mark the materials to protect your firm from disclosure pursuant to FOIA. Section 7(1)(g) of the Illinois Freedom of Information Act exempts from disclosure "trade secrets and commercial or financial information obtained from a person or business where the trade secret or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). This exemption could apply to financials submitted to CTA in connection with an RFP response. However, again, you should discuss this with your legal counsel.
- Q 52.** Appendix C states that the CTA DBE goal is 0%. (a) Does that mean that vendors do not need to be a DBE or contract with a DBE to be successful? (b) If you are not a DBE, or contract with a DBE, or have a JV with a DBE, do you still need to include Schedule B, Schedule C, or Schedule D in Exhibit 6 of the RFP response?
- A 52.** CTA encourages DBE participation. Complete and include the DBE forms with your proposal if (1) your firm is a DBE, (2) you plan to use a DBE subcontractor, or (3) you would like to obtain a showing of good faith efforts. However, because the goal is 0%, neither completing the forms nor using a DBE subcontractor is required.
- Q 53.** (a) Is the Bidder List just a requirement for DBE certification as an additional part of Schedule D or does it need to be completed for all Respondents? (b) Does the Gross Receipt range mean the fees received from CTA for their portion of the work?
- A 53.** (a) Please see response to Question No. 52 (b) No, this is the DBE subcontractor's gross receipt.
- Q 54.** The Disadvantaged Business Enterprise requirement states that the DBE participation goal is 0%. The requirement also states that proposer should fill out Schedule C and D. Schedule C is a letter of intent from the DBE. Can you please clarify which schedules must be included with the proposal if, consistent with the goal, no DBE will be utilized?
- A 54.** Please see response to Question No. 52.
- Q 55.** What is the timing for Oral Presentations, Finalized Contract, and Project Start?
- A 55.** No timeline has been finalized.

**Request for Proposals
B12OP04192
Addendum #1
Response to Questions**

NOTE: Appendix A – Cost Proposal Forms has been revised. The reference to price Hosted Services for the Risk Management Information Services has been removed. Please replace the originally supplied pages with the enclosed pages.

**The time for questions has passed.
There are no other changes at this time.**

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

NOTICE OF TIME EXTENSION WITH ADDENDUM TO FOLLOW

Notice is hereby given that the proposals opening date heretofore advertised as Monday, October 15, 2012 has been extended to Monday, November 5, 2012 no later than 3:30 P.M. in the Bid Office, 2nd Floor, 567 W. Lake, Chicago, IL 60661-1498 for the following items:

Req. B12FT04192

Request for Proposals (RFP) for Risk Management Information System and Services for a period of up to 36 months with two one-year options.

For additional information, please contact Iliana Stark, Senior Procurement Administrator, at 312/681-2650.

Any contract resulting from this bid is subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority.

The contractor will be required to furnish certified copies of any and all Insurance Policies required in relation to this contract prior to CTA's execution.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and affirmative action requirements of the Federal Transit Administration and Illinois Human Rights Commission.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

Chicago Transit Authority hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

PLEASE NOTE: Where bids are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery only to the Bid Office before the advertised date and hour for the opening of the bids. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids.

All inquiries should be directed to and copies of bid documents obtained from the Bid Office - 2nd Floor, 567 W. Lake Street, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: David Johnson
Purchasing & Warehousing

October 8, 2012



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

October 5, 2012

Subject: Requisition No. B12FT04192 – Request for Proposals for Risk Management Information System and Services for a period of up to 36 months with two one-year options.

Re: Time Extension with Addendum to Follow

Dear Proposer:

The due date for the subject RFP has changed. The new due date is Monday, November 5, 2012. An addendum containing answers to questions received by CTA will follow. Please take this information into account when preparing your proposal.

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1465

Previous Due Date: Monday, October 15, 2012

New Due Date: Monday, November 5, 2012

Proposals must be received before 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office, no later than the advertised date and hour for the receipt of the proposals. If the delivery of the proposal is delayed beyond the date and hour set for the receipt of the proposals, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

Ten copies of the Technical section,
Ten copies of the Price Proposal section, and
Four copies of the DBE section are to be provided

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Sincerely,

James Kozicki
General Manager, Purchasing

cc: File

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

NOTICE OF TIME EXTENSION WITH ADDENDUM TO FOLLOW

Notice is hereby given that the proposed due date heretofore advertised as Monday, October 1, 2012, has been extended to Monday, October 15, 2012 no later than 3:30 p.m. in the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498 for the following item:

Req. B12FT04192
Request for Proposals (RFP) for Risk Management
Information System and Services for a period of up to 36
months with two one-year options.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Iliana Stark,
Senior Procurement Administrator, at 312/681-2650.

Any contract resulting from this bid is subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and affirmative action requirements of the Federal Transit Administration and Illinois Human Rights Commission.

The contractor will be required to furnish certified copies of any and all Insurance Policies required in relation to this contract prior to CTA's execution.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

Chicago Transit Authority hereby gives notice that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

PLEASE NOTE: Where proposals are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery only to the Bid Office before the advertised due date and hour for the proposals. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The right is reserved to accept any proposal or to reject any and all proposals.

All inquiries should be directed to and copies of the documents obtained from the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: David Johnson
Purchasing & Warehousing

September 26, 2012



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

September 26 , 2012

Subject: Requisition No. B12FT04192 – Request for Proposals for Risk Management Information System and Services for a period of up to 36 months with two one-year options.

Re: Time Extension with Addendum to Follow

Dear Proposer:

The due date for the subject RFP has changed. The new due date is Monday, October 15, 2012. An addendum containing answers to questions received by CTA will follow. Please take this information into account when preparing your proposal.

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1465

Previous Due Date: Monday, October 1, 2012

New Due Date: Monday, October 15, 2012

Proposals must be received before 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office, no later than the advertised date and hour for the receipt of the proposals. If the delivery of the proposal is delayed beyond the date and hour set for the receipt of the proposals, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

Ten copies of the Technical section,
Ten copies of the Price Proposal section, and
Four copies of the DBE section are to be provided

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Sincerely,

James Kozicki
General Manager, Purchasing

cc: File

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

NOTICE OF TIME EXTENSION WITH ADDENDUM TO FOLLOW

Notice is hereby given that the proposed due date heretofore advertised as Friday, September 14, 2012, has been extended to Monday, October 1, 2012 no later than 3:30 p.m. in the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498 for the following item:

Req. B12FT04192
Request for Proposals (RFP) for Risk Management
Information System and Services for a period of up to 36
months with two one-year options.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Iliana Stark,
Senior Procurement Administrator, at 312/681-2650.

Any contract resulting from this bid is subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and affirmative action requirements of the Federal Transit Administration and Illinois Human Rights Commission.

The contractor will be required to furnish certified copies of any and all Insurance Policies required in relation to this contract prior to CTA's execution.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

Chicago Transit Authority hereby gives notice that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

PLEASE NOTE: Where proposals are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery only to the Bid Office before the advertised due date and hour for the proposals. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The right is reserved to accept any proposal or to reject any and all proposals.

All inquiries should be directed to and copies of the documents obtained from the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President
Purchasing & Warehousing

September 10, 2012



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

September 6 , 2012

Subject: Requisition No. B12FT04192 – Request for Proposals for Risk Management Information System and Services for a period of up to 36 months with two one-year options.

Re: Time Extension with Addendum to Follow

Dear Proposer:

The due date for the subject RFP has changed. The new due date is Monday, October 1, 2012. An addendum containing answers to questions received by CTA will follow. Please take this information into account when preparing your proposal.

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1465

Previous Due Date: Friday, September 14, 2012

New Due Date: Monday, October 1, 2012

Proposals must be received before 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office, no later than the advertised date and hour for the receipt of the proposals. If the delivery of the proposal is delayed beyond the date and hour set for the receipt of the proposals, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

Ten copies of the Technical section,
Ten copies of the Price Proposal section, and
Four copies of the DBE section are to be provided

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Sincerely,

James Kozicki
General Manager, Purchasing

cc: File

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

Proposals will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois, 60661-1498, no later than 3:30 P.M. on Friday, September 14, 2012:

Req. B12FT04192,
Request for Proposals (RFP) for Risk Management Information System and Services for a period of up to 36 months with two one-year options.

PROPOSAL GUARANTEE: NONE

Written questions regarding this RFP will be accepted no later than 12:00 p.m., Wednesday, August 29, 2012. You may send written questions to Iliana Stark via e-mail at istark@transitchicago.com.

For additional information, please contact Iliana Stark, Senior Procurement Administrator, at 312/681-2650.

Any contract resulting from this bid is subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and affirmative action requirements of the Federal Transit Administration and Illinois Human Rights Commission.

The contractor will be required to furnish certified copies of any and all Insurance Policies required in relation to this contract prior to CTA's execution.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

Chicago Transit Authority hereby gives notice that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit responses to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

PLEASE NOTE: Where proposals are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery only to the Bid Office before

(2)

the advertised due date and hour for the proposals. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

The right is reserved to accept any proposal or to reject any and all proposals.

All inquiries should be directed to and copies of the documents obtained from the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President, Purchasing &
Warehousing

August 20, 2012



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

August 20, 2012

Subject: Requisition No. B12FT04192 – Request for Proposals for Risk Management Information System and Services for a period of up to 36 months with two one-year options.

Dear Proposer:

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1465

Due Date: Friday, September 14, 2012

Proposals must be received no later than 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office, no later than the advertised date and hour for the receipt of the proposals. If the delivery of the proposal is delayed beyond the date and hour set for the receipt of the proposals, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

Ten copies of the Technical section,
Ten copies of the Cost Proposal section, and
Four copies of the DBE section are to be provided

Written questions regarding this RFP will be accepted no later than 12:00 p.m., **Wednesday, August 29, 2012**. You may send written questions to Iliana Stark via e-mail at istark@transitchicago.com.

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Sincerely,

James Kozicki
General Manager, Purchasing

cc: File



CHICAGO TRANSIT AUTHORITY

REQUISITION NO. B12FT04192

REQUEST for PROPOSALS

For

**Risk Management Information System Solution & Services
for a period of three years with two one-year options.**

Confidentiality and Non-Disclosure: Firms requiring assistance shall contact only Iliana Stark, Sr. Procurement Administrator, at (312) 681-2650 or James Kozicki, General Manager, Purchasing, at (312) 681-2410. Firms, including all team sub-consultants, who contact any CTA personnel, either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified. Prime consultants are required to sign and submit the "RFP Non-Disclosure Statement Contractor" (Appendix L) with the proposal and to require all sub-consultants to submit signed copies of the "RFP Non-Disclosure Statement Sub-Contractor" (Appendix L) with the proposal.

ISSUED BY

**Purchasing Department, Chicago Transit CTA
567 West Lake Street, Chicago, Illinois 60661-1498
Marina Popovic, Vice President, Purchasing & Warehousing
Forrest Claypool, President
Terry Peterson, Chairman**

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ATTACHMENTS

Attachment A Consolidated RMIS Process Flow
Attachment B CTA Applications List

APPENDICES

Appendix A	Cost Proposal
Appendix B	Sample Agreement - Not for Execution
Appendix C	Special Conditions DBE Requirements
Appendix D	Bid Protest Procedures
Appendix E	Certification of Primary Regarding Debarment
Appendix F	Certification of Lower Tier Regarding Debarment
Appendix G	Certification Regarding Lobbying
Appendix H	Certification Regarding A Drug Free Workplace
Appendix I	Disclosure of Ownership
Appendix J	Vendor Profile
Appendix K	Insurance Requirements
Appendix L	RFP Non-Disclosure Statement
Appendix M	Vendor Reference Form
Appendix N	Table of Exceptions
Appendix O	Training Plan Form

I. Background Information

The Chicago Transit Authority (CTA) operates the nation's second largest public transportation system and covers the City of Chicago and 40 surrounding suburbs.

CTA has approximately 2,000 buses that operate over 150 routes and 2,273 route miles. Buses provide about 1.1 million passenger trips a day and serve more than 12,000 posted bus stops. CTA's 1,190 rapid transit cars operate over eight routes and 222 miles of track. CTA trains provide about 500,000 customer trips each day and serve 144 stations. On an average weekday, 1.6 million rides are taken on the CTA.

Chicago is one of the few cities in the world that provides rapid transit service to two major airports. From the downtown area the CTA's Blue Line takes customers to O'Hare International Airport in about 40 minutes and the Orange Line takes customers to Midway Airport in about 30 minutes. When rapid transit is used in combination with the CTA's extensive bus service, the whole world is an easy reach from just about anywhere in the city.

Additional information about the CTA and its services are available at www.transitchicago.com.

II. Introduction

The CTA is soliciting proposals from qualified Consultants for a web-based Risk Management Information System (RMIS). This RFP addresses the CTA's desire to evaluate specialized Consultants for an RMIS system that can provide enterprise risk management capabilities strategically aligned with centralized sharing of data between Customer Service, Safety, Risk Management, Human Resources, Workers' Compensation, General Liability Claims, Law, Operations and Finance.

The CTA's goal is to optimize its ability to identify, evaluate, and implement procedures and programs to manage and monitor its risk of loss across all events that may arise out of bus and rail transit operations. These events may involve employees, property, customers or the general public. Robust data interface capabilities with sophisticated report writing features will be necessary to meet the demands of users within each discipline.

Currently, the CTA has a number of data silos. The collection, conversion and ultimate centralized sharing of integrated loss data cross-functionally for analysis and decision making will be challenging. The incident reporting, data access and utilization of the RMIS system by departments and divisions is anticipated to be structured with security accessibility.

The RMIS selection process is being separated from any other RMIS System utilized through any insurance carrier or Third Party Administrator (TPA) for claims administration purposes. This RFP anticipates the proposer selected will have the capabilities of interfacing the data within those systems into one RMIS System.

Proposers are invited to submit a written proposal to the CTA. A Proposer is expected to provide a high level description of its recommended solution to the CTA's RMIS needs, including design, installation, implementation, integration responsibilities and resources to be provided by the Proposer, as well as responsibilities expected from the CTA throughout the project, which may include training and a live database test by key users from each department.

III. CTA's Technology Environment

- Client Server applications should use Server 2008 or latest for the network operating system whenever possible.
- Client computers should utilize Windows 7 or Windows XP as client application architecture.
- Microsoft Office and MAPI compatible e-mail is the standard for common office applications.
- Microsoft Internet Explorer 8.0 is the standard CTA browser.

IV. Scope of Services

A. Overview

The CTA's goal is to provide a centralized location to input and share data cross-functionally between departments. To remain effective, the system and specific attributes of the system must interface with various departments. Merging of mutually shared data must be interfaced with several outside TPA and insurance companies. The goal requirements of the CTA Departments for the system include:

- The Consultant will be required to assist in building a detailed hierarchy structure for CTA administration and support for both rail and bus transit systems. The hierarchy should be able to drill down from corporate to department to division to facility to event location (i.e. street address, station or other markers), with financial loss buckets for sorting incurred, paid, and total incurred claim costs and related expenses.
- The input fields within each module include an organizational location hierarchy, accident event and exposure data, claims, human resource and property valuation, medical, litigation, safety, and financial management with sort and query and report writing.
- The Consultant will be required to provide assistance in integrating historical data and interfacing future data with the system. Currently, the CTA internally uses ERPHR, Sharepoint, MAPPER, Fast System, Excel, Access, and Web databases to track claims and/or related information. External Web-based data sources include Sedgwick's Via One, AIG Intellirisk, Law Bulletin's DM2000 application and LexisNexis's Legal Precision software. The CTA uses common industry format for converting and exporting data files including, but not limited to, .xls, .txt, and .ffe. The volume of data involved in a conversion is approximately 20,000 claims. The CTA needs to convert the last 10 years' worth of claim history and all claims that are currently in litigation.

B. System Features

The system must be capable of performing financial, actuarial, and trend analysis, including loss trend analysis and loss triangulation reports.

To remain effective, the system and specific attributes of the system must interface with certain other departments. Merging mutually shared data should be interfaced with internal departments; however, accessibility to data must be security-specific by user group.

The system must have the ability to manage all events arising out of CTA operations. Events may include damage to CTA property or equipment and injuries to employees, CTA customers, or the general public.

1. Event Reporting (Online Reporting of Divisions and Field Personnel)
 - a. The when, why, where, how and who was involved in the event, tracked from report of incident through claim and/or litigation process to closure.
 - b. Near Miss, Incidents, and Claims (or adverse events) for all lines of business.
 - i. Workers' Compensation, Auto Liability, General Liability, and Employment Practices.
 - ii. Incident management includes the accident investigation, followed by an assessment of root cause (actions or conditions within the work environment), the nature and extent of the injury(s), the duration of the disability, and an analysis of the financial responsibility incurred by the CTA to handle the case appropriately throughout its claim life from accident onset through conclusion.
 - iii. Litigation Case Management requires tracking and form management from lawsuit notice through litigation closure. Interface with internal and external resources is desired.
2. Accident exposure identification pre loss.
 - a. System capability of collecting data independently and, when applicable, merging data into a single event without generating duplicative reports.
 - b. System capability of collecting data and generating reports to governmental entities or regulatory authorities, including, but not limited to, The Illinois Department of Labor, Occupational Safety and Health Administration (OSHA), The Regional Transportation Authority, the National Transportation Safety Board, The Federal Transportation Administration, HIPAA Privacy, and Security Rules, Section III of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)
 - c. Modules for handling and documenting all aspects of the claim incorporated into insurance coverage categories, i.e., General Liability, Property Liability, Workers' Compensation, Employment Practices, and Auto Liability.
 - d. Trend analysis of potentially unsafe actions or conditions within the work place, including, but not limited to, average claim cost, average lost time, body part, job class, or accident history.
 - e. Analysis of risk transfer through financial or contractual methodology.
 - f. Contractual transfer of obligations to another through risk transfer or risk financial arrangements.
 - g. Corporate evaluation of exposures. Insurance analysis, placement, and premium payment.
 - h. Indemnification and financial obligation of others.
3. A detailed financial structure for analyzing loss development by utilizing loss triangles and loss development factors.
 - a. The system must have the capability to create loss triangles and loss development factors by line of coverage for specific time periods. The information within the system must be available for this type of analysis without manually extracting the information or exporting it to another non-integrated application.
 - b. The financial loss buckets for sorting incurred, paid, and total incurred claim costs and expenses should be independent of one another for report purposes.
 - c. The recoveries (subrogation) financial buckets must recognize true financial accounting for recoveries or credits. Paid amounts must accurately reflect payments issued, while the total incurred amount reflects credits.

C. Customer Service

The RMIS is required to record data related to all events arising out of CTA. The RMIS shall trigger notifications to appropriate personnel based on defined criteria that may include but are not limited to, area, location, route, and classification of incident.

CTA utilizes a 10 code classification process for reporting transit related events. Customer Service provides notification of an event that may evolve into a claim.

D. Implementation and Integration

The Consultant must provide the software solution and perform the installation, implementation and integration of data. The Consultant will work closely with Technology, Customer Service, Safety, Risk Management, Human Resources, Workers ' Compensation, General Liability Claims, Law, Operations, and Finance.

E. Hardware

The Consultant must define the target environment including any hardware required to properly run the RMIS and to meet the performance criteria of the CTA. The Consultant shall provide the system hardware and infrastructure required for the RMIS. The environment must consist of two separate hardware suites for test environment and production environment. The Consultant will work with designated CTA staff to ensure the hardware for each environment is set up and configured.

F. Data Conversion Requirements

The CTA requires accurate conversion of its historical Claim, Safety, and Law databases. The proposer shall convert data from CTA's current systems and various TPA/Insurance systems, including, but not limited to, safety reports, OSHA Reports, claims narrative notes, claims transactional histories, payments, custom data fields, and policy information. Appropriate CTA departments will provide assistance in interpreting and mapping the data, while outside Consultants will provide the selected Consultant with data dictionaries and tables. The CTA requires that the selected Consultant accept primary responsibility for data conversion in an accurate and timely manner to meet mutually agreed-upon conversion and implementation milestone dates. Costs for this service should be carefully considered and outlined in detail by the Proposer in the Cost Proposal (**APPENDIX A**).

Attached as Attachment B are the interfaces of the existing systems.

G. Migration of Data

The application must include a historic view of data to include the previous claims, which will be made available by migrating data from the existing system at the time of product deployment.

H. System Performance

The application must meet the minimum required performance as listed below:

- The application must handle large volumes of data and interface with other systems utilizing the CTA network, without degrading the system response or performance. The proposed application will be used 24 hours, 7 days a week, and 365 days a year.
- The application must acknowledge all user requests within one second and provide results within 5 seconds. A longer response time should be indicated via a percentage status bar or change in UI appearance.
- The application must support and provide dynamic failover capabilities of application data and functionality. The Consultant is expected to assist CTA in defining, configuring and establishing the infrastructure and failover mechanism for the system.

I. System Architecture

1. Data Security

Security is critical. The RMIS is required to secure information and systems against the full spectrum of threats; use multiple, overlapping protection approaches; and address the people, technology, and operational aspects of information systems. Attributes to secure system data should include:

- Application level security to integrate/interface/co-exist with the OS level security, database level security, and network security that is in use at CTA.
- Comprehensive security mechanisms to safeguard access to the applications and integrated database.
- Comprehensive auditing capability to trace activity to an individual user level – record updates, deletion, creation and edits.
- Control access privileges to software functionality, data attributes, and software screens and prevent unauthorized use of data.

2. Reporting Services

The system must have standard reporting capabilities with the option for customization. The RMIS is required to generate and export pre-determined reports in a variety of formats, run queries on demand, export query results as .xml or .xls Excel files or other common industry formats, and save queries for future use. The RMIS must have the ability to interface data with various systems and services within the CTA. The reporting tool must have the ability to select/configure output columns, filter the results, group the results, graph the results, sort the results, or drill down to required granularity by input parameters.

3. Terminology

The User Interface screens, controls and reports must use language and terminology acceptable to CTA, and have the ability to customize the software screen, all captions, messages, and reports to meet CTA industry and business specific terminology wherever requested.

J. Ownership

The database and the contained data of the RMIS is owned by the CTA. Any access to the actual data for updates will be provided on authorization from the CTA. The Consultant shall not reveal any confidential or non-confidential information without prior authorization from CTA.

K. Project Management

1. General Requirements

The Consultant is required to demonstrate the planned project management processes including, but not limited to, project requirements, schedule, cost, risk management, communication management, quality management, contract management, and administration.

2. Communications

The Consultant shall be responsible for ensuring all project milestones and dates are met for the RMIS. The Consultant must develop a realistic schedule, a comprehensive work plan, and a project management and communications approach.

The Consultant must work with the CTA's project manager at regular project meetings and must document project status reports, risk mitigation plans, open and closed issues, accomplishments, milestones, quality control, and meeting notes. The Consultant shall also coordinate and work with a change management team for approvals in baseline changes of scope, cost, schedule and quality.

3. Project Management Tools

The Consultant is required to use project management tools and technology aligned or compatible with those used by the CTA (Microsoft Office, Project Management, Visio and SharePoint 2010). The tools used must be licensed, compatible and versioned similar to the ones used by the CTA. Ideally, the Consultant should provide an online management tool to record project findings – risks, issues, concerns, change management, and bugs, with the ability to generate extensive reports. Both parties should use the same tool to record and monitor project progress. The Consultant will be responsible to maintain the system throughout the project cycle. Post project implementation of data will be owned by the CTA.

4. Testing

The Consultant must create and execute a test plan that verifies all the requirements of the RFP. Success and failures criteria are to be established before the testing occurs. Both the test plan and the success criteria will be subject to CTA approval. Upon test completion, the Consultant shall provide the CTA with a report of all results. Final decision on test pass/fail rests with the CTA project manager.

Testing should cover:

- System Testing: The Consultant must ensure all the components of the systems are working properly and meet business and technical requirements. System testing must also include all reports and imports/exports with other systems. System testing shall be conducted on production systems with artificial data; and
- User Acceptance Test (UAT): CTA users test the usability of the application and its reports.

5. End User Training

The Consultant is required to provide a training plan executed at CTA's location or at a location approved by the CTA. The Consultant is required to train the CTA staff in groups, using the "Train the Trainer" format. The training shall be provided in phases to the project staff and testing staff at the start of user acceptance testing, and provided again to the trainers identified by the CTA post system acceptance. The Consultant will be required to prepare all training materials and provide them in online formats and class room format.

6. Deployment

The Consultant is responsible for the final implementation and installation of the RMIS and must ensure that the system contains all necessary data inputs, ancillary data, configuration settings, and required initial data transfers. The Consultant is required to provide a data readiness checklist for each department and is responsible for compliance before each department is integrated into the system. The Consultant is responsible for deployment of the final RMIS system, following approval testing and acceptance by CTA. The Consultant should recommend a deployment schedule.

L. Project Schedule

Timing is of critical importance to the CTA and the program must be developed on an accelerated time schedule. The solution should be tested, fully functional and in operation within twelve months after Notice to Proceed. Opportunities to condense this timeframe even further should be outlined in the proposals. Proposers should also list specific risks (and mitigation tactics) that arise from the schedule constraints. Final approval of the project schedule will be at the sole discretion of the CTA. Proposers must also provide a milestone deliverables schedule for the system implementation, including proposed earned value of professional services at each milestone. The CTA will review and approve the requirements modifications and implementation plan. Upon acceptance of each milestone, the Consultant will be authorized to submit invoices for payment.

M. Warranty

A one-year warranty is required for the RMIS and each component of the system including any hardware, software, firmware, services, or other services provided after the Go-Live launch date. Should the manufacturer's standard warranty coverage exceed this minimum requirement, said manufacturer's standard warranty shall apply. The Go-Live launch date is defined as the date the RMIS is in deployment post-acceptance of the last department implemented and integrated into the system.

N. Maintenance and Technical Support

The Consultant is required to provide ongoing maintenance and technical support to CTA throughout the term of the contract. The proposer's support shall consist of a variety of technical and administrative areas including, but not limited to, installing and configuring the product, installing and configuring product updates, providing corrections to identified defects, troubleshooting the system, reviewing the generated log, tracing files, and providing solutions for continuous improvements.

The Service Level Requirements are as follows:

Support Mode: Availability of support staff via email, phone or online to provide technical support and assistance to user concerns in a timely fashion. The availability of support staff and technical support staff shall be 24 hours a day, 7 days a week, 365 days a year.

Issue Response Time: Response time in case of **system downtime** should be no longer than 2 hours. A **high priority** issue should be assigned to technical staff within 2 hours with 24 hours turnaround time to identify a solution. A **medium priority** issue should be assigned to technical staff within 24 hours with 72 hours turnaround time to identify a solution. A **low priority** issue must have a turnaround time of 5 days to identify a solution. CTA will determine the level of priority for each issue and may consider the advice of Consultant in making this determination.

Software Management: Any corrections, fixes, upgrades, or enhancement to the software revision should include, but are not limited to, user training when applicable, accompanied with release documentation – what was changed, what was fixed, test cases, and configuration changes.

Service Management: The CTA shall receive monthly reports on the number of support calls taken, categorized by issue priority and the turnaround time taken for identification and closure of the issue. In addition, a dedicated Service Manager as a single point of contact should be identified to deliver monthly service reports, review service improvement actions, review service progress, and address any issues or requests for service changes.

Continuous Improvements: After Go-Live, the Consultant shall provide 60 days annually for continuous improvement of services for the remainder of the term of the contract, including any option years. The time will be used for software customization, user training on client premises, custom reports, or other needs authorized by the CTA. Any days not utilized in any year will be

rolled forward into subsequent year(s) for the term of this agreement, including any option years. Improvements made to the software for other clients should be provided to the CTA for consideration and approval before such improvements are included in the CTA software package. All such additions included into CTA's software package shall be at no additional cost to CTA.

O. Service Level Agreement

The Consultant must include within its Proposal the service levels to which it will perform, the methodology used to measure and report against service levels, and the remedy the Consultant will provide the CTA should such service levels not be satisfied.

Suggested SLAs for uptime of application/software are as follows:

- 99.99% uptime over 24x7x365 basis;
- No individual unscheduled downtime shall exceed 10 minutes; and
- Monthly unscheduled downtime shall not exceed 15 minutes.

P. Transition Management

Transition Management is defined as all activities that facilitate the transition from CTA's existing system to the Replacement System and enable the CTA's departments and users to accept the new technology, processes, system definitions, and hardware through continuous training and roadshows. All the above requirements must be performed by the Consultant, and a plan for such must be included in the Proposal. Proposers should further provide recommendations of best practices to the CTA on solutions to effectively manage the transition.

Q. Source Code Escrow

The Consultant will be expected to enter into a Source Code Escrow Agreement identifying CTA as a beneficiary for all deposited source code placed in an escrow account. The Consultant is responsible for selecting an escrow company and submitting a copy of the agreement with its proposal. All parties providing source code under any awarded contract must be willing to be identified as a depositor and agree to the terms of the Source Code Escrow Agreement.

Other Agencies

Other local government agencies may negotiate their own agreements with the Contractor based on a contract stemming from this solicitation. Other agencies will issue their own contracts directly to the Contractor. Participation by other agencies shall have no adverse effect on the Authority. The Authority will not be responsible for any obligation due from any other agency to the Contractor. The Authority will have no liability for the acts or omissions of any other agency.

V. PROPOSAL REQUIREMENTS

A. Format

Submittals shall be prepared on standard size paper (8 ½" x 11") with removable binding on the left hand side. The proposal shall contain sufficient detail to enable the CTA to evaluate it according to the criteria outlined in **Section VI, Evaluation Process and Criteria**. The CTA may request additional written information and/or oral presentations.

Each proposal is to consist of three parts, each to be bound separately, with removable binding, binder clips, or stapled in the upper left hand corner, as follows:

Part 1 - Technical Proposal (10 copies)

Part 2 - Cost Proposal (10 copies)

Include completed Disclosure of Ownership, Certification Regarding Debarment, Lobbying Certifications, Drug Free Workplace Certification, History of Firms, Insurance, Non-Disclosure Statements, and Vendor Reference Form (**Appendices E – M**)

Part 3 - DBE Proposal (4 copies)

The cover letter must contain a commitment to provide the services described in this RFP. Each cover letter must include the name and address of your company, the requisition number, the project name ("Risk Management Information System and Services"), and the name, title, address and telephone/fax numbers and signature of a representative of the vendor who is authorized to negotiate a contract with the Authority and/or whom we may contact with questions regarding your response.

Proposers should refrain from using expensive materials for their Submittals. All Submittals become the property of the CTA and will not be returned. All costs incurred in the preparation and presentation of the proposal are the responsibility of the proposer. Issuance of this RFP does not commit CTA to pay any cost incurred in the preparation of this proposal. Proposers are advised to adhere to the submittal requirements. Failure to comply may be cause for rejection of the submission. CTA reserves the right to accept or reject any or all submittals or parts thereof, to extend the time for submission of proposals, to negotiate with any or all proposers, and to award a contract to the proposer whose initial proposal is most advantageous to CTA, without further discussion or negotiation.

Additional documents describing the firm should be submitted as separate items. The cover letter lists the due date and time when proposals must be returned.

B. Content

PART 1. TECHNICAL PROPOSAL

This is a technical document which details the firm's understanding of the project purpose, the scope of work, technical work required, and necessary deliverables that must be submitted. The document should include, but is not limited to, the following:

1. Cover Letter

A cover letter should be signed by an official of the firm who is authorized to bind the respondent contractually to the extent of the commitment sought by this RFP. The cover letter must contain a commitment to provide the services described with the personnel specified in the proposal and DBE commitment.

2. Executive Summary

The Executive Summary shall be limited to a brief narrative highlighting the firm's proposal. Please note that the executive summary shall identify the primary vendor including contact name, address, phone number and a valid email address. All subcontractors or partners must also be identified.

3. Response to Implementation Plan

Proposers shall submit a comprehensive implementation plan that details the proposer's implementation methodology and approach to meeting all items listed in Section III Scope of Services described in this RFP.

4. Response to Technical Requirements

The Proposer must include the proposed application architecture for an in-house solution. This section should be in narrative form using diagrams and schematics as appropriate. All hardware and software used for the solution should be listed in the appropriate table in APPENDIX A.

5. Project Management

The Proposer must outline how it intends to manage the development effort. The following components should be addressed:

- **General Requirements:** The Proposer is required to demonstrate the project management processes planned.
 - **Communications:** This section must include a communication approach for how the Consultant proposes to work with and update the CTA project manager. Please describe what information will be communicated, how often, and in what format.
 - **Project Management Tools:** This section must include the tools the Consultant plans to use throughout the project.
 - **Testing:** In order for this project to be successfully transitioned to the CTA, the program must be thoroughly tested and end users trained. The vendor should describe its testing plan, demonstrating how it meets the requirements laid out in the RFP. The test plan will be subject to the review and approval of the CTA.
 - **End User Training:** The Proposer should describe its testing plan, demonstrating how it meets the requirements laid out in the RFP. The table in **APPENDIX O** shall be used to illustrate training activities.
 - **Deployment:** The Consultant should submit its recommended deployment plan.
- 6. Project Plan:** Proposals should include a detailed project plan including all tasks with start/end dates, dependencies, and resources (including CTA resources as applicable) necessary to meet CTA schedule constraints. An approximation of the project completion in chart, such as a Gantt chart, displaying the relevant information should be included. The Proposer must provide a milestone deliverables schedule for the system. Opportunities to condense this time frame even further should be outlined. Proposers should also list specific risks (and mitigation tactics) that arise from the schedule constraints.

7. Qualification and Experience

a) Firm

1. Applicable firm qualifications must be presented in this section covering the Proposer's experience on similar or related engagements including experience, if any, with transit or municipal accounts. Proposers must have at least five years' experience providing RMIS Solution. Proposers must provide three client references for similar projects completed within the last three years, using the attached Vendor References Form provided in **APPENDIX M**. Proposers must be licensed to do business in the State of Illinois.
2. Describe the types of business, enterprise, and risk management information systems available through your organization. Indicate whether services are provided locally/nationally or by a subsidiary organization.
3. Define your Risk Management Information System as provided through your firm's organization to clients.
4. Provide a summary of new and creative products which your firm has recently brought to your clients to improve their RMIS. Advise how the expandability of software and products may be positively adapted to CTA's operations.

b) Staffing

This section must contain the resumes for all personnel who will be involved in the engagement. Proposers must identify their representatives, including the representatives' specialized experience and professional qualifications as they relates to this contract as described in **Section IV. Scope of Services**. At least one of the Proposer's top key personnel must have at least five years of experience in performing work similar to that of this RFP. The CTA reserves the right to request and secure replacement personnel from the firm to substitute for any or all persons previously selected, for any reason. The proposal should be explicit about CTA resource requirements, outlining what time commitments will be required of CTA staff.

8. Financial Background

Each Proposer shall submit information in this section by completing the form attached in **Appendix J**, which asks for high-level corporate and financial data. Documents supporting a firm's and subcontractor(s)' financial stability and ability to perform the contract **must** be included as well. Proposers must provide audited financial statements for the past three years and information pertaining to any past bankruptcy, contract defaults, and violations of any regulatory acts. This information will be used to determine vendor responsibility.

9. Table of Exceptions

The summary must state whether the Proposal does or does not fully comply with the requirements as defined in this RFP and shall provide a detailed list of **exceptions to the RFP, the Sample Contract or other RFP requirements including all exhibits and appendices**. This list must be in table form and must identify the page, section number, provision, and the specific exception, non-conformance and/or substitute language proposed. Failure to identify any specific items of non-compliance will result in CTA assuming compliance. The CTA, at its sole discretion, may reject any exception.

B. Cost Proposal (10 copies)

A Cost Proposal should contain complete details on pricing structure. The firm must recommend a milestone payment plan. Payment structure may consist of bundled and unbundled services throughout the conversion, implementation, roll out, and training aspects of the contract. A Cost Proposal form is included in **APPENDIX A**, which addresses costs associated with the work described herein. This form must be completed. In addition, proposers may propose an alternative pricing model for consideration. A fully completed Cost Proposal must include the following items:

1. Specify payment terms and describe exactly how the fee is determined. Indicate whether you provide your clients with a breakdown of the components of your service including a break out of maintenance and user fees for each of the base three years and the two one-year contract options.
2. Signed copies of all CTA certification forms provided in **APPENDICES E - M**. Additionally, please include completed Disclosure of Ownership and Lower-Tier Debarment Certification forms as required for any proposed subcontractors.
3. The Cost Proposal must be valid for five (5) months from submission date.
4. Competitiveness of Cost Proposal and price will be evaluated separately for overall reasonableness.

C. Disadvantaged Business Enterprise (DBE) Involvement (4 Copies)

Submit four (4) copies of this section separate from the Technical and Cost Proposals. Describe your firm's policy and approach to using disadvantaged firms in order to comply with the DBE Requirements. Complete Schedules B or C, and D, provided in **APPENDIX C - DBE Requirements**, as appropriate. The CTA encourages any team arrangements that will work to benefit this project. If such arrangements are made the Contractor must assume full responsibility for the work performed by all subcontractors.

VI. EVALUATION PROCESS AND CRITERIA

All proposals will be evaluated by the CTA, which reserves the right to make an award or choose not to award to any Proposer, on the basis of greatest benefit to the CTA. The evaluation will be based primarily on the written proposal. However, the CTA may also require oral presentations by those Proposers in the competitive range. All responses will be evaluated by one or more evaluation committee(s). Following the evaluation process the CTA may select Proposers in the competitive range for negotiations.

The CTA reserves the right to reject any or all proposals, or parts thereof, as it deems necessary for any reason. In addition, the CTA reserves the right to make an award to one responsible Proposer whose offer best conforms to the requirements of this solicitation and is most advantageous to the CTA.

In reviewing and evaluating the responses to this RFP, the CTA will consider the following factors, which are listed in the order of their relative importance, beginning with the most important:

1. Ability to perform the requirements of the Scope of Services and provide CTA with a comprehensive risk management solution;
2. Thoroughness of project management approach;
3. Project team's and Proposer's experience with projects of a similar size and nature; and
4. Timeliness of project plan.

Award will be made to the Proposer whose proposal offers the combination of the above criteria and cost offering the best overall value to the CTA. The CTA will compare differences in the technical and management criteria, as stated above, with differences in cost. The CTA is more concerned with obtaining superior technical or management features than with making an award at the lowest overall cost. However, the CTA will not make an award at a significantly higher overall cost in order to achieve slightly superior technical or management features. Cost is not expected to be the controlling factor in the selection of a Proposer for this RFP. The degree of importance of cost as a factor could become greater depending upon the equality of the proposals for the other listed criteria evaluated; where proposals are determined to be substantially equal, total price and other price factors would become the controlling factor.

The CTA retains the right to require additional information including revised pricing information from any Proposer, and to determine the veracity of the information in the proposal. A proposal found to be based on inaccurate or misrepresented information may be dismissed from further consideration.

Firms in the competitive range, in contention for negotiations or award of the contract, may be required to make oral presentations. Failure of a firm to report for an oral presentation will be cause for dismissal of the proposal from further consideration, provided that the CTA has given adequate notice for the Proposer to prepare the oral presentation. However, the CTA is not required to hear a presentation from any Proposer and reserves the right to issue a contract based on the initial proposal submitted without providing any firm an opportunity for oral presentations or negotiations.

After determining which Proposers are in the competitive range, the CTA may conduct negotiations with those Proposers to discuss any deficiencies in their proposal and to ensure that the Proposers fully understand all the requirements of this RFP and have, or can obtain, the required equipment, personnel, materials, insurance, software, hardware, or services. Should negotiations occur, the CTA will issue to those Proposers remaining in the competitive range an invitation to submit a Best and Final Offer (BAFO). The BAFO will reflect the Proposer's final cost/price proposal to the CTA based on all the clarifications to the proposed Scope of Work included in the oral presentation and/or negotiations.

At the conclusion of negotiations, and following receipt of any and all additional materials requested, CTA may determine a relative ranking of Proposers based on an all-inclusive evaluation.

ATTACHMENTS

The following attachments demonstrate a snapshot of CTA's goal to build a Risk Management Information System with Business Enterprise capabilities as a single depository for Risk Management that eliminates redundant data entry ensuring the sharing of accurate data through the collaboration of departments in risk mitigation strategies.

Attachment A Consolidated RMIS Process Flow

Attachment B RMIS Critical System for Integration/Conversion

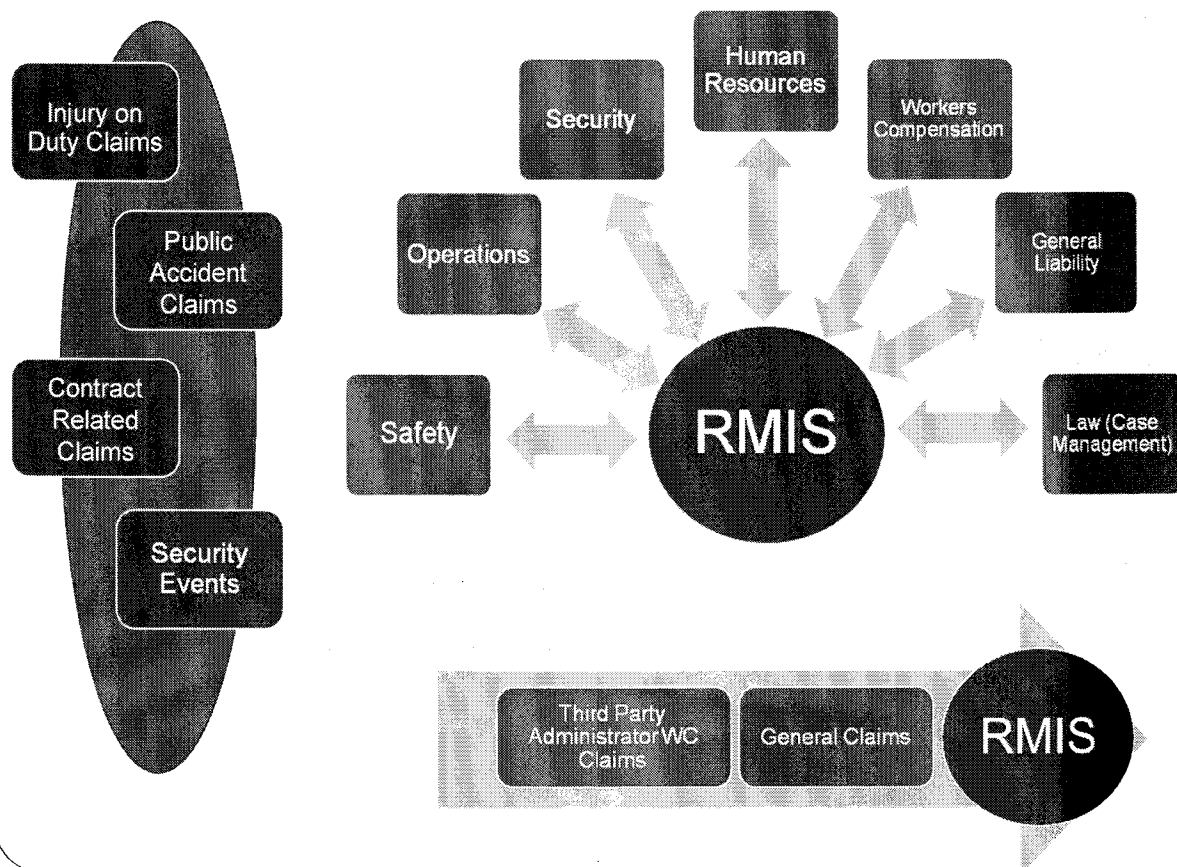
APPENDICES

Appendix A	Cost Proposal
Appendix B	Sample Agreement - Not for Execution
Appendix C	Special Conditions DBE Requirements
Appendix D	Bid Protest Procedures
Appendix E	Certification of Primary Regarding Debarment
Appendix F	Certification of Lower Tier Regarding Debarment
Appendix G	Certification Regarding Lobbying
Appendix H	Certification Regarding A Drug Free Workplace
Appendix I	Disclosure of Ownership
Appendix J	Vendor Profile
Appendix K	Insurance Requirements
Appendix L	RFP Non-Disclosure Statement
Appendix M	Vendor Reference Form
Appendix N	Table of Exceptions
Appendix O	Training Plan Form

Attachment A

Consolidated Risk Management Information System (RMIS)

A single repository will eliminate redundant data entry, ensure accurate data and foster collaboration between departments in risk mitigation strategies



Attachment B

Application	System Name	Modules
ERP	eBusiness Suite (Oracle)	
	Oracle Financials	Accounts Payable / Accounts Receivables/ Fixed Assets
	Oracle HR/Payroll	Human Resources / Payroll/ Advance Benefits
RMIS (CHARTIS)	IntelliRisk	Claims
CTA CUSTOMER SERVICE	311/SharePoint	City/Customer Service
RMIS (TPA - Sedgwick)	Via One	Absence & Claims Mgmt
CTA WC	WCLDS (Mapper)	Claims Mgmt
CTA GL	CLDS (Mapper)	Claims Management
CTA Legal	LDS (Mapper)	
CTA Litigation Mgmt	DM2000	3rd Party Litigation Case Management
CTA Law (Labor/EPL)	Excel	Law/Labor/EPL
CTA Law (Corporate)	Excel	Law/Contracts
Outside Counsel Case Mgt	Legal Precision	
Crime & Traffic Litigation	Access	Litigation FCase Management
Expense DB	Access	
Safety Loss Control	Access/Excel/SSI	Safety
IOD On-Line Tracking System	IOD Tracking DB (php)	Crime and Traffic Case Mgmt
Document Mgt	Interwoven (iManage)	Law Department Vendor Experience
Document Mgt& Workflow	SharePoint	Safety Dept Incident Logs
Microsoft Outlook	Exchange Server Outlook	
OSHA 300	OSHA 300	Law Department
Safety Audit	Safety Audit	Agency-wide 2Q 2010
Operations	FAST, MMIS, Becks, SCADA	Oracle
Scheduling System for Bus and Rail Operations	Hastus (Giro)	Agency-wide 2Q 2010
Bus & Rail Operator Assignment	FAST (Sapphire, DataEase)	Safety
Maintenance Work Order System for Bus & Rail	FA Suite (Maximus)	Safety
Records Mgt	Records Mgt (Mapper)	Bus and Rail Operations
Insurance Database	Access	Bus and Rail Operations
Video Tracking	Access/Excel	Bus and Rail Maintenance
Attachment to RFP 2012 – Risk Management Information System with Business Process Management Suite Integration - the above table lists some, but not all, of the applications running at CTA. These applications are viewed as business critical.		

RMIS Critical System for Integration/Conversion

APPENDIX A

COST PROPOSAL

Appendix A

Cost Proposal Forms

The fixed price for all services, hardware and software as defined in this proposal will be

\$ _____

In-house Solution

This is a fixed fee engagement. Include all project-related expenses in the chart below.

List cost for both in-house and hosted solutions: Hardware, software, installation, implementation, integration, training, ongoing support, licenses, warranty, and maintenance fees. Identify the non-recurring cost & recurring costs.

Breakdown Cost/Fees for In-house Solution

Item	Non-Recurring Costs	Recurring Costs					
		Year 1	Year 2	Year 3	Option Year 1	Option Year 2	Total
Hardware/Software Infrastructure							
Provide line item detail for each piece of hardware and commercially available software included in the scope of work.							
Software Solution							
Hardware							
License, Support, Maintenance, & Warranty							
Be sure to include license, support, maintenance and warranty fees associated with each item listed above.							
Installation, Implementation & Integration Resources							
Itemize all resources used to complete the scope of services, include the specific categories below.							
Training							
Other Costs							
Travel							
Cost of source code escrow/additional deposits							
User fees							
Fees for additional module expansions							
Other Expenses (Explain)							
Summary							
Subcontractor Cost							
Subcontractor Profit							
Total Cost (including subcontractor)							
Total Profit (including subcontractor)							

APPENDIX B

SAMPLE AGREEMENT – NOT FOR EXECUTION

MODEL CONTRACT – NOT FOR EXECUTION

**LICENSE AND PROFESSIONAL SERVICES
CONTRACT**

between the

CHICAGO TRANSIT AUTHORITY

and

for a

**Risk Management Information System
Solution & Services**

**CTA LICENSE AND PROFESSIONAL SERVICES CONTRACT
PART A**

Contract Number: _____

Contract \$ Value: _____

This Contract is made and entered into as of the _____, day of _____ 20__ by and between _____, a [corporation/partnership/company] having its principal place of business at _____ (hereinafter referred to as the "Contractor"), and Chicago Transit Authority, a political sub-division, body politic and separate municipal corporation having its principal place of business at 567 West Lake Street, Chicago, IL 60661 (hereinafter referred to as the "Authority").

WHEREAS, the Authority requires certain licenses to software, as specified herein, and certain technical support, implementation and professional services as hereinafter defined; and

WHEREAS, the Contractor represents and warrants that it is ready, willing, and able to provide such licenses and perform such services in accordance with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

PART A, ARTICLE 1. RECITALS AND DEFINITIONS

1.1 Incorporation of Recitals.

The above recitals are hereby expressly incorporated herein and made a part of this Contract.

1.2 Definitions.

Except as otherwise specified, the abbreviations and definitions applicable to this Contract are provided in PART B, Article 1.

PART A, ARTICLE 2. SCOPE OF SERVICES

2.1 Services and Deliverables.

The Authority hereby retains Contractor to provide the Scope of Services and the licenses described in this Contract and in PART C, Exhibit 1. The Contractor will perform all tasks, responsibilities and submittals identified in the Scope of Services in a satisfactory form, time, and manner, as reasonably determined by the Project Manager. The provisions of the Scope of Services may be amended only with the written consent of the Authority in a writing executed by the General Manager, Purchasing.

When the Scope of Services of this Contract requires the Contractor to prepare Deliverables, the Contractor understands that such items must receive the Authority's review and approval prior to usage and payment therefore, as provided in Section 2.6. Partial or incomplete Deliverables may be provided to the Authority

only when required for a specific and well-defined purpose and when consented to in advance by the Authority. In no event will partial or incomplete Deliverables be considered as satisfying the specific submittal requirements as set forth herein. The delivery of partial or incomplete Deliverables to the Authority will in no way relieve the Contractor of its schedule or cost commitments hereunder.

The parties have attempted to delineate in this Contract and its Exhibits the specific tasks, activities, and Services that shall be performed by Contractor, and the specific Deliverables that shall be provided by Contractor. Nevertheless, and notwithstanding anything to the contrary herein, the parties acknowledge and agree that no such delineation may possibly be entirely exhaustive or complete and that all such delineations shall be interpreted as illustrations of the general types and natures of Services and Deliverables that are to be provided by Contractor, rather than as complete and exhaustive lists of such Services and Deliverables. Notwithstanding anything to the contrary elsewhere in this Contract, the parties agree that the Services to be performed by Contractor shall be deemed to include not only such delineated tasks, activities, and services, but also all labor, materials, equipment, and incidentals as well as all additional, collateral, and incidental work, as required and necessary to complete the Scope of Services and such other tasks, activities, responsibilities, and services as are consistent with and reasonably related to those that are so delineated and are otherwise necessary to provide the Authority with Services meeting the requirements of this Contract, all at no additional cost to the Authority.

In the event the Contractor fails to comply with the standards specified in the Contract, the Contractor will perform again, at its own expense, any and all of the Scope of Services, which were directly or indirectly affected by such failure. Notwithstanding any review, approval, acceptance, or payment for any or all of the Scope of Services by the Authority, the Contractor will be and remain responsible for the professional and technical accuracy of the full Scope of Services required under this Contract. This provision will in no way be considered as limiting the rights of the Authority against the Contractor either under this Contract, in law, or in equity.

2.2 Hosted Applications (if applicable).

Subject to the provisions of this Contract, Contractor will set up in accordance with the Authority's requests and maintain the Applications for the Project Workspaces and Organizational Workspaces for use by the Authority and its Users. Users will be required to agree to Contractor's and the Authority's standard terms and conditions ("User Terms") relating to the Contractor System, a copy of which is attached hereto as PART C, Exhibit 7, provided that such User Terms: i) do not supercede any terms of this Agreement and ii) are in form acceptable to the Authority. The Authority and its authorized Users, will be responsible for obtaining and maintaining at the Authority's and Authorized Users' expense all the necessary computer hardware, software, modems, connections to the Internet and other items required at the Authority's and Authorized Users' premises for the access and use of the applicable Collaboration Site by the Authority and the Users. Attached hereto as PART C, Exhibit 8 is a detailed description of all hardware, operating environment, telecommunications equipment, and other technology necessary to host the Applications, and all information relevant to the configuration thereof, as necessary to fully describe the environment required to operate the Applications in a manner that meets the requirements of this Contract (the "Specifications"). Contractor shall promptly provide an update to the Specifications in writing to the Authority, upon any change in such requirements due to new versions or releases of software or otherwise. Contractor may use, display, reproduce and distribute the Content on the Collaboration Site and related Project CDs/backup tapes used for archival purposes only as provided for in this Contract and may transmit and have transmitted such Content via the world wide web only for the purposes of this Contract. Because Contractor is continuously making enhancements, upgrades and modifications ("Upgrades") to the Applications in order to improve the performance and operation of the Contractor System, Contractor reserves the right to make Upgrades to the Applications from time to time at its discretion; provided, however, that Contractor shall not make any Upgrade that would have an adverse effect on any feature or functionality of the Contractor System, or introduce any additional requirement for, or restriction on the use of, the Contractor System, without the Authority's prior written consent, except as related to upgrades of minimum user access requirements such as Internet browser upgrades or if additional requirements are necessary in conjunction with new functionality developed.

2.3. Licenses.

Authorized Users. The software applications and services provided under this Contract may be accessed via the public or private internet or other means of access by the Authority and its officers and employees, as well third parties authorized by the Authority for such purposes as authorized by the Authority.

License to the Authority. Subject to the provisions of this Contract, the Contractor hereby grants Authority a perpetual license to use the (i) software applications and (ii) the Documentation, each in accordance with this Contract. The Authority shall have no right to sub-license or resell the software applications, provided, that nothing in this Contract shall prevent the Authority from charging a use fee to its Users. Contractor shall deliver copies of the software applications to the Authority at the time required by the Scope of Services.

2.4 Delivery Schedule.

All Scope of Services must be delivered in a timely manner consistent with the established time requirements set forth in PART C, Exhibit 1, Section 1.3 of this Contract, Project Schedule/Contract Time.

2.5 Site.

The Location(s) for delivery of the Scope of Services under this Contract are as identified in PART C, Exhibit 1, Section 1.1.

2.6 Approval Testing

Upon the Authority's notice that it desires testing of any Deliverable ("Approval Testing") to begin, Contractor shall commence Approval Testing. Contractor shall, by such date or dates as reasonably requested by the Authority, develop a detailed plan acceptable to the Authority, (the "Approval Testing Plan") that shall include demonstration of the functionality of the Deliverables in three major categories: (i) performance testing, including performance under load and durability testing; (ii) system reliability testing (fail-over); and (iii) feature functionality testing to verify that the Deliverables are capable of performing all features and functionality described in the Scope of Services. Contractor and the Authority shall test the Deliverables in accordance with the Approval Testing Plan. Upon Contractor's notice to the Authority that Approval Testing has been completed (the "Testing Completion Notice"), the Authority shall have a period of not less than thirty (30) days to validate Contractor's testing results. The Authority shall then determine whether it appears: (w) the Deliverables have been properly configured; (x) the Deliverables are able to support the Authority's load and durability requirements; (y) the Deliverables have completed system reliability testing to the Authority's satisfaction; and (z) the Deliverables can successfully perform all features and functionality described in the (collectively, the "Approval Testing Criteria"). The Authority shall notify Contractor as to whether it: (i) rejects the Deliverables; (ii) preliminarily rejects the Deliverables, but believes that the errors that caused rejection can be corrected within a reasonable period of time; or (iii) accepts the Deliverables without further modification. In the event that the Authority has not so notified Contractor within thirty (30) business days of the Testing Completion Notice, or in the event that the Authority has accepted the Deliverables pursuant to clause (iii) above, the Authority shall be deemed to have "Approved" the Deliverables without further modification, and "Approval" will be deemed to have occurred. If the Authority preliminarily rejects the Deliverables pursuant to (ii) above, Contractor shall use commercially reasonable efforts for no more than ten (10) business days to correct any error, and a new Approval Testing schedule shall be set by the Authority. If the Deliverables have not been Approved after the third such round of Approval Testing (or such other number of rounds to which the parties have agreed), the Authority may terminate this Contract and receive a full refund of all amounts paid hereunder or may allow Approval Testing to continue. Approval under this Contract shall in no way constitute "Acceptance" for purposes of the Uniform Commercial Code (the "UCC") or other applicable law, and the Authority reserves all rights available to it, under the UCC and otherwise, both before and after Approval of any Deliverable.

2.7 Technical Support.

Contractor will provide technical support for the Contractor System, as set forth in PART C, Exhibit 1. The parties may also agree that Contractor shall provide set-up, consulting, training or other services by executing and attaching to this Contract an additional Scope of Work as provided in Part B, Section 5.

2.8 Meetings.

The Contractor will meet with the Authority's representatives via teleconference, videoconference, or in person, on a regular basis throughout the term of the Contract, to inform the Project Manager of the status of performance, including without limitation, resolved and unresolved issues, schedules, costs, recommendations and any other appropriate items.

2.9 Progress Reports.

The Contractor will prepare written progress reports on a monthly basis, or as otherwise required by the Project Manager, ("Reporting Period") until the acceptance of the Deliverables. All reports will be submitted by the Contractor to the Authority within ten days after the close of the Reporting Period. Included within each written report will be the following:

1. Summary of the Scope of Services provided within the Reporting Period.
2. Scope of Services planned for the next Reporting Period.
3. Problems encountered, solutions proposed and assistance required.

2.10 Term. Maintenance of Support.

The term of this Contract will commence as of date on which both parties have executed this Contract (the "Effective Date") and continue for a period of _____ (the "Term"), provided that the licenses provided for hereunder shall be perpetual. The Contractor will commence its performance of the Scope of Services under the Contract as of the first day of the Term hereof unless the Authority notifies the Contractor that it elects to issue a Notice-to-Proceed, in which case the Contractor will commence its performance on the date set forth in the Notice-to-Proceed and Contractor must complete its performance by the last day of the Term (the "Contract Time").

Contractor may not discontinue offering maintenance and support for any software products or services provided pursuant to this Contract for a period of ____ years following the end of the Term.

PART A, ARTICLE 3. FEES AND PAYMENT SCHEDULE

3.1 Contractor's Fee.

The Contractor will be entitled to receive for satisfactory performance of the Scope of Services the payments set forth below and as described in more detail in PART C, Exhibit 2. The Authority shall not be required to pay any fees or payments except as expressly set forth in this Section 3 or in Part C, Exhibit 2.

As compensation for Services to be performed and Deliverables to be provided by the Contractor during the Term, the Authority will pay the Contractor the fixed price(s), as specified in PART C, Exhibit 2; provided such fixed price(s) shall not in aggregate exceed _____. The Authority will have no liability for any expenses or costs incurred by the Contractor in providing the full Scope of Services other than the fees specified in PART C, Exhibit 2. Payments made by the Authority under the Contract are not intended, and must not be construed as acceptance of defective Scope of Services, or as condoning any omission from the Scope of Services.

The Authority shall not be responsible for any travel, living or other expenses incurred by Contractor, except to the extent included in the Payment Schedule.

3.2 Invoices.

Invoices from the Contractor will be marked, prepared in duplicate, consecutively numbered, include a reference to this Contract name and the number assigned thereto by the Authority, and will be forwarded to the Authority at the following address.

Chicago Transit Authority
567 W. Lake Street, 7th Floor
Chicago, Illinois 60661
Attn: Accounts Payable

Additionally, Contractor will provide a copy of the invoice to the Project Manager at the address set forth in PART A, Article 4.

3.3 Most Favored Customer.

The Contractor represents that the prices for the Applications and all services furnished to the Authority under this Contract and all of the terms of this Contract are not less favorable than the prices previously offered to any of the Contractor's other customers, within the twelve months preceding the effective date of the Contract, under similar quantities and similar terms and conditions. Any amounts charged to the Authority in excess of prices charged by the Contractor to any other customer for the Applications or similar services will promptly be refunded or credited to the Authority by the Contractor.

PART A, ARTICLE 4. CONTRACTOR PERSONNEL

4.1 Key Personnel.

The Contractor will, immediately upon execution of this Contract, assign and maintain a staff of competent personnel who are fully equipped, available as needed, licensed as appropriate, and qualified to perform the Scope of Services required by this Contract. Contractor's Key Personnel under the Contract will be the persons and/or positions as set forth as such in PART C, Exhibit 3. The Contractor agrees not to reassign or replace any Key Personnel assigned to the performance of this Contract until such time as the Scope of Services is satisfactorily completed unless such reassignment or replacement would not materially affect the quality or progress of the Scope of Services; provided further that all replacement personnel shall be equally or better qualified than the originally assigned Key Personnel as determined by the Authority. Contractor must request, in writing, the consent of the Authority for each such proposed reassignment or replacement and such reassignment or replacement shall only be permitted if it is agreed to in writing by the General Manager, Purchasing. The Authority also reserves the right to reject any personnel from the Contractor for any reason, in which case Contractor shall immediately remove such rejected personnel from performing under this Contract and assign appropriate replacement personnel as described above.

4.2 Contractor's Manager.

The Contractor will assign a Manager for the Contract, qualified to act in a liaison capacity, and to be available at all times, on matters pertinent to the Scope of Services. The name and address for Contractor's Manager assigned to this Contract is as set forth in PART C, Exhibit 3.

4.3 Authority's Project Manager.

The name and address of the Authority's representative assigned to act as Project Manager for the Authority is as set forth in PART C, Exhibit 3.

PART A, ARTICLE 5. SPECIAL CONDITIONS – INSURANCE, DBE AND OTHER REQUIREMENTS

5.1 Disadvantaged Business Enterprise Commitment.

Contractor will comply with all requirements set forth in PART C, Exhibit 6, the Authority's Special Conditions for Disadvantaged Business Participation, and the Disadvantaged Business Enterprise Commitment attached to Part C.

5.2 Insurance.

The Contractor will procure and maintain, during the entire Term of this Contract, insurance that meets with the requirements, if any, set forth in the attached in PART C, Exhibit 4. Contractor shall submit to the Authority proof of insurance meeting the standards set forth in PART C, Exhibit 4.

5.3 Other Special Conditions.

Contractor will comply with all other Special Conditions, if any, set forth in PART C, Exhibit 6.

5.4 Source Code Escrow.

Contractor shall deliver to _____ ("Escrow Agent"), a copy of all source code, object code and Specifications for the Applications together with all documentation necessary for the Authority to fully utilize such materials (collectively, the "Escrow Deposit"). The Escrow Deposit shall be updated from time to time, and in any event not later than thirty (30) days after any releases, updates, or customizations to the Applications are made generally available or included in the Contractor System. The Authority shall have the right to verify, or to have the Escrow Agent verify, the Escrow Deposit, at any time, upon reasonable notice, for its accuracy, completeness, and sufficiency. Escrow Agent shall provide the Authority a letter upon each update to the Escrow Deposit, which letter shall describe the version and release of any code held in escrow. Escrow Agent shall provide the Authority with such a letter upon written request, no more than quarterly.

The Escrow Deposit will be released in its entirety to the Authority in the event that: (a) Contractor materially breaches any of its obligations under this Contract; (b) Contractor ceases to market, maintain or support any of the Applications; (c) Contractor is adjudicated insolvent, or consents or acquiesces to the appointment of a receiver or liquidator; (d) Contractor's board of directors or a majority of its shareholders take any action towards the dissolution or liquidation of Contractor; or (e) Contractor voluntarily or involuntarily becomes a debtor subject to proceedings under the United States Bankruptcy Code, Contractor makes an assignment for the benefit of creditors, or a receiver is appointed for Contractor. If Contractor as debtor in possession or a trustee in bankruptcy for Contractor in a case under the United States Bankruptcy Code, rejects this Contract, the Authority may elect to retain its rights under this Contract as provided for in 11 U.S.C. § 365(n).

In the event that the Escrow Agent terminates the Escrow Agreement, Contractor will promptly notify the Authority of such cancellation and shall promptly enter into an agreement with an alternative escrow agent of similar nature and stature. Contractor shall be responsible for the payment of the Escrow Agent's fees and all costs of producing and delivering the Escrow Deposit to the Escrow Agent, except that the Authority shall pay Contractor the Annual Escrow Fee as described in Part C Exhibit 2.

In the event that the Authority obtains the Escrow Deposit pursuant to this Section 5.4, Contractor grants the Authority a fully-paid, non-exclusive, license to use, copy and modify the Escrow Deposit only for the purpose of supporting the Applications. Disclosure of the Escrow Deposit to a third party, other than employees or Contractors of the Authority with a need to access such Escrow Deposit in order to provide the foregoing services, is prohibited unless approved by Contractor in writing. Any third party provided access to the Escrow Deposit must be subject to a written confidentiality obligation. The use of the Escrow Deposit shall be subject to the terms and conditions of this Contract and shall be considered Contractor's Confidential Information.

PART A, ARTICLE 6. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

6.1 Documents Incorporated by Reference.

The Contractor understands and agrees that the documents listed in PART A, Section 6.2, copies of which are attached hereto and marked, are hereby incorporated in and made a part of this Contract by this reference as though they were set forth herein at length.

6.2 Order of Precedence.

In case of any conflict or inconsistency that cannot otherwise be resolved, the governing order of precedence of the component parts of the Contract is as follows:

1. Executed Change Orders to the Contract.
2. This License and Professional Services Contract, and any Special Conditions in PART A, Article 5 and PART C, including without limitation Contractor's DBE Proposal .
3. PART C, Exhibits 1 (Scope of Services and Schedule), 2 (Payment Schedule), 3 (Contractor's Key Personnel), 10 (Response Times) and 11 (Disaster Recovery Requirements).
4. General Conditions in PART B.
5. The Authority's Request for Proposals and any addenda thereto.
6. Contractor's Best and Final Offer, attached as PART C, Exhibit 4.
7. Contractor's Technical and Price Proposals, attached as PART C, Exhibit 14.
8. The Authority's Insurance Requirements attached as PART C, Exhibit 4.
9. Contractor's Completed Certifications, attached as PART C, Exhibit 5.
10. Part C, Exhibits 7 (User Terms) and 8 (Specifications).11. Supplemental Materials, if any, attached as PART C, Exhibit [--].

All Change Orders executed will be a part of the Contract and will take precedence over any other part of the Contract wherever they conflict therewith. A Change Order more recently executed will take precedence over any prior Change Order wherever it conflicts therewith.

PART A, ARTICLE 7. ENTIRE AGREEMENT AND EXECUTION

7.1 Entire Contract.

This Contract, including all documents that are expressly incorporated into the Contract, constitutes the entire agreement between the Contractor and the Authority with regard to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are part of the Contract. This Contract may not be modified or altered except by written instrument executed by a duly authorized representative of each party.

7.2 Authority to Execute Contract.

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation and certification contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If the Contractor is a corporation, the president or vice-president must sign the Contract. In the event that the Contract is executed by someone other than the president or vice president, a certified copy of the section of the corporate by-laws or resolution of the corporation that permits the person to execute the Contract for the corporation must be furnished by Contractor prior to execution by the Authority.

If the Contractor is a partnership or a joint venture, all partners or participants in the joint venture must sign all copies of the Contract unless one partner or joint venture participant is authorized to sign for the partnership or joint venture, in which case evidence of such authority, satisfactory to the General Manager, Purchasing, must be submitted by the Contractor prior to execution by the Authority.

If the Contractor is a sole proprietor, the sole proprietor must sign all copies of the Contract. If other than a sole proprietorship, the Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

A partnership, joint venture, or sole proprietor operating under an assumed name must be registered with the Illinois County in which it is located, as provided in the Assumed Business Name Act, 805 ILCS 405 et seq., as amended.

7.3 Illinois Criminal Code Certification.

Further, the undersigned Contractor, being duly sworn, deposes and states on oath that the undersigned has not entered into any agreement with any other proposer or prospective proposer or with any other person, firm or corporation relating to the price or prices named within the undersigned's proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from proposing, nor any agreement or arrangement for any act or omission in restraint of free competition among proposers, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein.

As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that the Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Contract in triplicate on the day and year first above written.

CONTRACTOR

CHICAGO TRANSIT AUTHORITY

By: _____
(Signature)

By: _____
(Signature)

Name

Forrest Claypool, President

Title

Vice President, Purchasing & Warehousing

Dated: _____

[If a corporation and signed by any person other than the president or vice-president, a certified copy of the resolution or by-law authorizing such person to sign must be attached to this Contract. Refer to PART A, Section 7.2 for additional instructions and requirements.]

State of _____

County of _____

Signed and sworn before me by the signatory whose name appears above on this:

_____ day of _____, 20_____
(day) (month) (year)

My Commission expires:

(Signature of Notary Public)

Authorized by Ordinance No.: _____
of the Chicago Transit Board

Assistant Secretary

Approved as to form and legality for the sole benefit of the Authority. Subject to proper authorization and execution thereof.

Attorney

**PART B: GENERAL CONDITIONS
FOR LICENSE AND PROFESSIONAL SERVICES CONTRACT
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CTA LICENSE AND PROFESSIONAL SERVICES CONTRACT PART B

PART B, ARTICLE 1. ABBREVIATIONS AND DEFINITIONS

CFR. Code of Federal Regulations

DOT. Department of Transportation

EPA. Environmental Protection Agency

FTA. Federal Transit Administration

RFP. Request for Proposal

U.S. United States

USC. United States Code

Addendum. The written or graphic documents issued prior to the submission of proposals that clarify, correct, or change the Authority's Request for Proposals. Each Addendum is uniquely numbered. The plural form, Addenda, refers to all uniquely numbered Addendum.

Application(s). The software application(s) and all upgrades and enhancements thereto that may be provided by Contractor hereunder.

Authority. The Chicago Transit Authority, an Illinois municipal corporation. Also referred to as CTA.

Available or Availability. The time that the Application hosting server(s), the Applications and the Content are fully available for use by the Authority and Users (subject to the limitations of Part B, Section 3.16).

Change Order. A written order to the Contractor issued by the Authority in accordance with the Contract. A fully executed Change Order must be approved by the Authority's Board, where required, and have the signatures of all required parties. Also referred to as an Amendment.

Changed Services. A material change (either an increase or decrease) in the quality, quantity, or programmatic requirements of the Scope of Services specified in the Contract as determined by the Authority. Changed Services do not include those items that are reasonably inferable from the Contract as being necessary for the proper, timely, and orderly completion of the specified Services and Deliverables as set forth in the Scope of Services and other requirements of the Contract.

Content. Text and graphics and any data and files in any file format provided by the Authority and/or Users.

Contract. The several writings that evidence the Contract, including the License and Professional Services Contract in Part A and any Change Order thereto, these General Conditions (Part B) any Special Conditions in Part C and all Exhibits in Part C, attached or referred to by any of the foregoing, and other documents, if any, made a part of the Contract.

Contract Price. The maximum amount payable by the Authority to the Contractor for completion of the Scope of Services according to the Contract.

Contract Time. The Period of Time allowed for completion of the Scope of Services as provided in the Contract. The Contract Time may also include progress or milestone deadlines as specified in a Payment or Project Schedule attached to and incorporated in the Contract in PART C, Exhibit 1 of the Contract.

Contractor. The individual, partnership, firm, corporation, joint venture, or other entity identified in the Contract. Also referred to as Contractor.

Contractor System. The system implemented and delivered by the Contractor as provided by the Scope of Services.

Contractor's Expenses. Those expenses incurred by the Contractor and its Subcontractors related to the performance of the Scope of Services, including without limitation, telephone charges, copying charges, travel expenses, computer usage charges, and the like. Except to the extent that the Contract expressly provides otherwise, all Contractor's Expenses will be borne by the Contractor as part of the Contract Price.

Day, day, Days or days. Calendar day or days. A day contains 24 hours, begins at midnight, and includes every day shown on the calendar including all days Monday through Friday, and all Saturdays, Sundays, and all Holidays on which the Authority's central offices are closed.

DBE Proposal. Contractor's DBE Proposal submitted on DBE Schedules B, C, and D along with the Authority's Special Conditions for Disadvantaged Business Enterprise (DBE) Participation.

Deliverables. All submittals required to be delivered by the Contractor to the Authority in connection with the Scope of Services, including materials, programming, configuration, documents, drawings, magnetic media and reports, and all underlying information, data research, and statistics as either expressly noted in the Contract or as may be required from time to time by the Authority.

Documentation. The Contractor's standard documentation relating to the Applications and attached hereto as PART C, Exhibit 9, or as delivered to the Authority during the implementation of the Scope of Services.

Force Majeure. Any disruption or deceleration of the Internet, any labor dispute, government requirement, act of God, or any other cause beyond a party's reasonable control. "Force Majeure" expressly excludes the following: any event that Contractor could reasonably have prevented by testing or work-around, including, but not limited to, any Contractor or Authority personnel strike, walkout, or other labor shortage; any failure of any software, system, facilities, or hardware that could have been prevented by reasonable testing, any failure in power which could have been prevented by use of redundant power supplies, and any cause or event caused by the negligence of a party or a breach or default by a party under this Contract.

General Manager, Purchasing. The Authority's General Manager, Purchasing, or his/her authorized representative.

Notice. A written communication between the Authority and the Contractor, either of which may be the originator, that provides information or gives direction related to the Contract.

Notice-to-Proceed. If provided, the written notice issued by the Authority to the Contractor authorizing the Contractor to begin providing the Scope of Services on a certain date. If provided, the Notice-to-Proceed date is the first day of Contract Time.

Organization Workspace. An organizational workspace owned, developed or managed by the Authority on the Project Management System.

Payment Schedule. A contractual timetable defining when the Scope of Services procured under this Contract will be delivered to the Authority and when payment of Contractor's Fees will be made, as specified in PART C, Exhibit 2.

Project Manager. The Authority's representative designated to provide general contract administration and oversight duties under the Contract, or his/her designee or successor. The Project Manager's responsibilities do not include responsibilities specifically reserved for the General Manager, Purchasing exclusively.

Proposal. Contractor's proposal, consisting of Contractor's Technical Proposal, DBE Proposal, and Cost/Price Proposal, along with all completed forms and certificates required by the Request for Proposal submitted in response to the Authority's Request for Proposal, including, if any, Contractor's Best and Final Offer.

Regulation. Any law, ordinance, statute, or lawful order issued by authorities having jurisdiction over the Scope of Services or parties to this Contract.

Request for Proposal. The Authority's advertised solicitation for the Scope of Services which are the subject of this Contract, including all Addenda thereto.

Services. The services to be provided under the Contract by the Contractor, including, but not limited to, hosting services, technical support, implementation, configuration, training and professional services.

Scope of Services. Services, Deliverables and license rights required to be provided by the Contractor and described in this Contract.

Subcontract. A contract between Contractor and a Subcontractor.

Subcontractor. An individual, firm, partnership, corporation, or business entity other than an employee of the Contractor that contracts with the Contractor to furnish the Scope of Services under this Contract. The word "Subcontractor" is referred to as if singular in number and means each Subcontractor and any authorized representative of each Subcontractor.

User. A single person with a unique ID provided by Contractor or the Authority using the Contractor System.

Working Day. A Working Day is a calendar Day, exclusive of Saturdays, Sundays, or Holidays on which the Authority's central offices are closed.

PART B, ARTICLE 2. GENERAL

2.1 Contract Interpretation.

Any headings of this Contract are for convenience of reference only and do not define or limit the terms or provisions. Words importing persons will include firms, associations, partnerships, trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. Words of gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements, addenda, and Amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this Contract. All references to any person or entity will be deemed to include any person or entity succeeding to the rights,

duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract.

2.2 Severability.

If any provision of this Contract is held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, or any Regulation, constitution, public policy, or any other reason, the circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provision herein contained invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract will not affect the remaining portions of this Contract or any part thereof.

2.3 No Waiver of Legal Right.

Neither the acceptance by the Authority, or any representative of the Authority, nor any payment for, or acceptance of, the whole or any part of the Scope of Services, nor any extension of time, nor any possession taken by the Authority, will operate as a waiver by the Authority of any portion of the Contract, or of any power herein reserved, or any right of the Authority to damages herein provided. A waiver of any breach of the Contract will not be held to be a waiver of any other or subsequent breach. The Authority may only waive its rights in a writing executed by the General Manager, Purchasing.

Whenever, under this Contract, the Authority by a proper power waives the Contractor's performance in any respect, or waives a requirement or condition to either the Authority's or the Contractor's performance, the waiver so granted will only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the breach of the performance, requirement, or condition. No such waiver will be construed as a modification of this Contract; regardless of the number of times the Authority may have waived the performance, requirement, or condition.

2.4 Counterparts.

This Contract may be composed of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

2.5 Assigns.

Subject to PART B, Sections 12.1 and 12.2, all of the terms and conditions of this Contract will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

2.6 Co-operation by Parties.

The parties hereby agree to use their best efforts and good faith in the performance of this Contract and to co-operate with each other in the completion of the Scope of Services hereunder. The Contractor further agrees to implement such measures as may be necessary to ensure that its employees, agents and representatives and its Subcontractors will be bound by all applicable provisions of this Contract.

2.7 No Third Party Beneficiaries.

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Subcontractors or other third parties.

2.8 Independent Contractor.

The Contractor will perform the Scope of Services under this Contract as an independent contractor, and nothing herein is intended or will be construed to create any partnership, agency, or joint venture relationship between the Authority and the Contractor or any Subcontractor. Neither the Contractor nor its Subcontractors, or the employees or agents of any of them, will be deemed for any purpose to be employees of the Authority. The Contractor will be solely responsible for the withholding or payment of all applicable Federal, State, and local personal income taxes, social security taxes, unemployment and sickness disability insurance, and other payroll taxes with respect to the Contractor's employees.

2.9 Consents and Approvals.

Unless otherwise expressly stated herein, any consents and approvals to be given by the Authority will be made in writing by the Project Manager.

2.10 Notices.

All notices under this Contract must be in writing, delivered personally, by U. S. mail, first class and registered or certified, return receipt requested, with postage prepaid or by overnight delivery service and addressed to the Contractor, as provided in PART A, Article 4.2 of the Contract, or to the Authority at the following address: Chicago Transit Authority, P.O. Box 7560, Chicago, Illinois 60680-7560, Attention: General Manager, Purchasing with a copy to: the Authority's Project Manager at the address set forth in PART A, Article 4.3.

Notices delivered by the U.S. mail will be deemed effective 3 days after mailing in accordance with this Section. Notices delivered personally or by overnight delivery services will be deemed effective upon delivery. The addresses stated herein may be revised without need for Change Order of this Contract, provided written notification is given in accordance with this provision.

PART B, ARTICLE 3. PROFESSIONAL STANDARDS AND CORRECTIONS

3.1 Standard of Performance.

The Contractor will perform the full Scope of Services required under the terms and conditions of this Contract with the degree of skill, care, and diligence normally exercised by professionals performing similar types of services in projects of a scope and magnitude comparable to the Scope of Services described herein. The Contractor must at all times act in the best interest of the Authority, consistent with the professional and fiduciary obligations assumed by it in entering into this Contract. The Contractor must perform the full Scope of Services under this Contract in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Authority.

All Services to be performed or Deliverables to be prepared by the Contractor which require the exercise of professional skills or judgment, must be accomplished by professionals holding all training, education, certificates, and licenses required to practice in the applicable professional discipline(s) in the State of Illinois.

3.2 Warranty of Conformity and Suitability.

Contractor warrants that the Applications and the Contractor System will operate in substantial accordance with Contractor's standard published documentation (the "Documentation") relating to the Contractor System and attached hereto as PART C, Exhibit 9, and shall operate free of material or frequent errors or defects during the Term. No change to such Documentation shall reduce or limit the scope of this warranty or Contractor's obligation to provide the features and functionality described in such Documentation as of the date of this Contract without the Authority's prior written consent.

Contractor warrants that the Applications and the Contractor System are suitable for the purposes that the Authority described to Contractor in the Authority's Request for Proposal. Contractor further warrants that the Applications and the Contractor System will provide the functionality, features and performance stated in Contractor's Proposal.

3.3 Non-Infringement.

Contractor represents and warrants to the Authority that the Applications do not and shall not infringe upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party, and there is currently no actual or threatened suit against Contractor by any third party based on an alleged violation of such right.

3.4 Power and Authority. No Conflicts.

Contractor has the power and the Authority to enter into and perform this Contract. Contractor represents and warrants that it is the owner of, or has the right to license, the Applications as provided herein. Contractor further represents and warrants that the Applications are free and clear of all liens, claims, encumbrances or demands of third parties.

3.5 Date Compliance.

The Applications, without modification or human intervention: (a) shall receive, enter, recognize, store, process, and output data in which the year is identified, without incurring any error, loss of functionality, or delay or interruption that is based on (i) an inability to correctly receive, enter, recognize, store, process, or output data containing dates (including those dates before, during, and after the Year 2000) or (ii) a failure to recognize or process correctly any leap year; and (b) shall not cause third party programs, networks, or other systems with which the Applications interface to fail to perform the functions listed in subsection (a) above.

3.6 Disabling Code.

Contractor represents that the Applications do not contain, and warrants and covenants that the Authority's systems shall not receive from Contractor's data transmission or from any Contractor medium, any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that could erase data or programming or otherwise cause the Applications to become inoperable or incapable of being used in the full manner for which they were designed and created.

3.7 Services.

Contractor warrants and covenants to the Authority that it shall perform all Services and provide all Deliverables required by this Contract in a timely, professional and workpersonlike manner and in accordance with industry practices and standards generally applicable to such services. However, where this Contract specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance.

3.8 Documentation.

Contractor represents and warrants to the Authority that the Documentation is detailed and complete and accurately describes the functional and operational characteristics of the Applications. Contractor further represents and warrants that all updated Documentation delivered to the Authority in connection with any enhancement or upgrade to the Applications shall be complete and accurate and shall be at least as detailed as the Documentation issued to the Authority with the initial version of the Applications.

3.9 Compliance with Law.

Contractor represents and warrants that Contractor shall comply with all applicable laws, statutes, and regulations relating to its performance and obligations under this Contract.

3.10 Compatibility.

Contractor warrants and covenants that the Applications, all modifications and upgrades thereto, shall operate without substantial errors or malfunctions and in accordance with the Documentation.

3.11 Performance Levels.

Contractor represents and warrants to the Authority that the Applications and Contractor System shall meet minimum application response times set forth in PART C, Exhibit 10.

3.12 Security Compliance.

Contractor covenants that it and its personnel and agents, including all approved subcontractors, shall at all times comply with all security regulations of the Authority (including web site security and auditing

standards) that are provided to Contractor in writing by the Authority. Contractor shall ensure that all data transmissions are secured in accordance with prevailing industry standards, including, but not limited to, appropriate encryption.

3.13 Third party software.

Contractor represents that it has tested all embedded third party software and Contractor-provided third party software included with the Applications, and has determined or shall ensure that such embedded third party software, and Contractor-provided third-party software, are compatible with the warranties set forth in this Section.

3.14 No Loss or Corruption of Data; Disaster Recovery.

Contractor warrants and covenants that Contractor will ensure that the Contractor System, Applications and services provided by the Contractor will not cause any loss, improper modifications or corruption of the Authority's data. With respect to the Contractor System, the Authority's data shall be segregated from the data of any third party and Contractor shall at all times comply with the disaster recovery requirements set forth in PART C, Exhibit 11.

3.15 Deleted.

3.16 Warranty of Availability.

Contractor warrants that the Contractor System will be Available at least ninety nine and one-half percent (99.50%) of the time in any calendar month, subject to the exceptions provided herein. The following shall be excluded when calculating Availability: (i) scheduled Contractor System maintenance and/or downtime during non-peak hours, provided that Contractor has provided reasonable advance written notice to the Authority of such maintenance and/or downtime, and (ii) downtime resulting from the failure of any component or system due to Force Majeure. Without limiting the generality of the foregoing, Contractor shall have no liability for lack of Availability of a the Contractor System due to: (1) outages caused by the failure of public network or communications components outside of Contractor's routers, (2) errors in the HTML coding in, or any other aspect of, the electronic files provided by the Authority containing the Content, or (3) unauthorized use or misuse by Users or anyone using any User passwords, provided that such unauthorized or misuse did not arise from the actions or inaction of Contractor.

3.17 Remedies.

In the event of a breach of the foregoing warranties, Contractor shall (a) use its best efforts to promptly cure any such breach within five (5) days (or such other period as is acceptable to the Authority) of receiving notice of such breach from the Authority, or (b) promptly replace the defective component with a component that meets the foregoing warranties and is functionally equivalent or superior, each at no additional cost to the Authority. In the case of a breach of PART B, Sections 3.6 or 3.14, Contractor shall at its own costs and expense repair or restore all data lost or corrupted in connection with such breach.

3.18 Errors and Omissions.

The Contractor will be responsible for the professional quality, technical accuracy, and coordination of all Scope of Services under this Contract. The Contractor will be liable for the Authority's costs resulting from errors or deficiencies in the Scope of Services furnished under this Contract. If at any point the Authority determines that the Contractor is reasonably liable for any error or deficiency, the General Manager, Purchasing will notify the Contractor in writing of the liability. Within 30 days of said notification, the Contractor will remit the amount of the liability to the Authority or notify the Authority of its disagreement. Any disagreement must be resolved pursuant to PART B, Article 7.

3.19 Correction of Services.

The Contractor will promptly correct or re-perform all Scope of Services identified by the Authority as failing to conform to the Contract requirements at no additional expense to the Authority. If the Contractor fails or refuses to correct or re-execute the Scope of Services identified as failing to conform to Contract

requirements, the Authority may correct or re-execute with similar Scope of Services and charge the Contractor for any cost to the Authority or make an equitable adjustment to the Contract Price.

Neither final payment nor any provision in the Contract will relieve the Contractor of responsibility for deficiencies in Scope of Services and, unless otherwise specified in the Contract, the Contractor must remedy any such deficiencies at no additional expense to the Authority. All questions arising under this Section 3.3 shall be decided by the General Manager, Purchasing subject to PART B, Article 7.

Upon any notification by the Authority that the Authority reasonably believes a problem or defect is caused by Contractor's performance of the Services, Contractor shall promptly correct such problem or defect.

PART B, ARTICLE 4. PAYMENTS

4.1 Payment.

The Contractor must submit appropriate invoices to the Authority on forms furnished or approved by the Authority. The invoice will only be for Scope of Services completed during the invoice period including all Subcontractors' fees. Invoices must conform to the Payment Schedule attached as Part C, Exhibit 2. Payment will be made on the basis of invoices and supporting documentation, approved by the Authority. Unless expressly provided in PART A, Article 3, neither Contractor nor any Subcontractor will be entitled to reimbursement of costs or expenses.

4.2 Criteria for Payment.

1. Progress Payments. Upon receipt of an invoice from the Contractor, the Authority will pay the Contractor the applicable amounts for the Scope of Services in accordance with the Payment Schedule, Part C, Exhibit 2, deemed satisfactorily performed by the Authority's Project Manager. A progress payment, or partial or entire use of the Scope of Services by the Authority, will not constitute acceptance or Approval of the Scope of Services.
2. Final Payment. Final payment, for all services other than hosting and support, will be made by the Authority only after the Scope of Services has been accepted and all Deliverables Approved, and the Contractor has furnished the Authority all warranties required under the Contract. The acceptance of final payment by the Contractor will operate as, and will be, a release to the Authority, its employees, and agents from all claims or liability under this Contract, for anything done or furnished or relating to the Scope of Services under this Contract, or for any act or neglect of the Authority relating to or connected with this Contract. Final payment will not, however, relieve the Contractor and its Subcontractors from the requirements of this Contract.

4.3 Prompt Payment to Subcontractors.

1. The Contractor is required to pay all Subcontractors, for all work that the Subcontractor has satisfactorily completed, no later than 5 business days after the Contractor has received payment from the Authority.
2. In addition, all retainage amounts must be paid by the Contractor to the Subcontractor no later than 14 working days after the Subcontractor has satisfactorily completed its portion of the Scope of Services.
3. A delay in or postponement of payment to the Subcontractor by Contractor requires good cause and prior written approval of the General Manager, Purchasing.
4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

5. The Authority will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or Services they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks, and the Contractor's sworn statement that it has complied with the prompt payment requirements.
6. Failure to comply with prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to Contractor debarment.

4.4 Overpayment.

If, at any point, the Authority determines that the Contractor has been overpaid, the General Manager, Purchasing will provide written notice to the Contractor of the overpayment. The Contractor must remit the amount of overpayment to the Authority within 30 days of said notification or notify the Authority of its disagreement. Any disagreement will be resolved pursuant to the Disputes provision in PART B, Article 7.

4.5 Taxes.

Federal Excise Tax does not apply to materials purchased for the Authority by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax do not apply to materials or services purchased by the Authority by virtue of Chapter 70 Illinois Compiled Statutes Section 3605, 33 as amended. These taxes must not be included in any of the prices quoted in the Contractor's Proposal. The Authority's Illinois Tax Exemption Identification number is E9978-2987-05.

4.6 Disputed Invoices or Charges.

In the event of a dispute between the Contractor and the Authority as to whether any particular invoice or charge will be paid, or as to whether the amount of such charge is reasonable, allocable, or allowable under this Contract, the Authority and the Contractor will, jointly or individually, refer such dispute to the General Manager, Purchasing for resolution in accordance with PART B, Article 7.

4.7 Payment for Changes.

Any revisions to the Contract Price made necessary by Changed Services will be made in accordance with PART B, Article 5.

PART B, ARTICLE 5. CHANGES IN THE SERVICES OR DELIVERABLES

5.1 Right to Change Services.

The Authority may at any time or from time to time, order additions, deletions, or revisions to the Scope of Services ("Changed Services"). If the Contractor does not have written authorization from the Authority to proceed with Changed Services, as specified in PART B, Section 5.3 or 5.4, then the Contractor will not be compensated for any Changed Services.

All Changed Services must be executed under applicable Conditions of the Contract. It is agreed by the Contractor that any Change resulting in Changed Services will be paid at the applicable rates set forth in the compensation provisions of this Contract for equivalent items as determined by the General Manager, Purchasing or as otherwise agreed to by the parties and set forth in the terms of the Change Order.

In the event of a decrease in the Scope of Services, the Authority will not pay for lost or anticipated profits resulting from partial or complete deletions of the Scope of Services and an equitable decrease of the Contract Price and Delivery Schedule will be made to reflect the terms of the Change Order as determined by the Authority.

5.2 Proposed Changes in Service.

The process for Changed Services is as follows. The Project Manager will request the Contractor to submit a proposal for Changed Services. The Contractor shall submit a proposal within fourteen (14) days after receipt of the Project Manager's request or such shorter time as the Project Manager may set forth in the request for Changed Services.

In the alternative, if the Contractor chooses to propose Changed Services, the Contractor must submit notice of such request to the Authority for its prior written approval. The Authority may choose to request Contractor to submit a Proposal within a specified time period after receiving Contractor's notice.

The Contractor's proposal shall set forth any changes to the Contract Price or the Contract Time required, in the opinion of the Contractor, to perform the Changed Services. The Authority may or may not choose to authorize the Contractor to perform the Changed Services as identified in the Proposal.

5.3 Proceed Orders and Change Orders.

1. **Proceed Order** - If the Authority orders Changed Services, and the Contractor and the Authority agree on an adjustment, if any, to the Contract Price and/or Contract Time, the Authority will issue a Proceed Order or Change Order. The General Manager, Purchasing's agreement as to a price or time adjustment is subject to final approval as required by the Authority's ordinances, regulations, and rules. The General Manager, Purchasing may issue a Proceed Order to direct the Contractor to proceed with the Changed Services for which the Contractor and the General Manager, Purchasing propose in writing a price and time adjustment, if applicable. Proceed Orders will not entitle the Contractor to compensation or an adjustment to the Contract Time until the Proceed Order is incorporated into a Change Order(s).
2. **Change Order** - The Authority may issue a Change Order as authorization for the Changed Services and/or for payment or time extension, or both. The Authority may also issue a Change Order to modify the terms of the Contract. A Change Order may include future Scope of Services to be performed under the Contract or Scope of Services performed in accordance with previously authorized Proceed Orders. The Contractor cannot be compensated for any Scope of Services authorized through a Proceed Order until a Change Order is executed.

5.4 Directive Order.

If the Authority orders Changed Services, and the Contractor and the Authority have not agreed on an adjustment to the Contract Price and/or Contract Time, the General Manager, Purchasing will issue a Directive Order directing Contractor to perform the Changed Services. The General Manager, Purchasing, may determine an adjustment to Contract Price and/or Contract Time for the Changed Services. The decision of the General Manager, Purchasing, will be final and binding, subject only to PART B, Article 7, Disputes. The Contractor shall perform the Changed Services as directed in the Directive Order. The Contractor's refusal or failure to proceed promptly with the Changed Services as directed shall constitute an event of default.

5.5 Claims by Contractor.

1. All claims made by Contractor under this Contract shall be made in accordance with the requirements stated below. The Contractor shall provide immediate oral notification to the Project Manager upon discovering any conditions or circumstances that may require an adjustment to the Contract Price and/or Contract Time. Upon notification, the Project Manager will attempt to resolve the identified issue as promptly as possible. The Contractor shall deliver written notice of such Claim to the Project Manager and the General Manager, Purchasing within fourteen (14) days of oral notice. All additional correspondence from the Contractor concerning the Claim must be sent to both the Project Manager and the General Manager, Purchasing. The written notice shall include the following information:

- a. Documents to substantiate Contractor's proposed cost for Changed Services. The Contractor's proposed cost for Changed Services must meet the limitations and requirements set forth in PART B, Section 5.1.
 - b. Accounting records and statements and any other applicable documentation to support the claimed costs.
 - c. Data and information used to assemble the Proposal, if Proposal preparation is relevant to the disputed issue.
 - d. Each Claim shall include a sworn certification signed by the Contractor. The Contractor must certify that it has fully reviewed the Claim and has determined that the supporting data is current, accurate, and complete and, to the best of the Contractor's knowledge and belief, the amount requested reflects the Contract adjustment for which the Contractor believes the Authority to be responsible under the terms of the Contract. In addition, the certification must include a statement that the signatory is authorized to certify the Claim on behalf of the Contractor and must be signed by the Contractor's president, vice-president, or other officer who is authorized to bind the Contractor.
2. The Project Manager or the General Manager, Purchasing will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the Project Manager or General Manager, Purchasing determines that additional documentation is required to evaluate the Claim, he or she will advise the Contractor of claimed costs for which insufficient documentation has been provided to support the claimed costs, and will state the time for providing additional documentation. If the Project Manager or General Manager, Purchasing requires additional time to evaluate the Claim, the Contractor will be advised in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The determination of the Claim will be sent to the Contractor in writing by the General Manager, Purchasing. If the determination of the Claim requires an adjustment to Contract Price or Contract Time, a Change Order must be issued in accordance with PART B, Section 5.3 before that change becomes effective.
 3. If the Contractor accepts the Authority's determination of the Claim, then the Claim will be handled in accordance with PART B, Section 5.3. If the Contractor does not accept the decision with respect to the Claim, then the Contractor may submit a dispute to the General Manager, Purchasing in accordance with PART B, Article 7, within thirty (30) days after receipt of the response to the Claim unless the General Manager, Purchasing extends the time, in writing. By failing to meet the time limits specified in this PART B, Section 5.5, the Contractor waives the right to seek an adjustment to Contract Price or Contract Time. The Contractor's compliance with this process is a condition precedent to filing suit.
 4. The Contractor further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this PART B, Section 5.5, shall not be subject to or diminished by any claim on the part of the Contractor that the Authority or any person acting on behalf of the Authority, directed the Contractor to make changes in the Scope of Services or had actual or constructive knowledge of any changes in the Scope of Services. The Contractor further acknowledges that the time requirements and notice content requirements of this Section have the purpose, among others, of allowing the Project Manager and the General Manager, Purchasing, to evaluate claims related to changes in the Scope of Services contemporaneously with the Scope of Services that is the subject of the Claim and to be able to make decisions that may mitigate the cost of such changes.

PART B, ARTICLE 6. ACCESS AND RECORDS

6.1 Right of Entry.

1. Both the Contractor and the Authority will, upon reasonable notice, permit access to the other's facilities in connection with the performance under the Contract. Each party agrees to remove any of its representatives from the other's premises immediately upon request. Each party's representatives will, while on the premises of the other, comply with all of the other party's security and facility rules and regulations. Consent granted by the Authority to enter a facility will not create, nor be deemed to imply the creation of any additional responsibilities on the part of the Authority.
2. The Contractor will, while on the premises of the Authority, comply with all of the Authority's security, safety, and facility rules and regulations, including completing all required training. During any visit to the Authority's facilities, the Contractor will not interfere with the Authority's business operations.

6.2 Audit, Inspection, and Retention of Records.

The Contractor agrees to cooperate with the authorized representatives of the Authority including but not limited to, the Authority's Inspector General and auditors, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of Illinois, who may inspect and audit all data and records of the Contractor relating to the Contractor's performance and its Subcontracts under this Contract from date of this Contract through and until the expiration of 5 years after termination of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain the same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

The Contractor must maintain its books, records, documents, and other evidence, and adopt accounting procedures and practices sufficient to properly reflect all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of the Contract for 5 years after the final payment made in connection with this Contract. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

No provision in this Contract granting the Authority a right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents that the Authority would have had in the absence of such provisions.

6.3 Obligation to Comply with the Authority's Inspector General Ordinance.

The Contractor agrees to comply with all of the requirements of Authority Ordinance No. 99-173, as it may be amended from time to time, the provisions of which are incorporated into this Contract to the same force and effect as if set forth in full herein. As required by Ordinance No. 99-173, as amended, the Contractor agrees to cooperate fully and expeditiously with the Authority's Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and Subcontractors of the Contractor.

PART B, ARTICLE 7. DISPUTES

7.1 Disputes.

Any dispute concerning an adjustment to Contract Price or Contract Time or concerning other matters, which under the terms of the Contract are to be resolved pursuant to this Article 7, that is not resolved by

the execution of a Change Order by both the Authority and the Contractor will be decided by the General Manager, Purchasing. In addition, Contractor may initiate the dispute process by sending a Notice of Dispute to the General Manager, Purchasing. The General Manager, Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Contractor. The decision of the General Manager, Purchasing will be final and binding on the Contractor unless, within 30 days after receipt of a copy of a decision, the Contractor sends by certified mail, return receipt requested, a written appeal to the Authority's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Contractor will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Contractor unless the Contractor files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Contractor does not commence such an action for judicial review within 60 days after the Contractor receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Contractor waives all right to seek judicial review. Nothing in this Section relieves the Contractor from diligently proceeding with performance of the Scope of Services under the Contract, as directed by the Authority.

PART B, ARTICLE 8. EVENTS OF DEFAULT AND TERMINATION

8.1 Termination for Cause and Notice of Default.

1. If the Contractor fails to perform any of its obligations under the Contract, the General Manager, Purchasing, may immediately terminate this Contract by issuing a notice of termination for cause to Contractor.
2. If the Contractor fails to perform any of its obligations under the Contract, the General Manager, Purchasing may also, at his or her sole discretion, notify the Contractor, in writing, that the Contractor is in default and provide the Contractor a cure period of up to 14 days. If the default cannot be cured within the cure period and the Contractor requests additional time to cure, the General Manager, Purchasing may extend the cure period in writing. If the Contractor fails to cure within the cure period (or if extended, the extended cure period), the General Manager, Purchasing may terminate the Contract by sending a notice of termination for default.
3. Termination of the Contract under this PART B, Section 8.1 will be effective upon the delivery of the written notice of termination. The General Manager, Purchasing's declaration and issuance of a notice of termination will be final.

8.2 Authority's Remedies upon Default.

Upon issuance of a notice of default to the Contractor, the Authority may invoke any or all of the following remedies, in addition to any other remedies available under the Contract, at law or in equity, or otherwise:

1. The right to stop payment to the Contractor.
2. The right to terminate the Contract.
3. The right to collect monetary damages, including but not limited to, all expert witness or other Contractor fees, court costs, and reasonable attorney's fees that the Authority may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default.
4. The right to deem the Contractor non-responsible in future contracts to be awarded by the Authority.

8.3 Authority's Remedies upon Termination.

Upon termination of the Contract, the Authority may invoke any or all of the remedies set forth in PART B, Section 8.2 and the following remedies:

1. In the event of a termination for cause, the Authority may hire a new Contractor to complete the Scope of Services and the Contractor will be liable for all additional costs and changes incurred by the Authority because of the termination, including the excess cost of completing the Scope of Services. If the costs of completing the Scope of Services and the amounts paid to the Contractor by the Authority as part of the Contract Price exceeds the Contract Price (the "Additional Costs"), the Contractor will be liable for the Additional Costs and will pay such sum to the Authority immediately upon demand. In the event of termination, all Additional Costs incurred by the Authority, together with the cost of completing the Scope of Services, will be deducted from any moneys due or which may become due to the Contractor.
2. The right to setoff against any payments due or to become due to the Contractor under any other contract that the Contractor may have with the Authority.
3. Contractor shall transfer to the Authority, in such format or formats as reasonably requested by the Authority, no later than the date of expiration or termination, copies of all of The Authority's (i) data, records, configuration, reports, and computer records; and (ii) the Authority's Confidential Information.
4. Upon the termination or expiration of this Contract, Contractor shall promptly: (a) cooperate fully with the Authority in effecting the orderly and expeditious transfer of any of the services provided by Contractor hereunder to the Authority or to any third party as directed by the Authority; and (b) perform such additional services or provide such additional information and documentation as may be reasonably needed by the Authority in connection with the orderly and expeditious transfer of all or any of the services provided hereunder to the Authority or a third party (collectively, "Disentanglement Assistance Services"). The Disentanglement Assistance Services shall be provided for up to nine (9) months after the termination of this Contract ("Disentanglement Assistance Period"). Without limiting the generality of the foregoing, Contractor agrees to cooperate in every reasonable way, and use commercially reasonable efforts to cause Contractor's agents and subcontractors to timely cooperate in every reasonable way, so as to ensure that any transition of such services shall cause the least amount of disruption reasonably possible to the Authority's operations.
5. Notwithstanding anything to the contrary contained herein, and even if any dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event no for any reason shall Contractor interrupt or disable the Services or any portion thereof, or perform any action that prevents Contractor's ability to conduct its business, unless authority to do so is granted by the Authority in writing or conferred by a court of competent jurisdiction.

8.4 Nonexclusivity.

Unless otherwise expressly stated, the remedies under the terms of this Contract are not exclusive of any other remedy. Each and every remedy is cumulative and in addition to any other remedy, existing now or hereafter, at law, or in equity.

8.5 Court Determination.

If the Contract is terminated by the Authority for default, and it is subsequently determined by a court that the termination was not justified, such termination will be deemed a termination for convenience, effective as of the date the Contractor received the original notice of termination and the provisions applicable to termination for convenience will apply.

8.6 Discretion of General Manager, Purchasing.

Whether to declare the Contractor in default and/or to terminate for cause is within the sole discretion of the General Manager, Purchasing and neither that decision nor the factual basis for it is subject to review or challenge under PART B, Article 7.

8.7 Termination for Convenience.

The Authority may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in the Authority's best interest. Upon delivery of written notice of termination, all requested Scope of Services and any performance hereunder by the Contractor will cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor will submit a final invoice, within 30 days of such termination, reflecting the Scope of Services actually performed pursuant to this Contract. This final invoice will be to the satisfaction of the Authority and for items for which no previous invoice was submitted. Without limiting the foregoing, the Authority may, at any time notify Contractor that it desires to terminate Contractor's hosting services and transfer hosting of the Applications to itself or a third party. Upon receipt of such notice, Contractor shall promptly deliver to the Authority such number of additional copies of the object code for the Applications as are reasonably requested by the Authority.

The Contractor will be paid its costs, including Contract closeout costs, and any agreed to profit on Scope of Services performed up to the time of termination. The Contractor will promptly submit its termination Claim to the Authority, in accordance with PART B, Section 5.5. The parties will negotiate a termination settlement to be paid to the Contractor. If the Contractor has any property in its possession belonging to the Authority, the Contractor will account for the same, and dispose of it in the manner the Authority directs.

Unless otherwise provided for in the Contract or by applicable statute, the records retention provisions of PART B, Section 6.2 apply to the Scope of Services terminated hereunder.

The Contractor must also include the requirements of this PART B, Article 8 in each subcontract exceeding \$10,000.

PART B, ARTICLE 9. INDEMNITY AND LIABILITY

9.1 Indemnity.

The Contractor shall indemnify and hold harmless to the maximum extent permitted by law the Authority, its agents, Board members, officials, and employees (the "Authority Parties") against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs, and expenses that may in any manner accrue against the Authority as a consequence of the execution and award or performance of this Contract or which may in any way result therefrom whether or not it is alleged or determined that any loss for which the Authority seeks indemnity is caused or contributed to or was caused in whole or in part through the negligent act or omission of the Contractor or its employees Board members, officials or agents or any of its Subcontractors or any of their Board members, employees, officials, agents, or subcontractors (collectively the "Contractor Parties"); provided that this indemnity will not extend to circumstances where the loss, injury, death or damage is determined to be caused solely by the negligence of the Authority.

Contractor shall defend the Authority Parties against any claims, and indemnify for and hold harmless the Authority Parties from and against any costs, damages, liability, reasonable attorneys' fees or other resulting from such claim: (A) alleging infringement of any patent, trademark, copyright, trade secret, or other intellectual property or proprietary right of a third party based on any use of the Contractor System permitted pursuant to the terms of this Contract; and (B) relating to any breach of Contractor's confidentiality obligation; and (C) arising out of any improper use of the Authority's data.

In the event that the Applications or Contractor System or any part thereof become the subject of a claim for which the Authority Parties have indemnification rights under this Section, Contractor shall have the right, at its option, either to: (1) replace the Applications or Contractor System at no cost to the Authority

with non-infringing software that is functionally equivalent or superior, (2) modify the Applications or Contractor System so that they become non-infringing, or (3) obtain a license for the Authority to such rights under commercially reasonable terms. In the event that (A) an injunction is issued by a court of competent and final jurisdiction barring the Authority's exercise of the license rights granted under this Contract or (B) the alternatives specified in (1), (2) or (3) above are not available to Contractor or the Authority on a commercially reasonable basis, then the Authority may terminate the license for the infringing software and Contractor shall refund to the Authority all fees paid by the Authority with respect to the infringing software and for all software impaired by the loss of such software, and shall reimburse the Authority for all direct costs associated with or arising out of the termination of such license.

The Authority agrees: (a) to notify Contractor by certified mail, return receipt requested, promptly upon obtaining knowledge of any lawsuit for which it may be entitled to indemnification under this Contract, provided that the failure to give such notice shall not affect Contractor's obligation to indemnify except to the extent of material prejudice to Contractor; (b) that the Authority shall permit Contractor to have the sole right to control the defense and settlement of any such lawsuit (provided that the Authority may opt to participate in the defense at its own expense); (c) to provide reasonable assistance to Contractor, at Contractor's expense, in the defense of same; and (d) not to enter into any settlement agreement or otherwise settle any such lawsuit without Contractor's express prior consent or request.

The Contractor must, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising in connection with this indemnity. If any judgment is rendered against the Authority Parties, the Contractor must at its own expense satisfy and discharge the judgment. If the indemnity pursuant to this Section is not permitted by the applicable law, then, to the maximum extent permitted by law, the Contractor will make full contribution to the Authority for its percentage share of any liability that is attributable to the Contractor Parties' acts or omissions. The Contractor expressly waives any legal limitations on its liability to the Authority Parties for contribution, including but not limited to limitations related to the payment of workers compensation benefits. The Contractor expressly understands and agrees that any bond or insurance protection required by this Contract or otherwise provided by the Contractor, must in no way limit the Contractor's responsibility to indemnify and defend the Authority Parties pursuant to this Section. The indemnification contained herein will survive the termination of this Contract.

9.2 Limitation of Liability.

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to them thereby, there will be no liability upon the board members, officials, agents or employees of the Authority, including without limitation the General Manager, Purchasing, and the Project Manager, either personally or as officials of the Authority, it being understood that in such matters they act as representatives of the Authority.

9.3 Joint and Several Liability.

In the event that the Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof) then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

PART B, ARTICLE 10. TIME

10.1 Time is of the Essence.

It is understood and agreed that **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS CONTRACT**, and the Contractor agrees to provide the Scope of Services in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the Scope of Services in accordance with the time requirements specified in this Contract.

10.2 Time for Changes.

Any revisions to the Contract Time that result from Changed Services will be made in accordance with PART B, Article 5.

PART B, ARTICLE 11. OWNERSHIP OF DOCUMENTS, INTELLECTUAL PROPERTY, CONFIDENTIALITY

11.1 Ownership by Contractor.

All of Contractor's intellectual property, including but not limited to, the Applications, Application user manuals, Application screen shots, Application designs, Application specifications, Application training materials, regardless of the format that such materials are provided in, and any similar items that are provided to the Authority as part of the Deliverables and/or in connection with the Contractor's performance of the Scope of Services, and all worldwide intellectual property rights therein (collectively the "Contractor Content") are agreed to be the sole property of the Contractor, and the Contractor and its licensors shall retain all right, title and interest therein, with a license to use conferred to the Authority's authorized users.

Authority shall not: (i) use any reverse compilation, decompilation or disassembly techniques or other methods to determine any source code, design structure, concepts and construction method of the Application or replicate the functionality of the Application for any purpose or create derivative works based on the Application for any purpose; (ii) remove any proprietary notices, labels, or marks in or on the Application or Documentation; (iii) reproduce, distribute, transfer, resell, lease, sublicense or loan the Application or Documentation to any other party except as needed for use by the Authority's external authorized users (such as the Authority's construction contractors, design firms and construction management firms) as part of the intended usage of the Application contemplated by this Agreement; (iv) use the Application or Documentation for any purpose other than to support Authority's design, construction and engineering projects; (v) knowingly authorize any individual employed by, or acting under the direction or control of, a direct competitor of Contractor to be a Named User such as any company who was involved in the Request for Proposal process; or (vi) make any copy of the Application except as expressly provided in this Agreement.

11.2 Ownership by Authority.

Excluding all software and intellectual property related items described in subsection 11.1 of this Section 11, all documents and other media, data and files in any format, data studies, designs, intellectual property and reports, including without limitation, the Deliverables, developed in the performance of this Contract or provided as instruments of the Scope of Services, all Content, and all worldwide intellectual property rights therein are agreed to be the sole property of the Authority. During the performance of the Scope of Services, the Contractor will be responsible for any loss or damage to the materials herein enumerated while they are in its possession, and any such item lost or damaged will be restored at the expense of the Contractor. At any time, within three days after receipt of demand from the Authority, and, in any case, no later than the last day of each calendar month, the Contractor must furnish to Authority, at the Contractor's expense, a complete set of all data stored in the Contractor System and materials prepared by the Contractor and its Subcontractors as of the date of such demand, in such format as requested by the Authority. The Contractor shall store all such materials in commonly-used formats, or such other format as requested by the Authority, and shall not store any such materials in any format developed by or proprietary to the Contractor. The Contractor shall not commingle the Authority's data with the data of any third party, shall not de-identify or otherwise modify the data, and shall not provide the data to any third party in any form or use the data, except as necessary to perform the Services provided hereunder. In the event of the Contractor's failure to comply with the Authority's demand hereunder, the parties hereby agree

that any remedy at law would be inadequate and that the Authority will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

All information, correspondence, data and files input, generated, recorded, stored, processed or transmitted utilizing the Project Management System by the Authority and its authorized users (including, but not limited to, construction contractors and suppliers of every tier, architecture firms, engineering firms, construction management firms, project management firms) shall be the exclusive property of the Authority.

The Contractor agrees not to assert or authorize others to assert any rights or make any claim under the patent or copyright laws, or otherwise to any such documents and other materials referenced in this Section 11.2.

The Contractor, for a period of 5 years after the completion of the Contract, agrees to furnish all retained materials at the request of the Authority; provided that the Contractor will be permitted to retain a copy of such materials for the purpose of maintaining its records.

11.3 Confidential Information.

1. The Contractor, each Subcontractor, and its and their Board members, employees, officials, Subcontractors and agents ("Contractor Parties") will keep confidential all information furnished to it by the Authority or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of the Contractor.
2. To the extent that the Authority specifically designates, orally or in writing, any information furnished by the Authority as confidential information, and with respect to all of the Authority's data ("Authority Confidential Information") such Authority Confidential Information and all information prepared by or on behalf of the Contractor based on Authority Confidential Information shall be subject to the provisions of this subparagraph 11.3.2. The Contractor will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Contractor's own most confidential information. All Contractor Parties with access to the Authority Confidential Information must sign a Confidentiality Statement certifying that such person or entity will not disclose, publish, or otherwise make available to any person or party the Authority Confidential Information protected by the Contract. The Contractor acknowledges that the disclosure of any Authority Confidential Information will give rise to irreparable injury to the Authority, which cannot be adequately compensated in damages. Accordingly, the Contractor agrees that the Authority may obtain injunctive relief against disclosure or threatened disclosure of the Authority Confidential Information, in addition to such other remedies that may be available to the Authority in law or at equity. This paragraph of the Contract will survive the termination of this Contract.
3. To the extent that the Contractor specifically designates, orally or in writing, any information furnished by the Contractor as confidential information ("Contractor Confidential Information") such Contractor Confidential Information and all information prepared by or on behalf of the Authority based on Contractor Confidential Information shall be subject to the provisions of this subparagraph 11.3.3. Notwithstanding the foregoing, all technology or proprietary information underlying or contained in the Applications, the Project Management System and/or Contractor System shall be deemed Contractor Confidential Information without any need for designating the same as confidential or proprietary. The Authority will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Contractor's own most confidential information.
4. Contractor understands, acknowledges and agrees that this Contract may be made available for public inspection or may be disclosed pursuant to the Illinois Freedom of Information Act, without any notice to Contractor, regardless of any proprietary markings on any portions of the Contract.

The Authority may also disclose this Contract, along with other information in its procurement files, to its funding agencies – FTA, RTA and IDOT.

PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT

12.1 No Assignment of Contract.

The Contractor must not assign or sublet this Contract, in whole or in part, without the prior written approval of the General Manager, Purchasing. In no case will such written approval relieve the Contractor from its obligations or change the terms of the Contract.

12.2 No Assignment of Contract Funds.

The Contractor must not transfer or assign any Contract funds or claims due, or to become due, without first obtaining the written approval of the General Manager, Purchasing.

12.3 Subcontractors.

The Contractor must submit for approval a detailed breakdown of its Subcontractors under the Contract by name and costs. The Contractor may replace or substitute a Subcontractor only with the prior written approval of the Project Manager and General Manager, Purchasing.

The Contractor must require each Subcontractor to comply with all applicable provisions of this Contract but will not make this entire Contract part of any subcontract.

The Contractor must incorporate the following provisions into each agreement with a Subcontractor and require the same to be incorporated into all agreements with lower-tier Subcontractors:

1. PART B, Section 2.1 "Contract Interpretation"
2. PART B, Section 3.1 "Standard of Performance"
3. PART B, Section 4.5 "Taxes"
4. PART B, Article 6 "Access and Records"
5. PART B, Article 8 "Events of Default and Termination" (in all subcontracts in excess of \$10,000)
6. PART B, Article 9 "Indemnity and Liability"
7. PART B, Article 11 "Ownership of Documents, Intellectual Property, Confidentiality"
8. PART B, Article 13 "Advertising and Publicity"
9. PART B, Section 15.3 "Civil Rights"
10. PART B, Section 15.4 "Illinois Human Rights Act"
11. PART B, Section 15.7 "Authority's Ethics Ordinance"
12. PART B, Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
13. PART B, Section 15.9 "Foreign Trade Restrictions"
14. PART B, Section 15.10 "Conflict of Interest"
15. PART B, Section 15.12 "No Federal Obligation to Contractor or Others"
16. PART B, Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
17. PART B, Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
18. PART B, Section 15.15 "Environmental Requirements"
19. PART B, Section 15.16 "Fly America"
20. PART B, Section 16.1 "Governing Law"
21. PART B, Section 16.2 "Jurisdiction"
22. All other provisions required by Regulations to apply to Subcontractors.

This provision does not and will not operate to relieve the Contractor of any duty or liability under the Contract nor does it create any duty or liability on the part of the Authority.

PART B, ARTICLE 13. ADVERTISING AND PUBLICITY

The Contractor must not disclose, use or refer to this Contract or any of its terms, or the name of the Authority in any advertising, publicity releases, promotional materials or materials distributed to existing or prospective customers, without the prior written consent of the Project Manager. Notwithstanding the above, Contractor may identify the Authority as a customer or client in a general customer reference list.

PART B, ARTICLE 14. REPRESENTATIONS OF CONTRACTOR

In connection with the execution of this Contract, the Contractor represents and warrants:

1. That it, each of its joint venture members if a joint venture, and its Subcontractors, are not in default at the time of the execution of this Contract, or deemed by the General Manager, Purchasing to have, within 3 years immediately preceding the date of this Contract, been found to be in default, in connection with any contract awarded by the Authority.
2. That this Contract is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and will perform, or cause to be performed, the Scope of Services in accordance with the provisions and requirements of this Contract.
3. That, except only for those representations, statements, or promises expressly contained in this Contract, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the Authority, its officials, Board members, agents, or employees, has induced the Contractor to enter into this Contract or has been relied upon by the Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the general conditions which may in any way affect the performance of this Contract; (iii) the compensation provisions of the Contract; or (iv) any other matters, whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with this Contract, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS

15.1 Contractor's Compliance with All Laws.

The Contractor will at all times observe and comply with all laws, ordinances, Regulations, and codes of the Federal, State, City, Authority and other local government agencies that may in any manner affect the contents of the RFP or the performance of the Contract.

15.2 Permits and Licenses.

Unless otherwise expressly provided, the Contractor is fully responsible for identifying, requiring and obtaining, at its own expense, all permits and licenses necessary to provide the Scope of Services described in this Contract.

15.3 Civil Rights.

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal Transit Law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant on the basis of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
 - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal Transit Laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Services provided under this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action will 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. In addition, the Contractor agrees to comply with all implementing requirements FTA may issue.
 - b. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal Transit Law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action will 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 by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
 - b. 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 or national origin.

- c. The Contractor will send to each labor union or representative of workers with whom the representative has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority's General Manager, Purchasing, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.
 - f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such 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 in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies applied as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - g. The Contractor must include the provisions of the above Paragraphs (1) through (6) 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 No. 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 Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Federal Government contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15.4 Illinois Human Rights Act.

During the term of this Contract, the Contractor must:

- 1. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
- 2. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
- 3. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request from time to time.
- 4. Have written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the

Illinois Human Rights Commission; and (vii) protection against retaliation as provided in Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105). A copy of the policies must be provided to the Illinois Department of Human Rights upon request.

5. The Contractor must include verbatim or by reference, the provisions of this Section 15.4 in every subcontract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, Contractor will be liable for such Subcontractor's compliance with applicable provisions of this clause; and further it will promptly notify the Authority and the Illinois Department of Human Rights in the event that any Subcontractor fails or refuses to comply therewith. In addition, the Contractor must not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

15.5 Disclosure of Ownership.

Any person, business entity, or agency that submits a proposal for the purpose of contracting with the Authority is required to complete all certifications, forms and statements contained in the Authority's RFP.

15.6 State Energy Conservation Plan.

The Contractor must comply with all current standards and policies relating to energy efficiency which are contained in the State of Illinois Energy conservation plan issued in compliance with the Energy Policy and Conservation Act, which are incorporated in this Contract by reference.

15.7 Authority Ethics Ordinance.

The Contractor must comply with Authority Ordinance No. 004-76, as amended, the Authority Ethics Ordinance, the provisions of which are hereby incorporated into this Contract. The Contractor agrees that, as provided by Section 5.3 of the Ethics Ordinance, any Contract negotiated, entered into, or performed in violation of the Ethics Ordinance shall be voidable as to the Authority at the election of the Authority.

15.8 Program Fraud and False or Fraudulent Statements and Related Acts.

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq.* and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Scope of Services. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, 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 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority or to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) on the Contractor to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above 2 clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses must not be modified, except to identify the Subcontractor that will be subject to the provisions.

15.9 Foreign Trade Restrictions.

The Contractor, and each Subcontractor certifies that it:

1. Is not 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);
2. Has not knowingly entered into any Contract or Subcontract for the Scope of Services with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; or
3. Has not procured any product nor subcontracted for the supply of any product for use on this Contract 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 Part 30.17, no Contract will be awarded to a Subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on this Contract, the FTA may direct, through the Authority, cancellation of the Contract at no cost to the Government or the Authority. Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. The Contractor may rely on the certification of a prospective Subcontractor unless the Contractor has knowledge that the certification is erroneous. The Contractor will provide immediate written notice to the Authority if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances.

Further, the Contractor must provide immediate written notice to the Authority if the Contractor 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 the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the Contract award. If it is later determined that the Contractor or any Subcontractor of any tier knowingly rendered an erroneous certification, the FTA may direct, through the Authority, cancellation of the Contract or Subcontract for default at no cost to the Federal Government or the Authority.

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 a 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 making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

15.10 Conflict of Interest.

1. No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Scope of Services or the carrying out of the Scope of Services to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.
2. In accordance with 41 USC § 22, the Contractor agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising herefrom.

3. The Contractor covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and Subcontractors presently have no interest and will not acquire any interest, direct or indirect, in the Scope of Services to which this Contract pertains, which would conflict in any manner or degree with the performance of the Services hereunder. The Contractor further covenants that, in the performance of this Contract, no person having any such interest will be employed by the Contractor.
4. An organizational conflict of interest exists when the nature of work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or subcontractor or impair its objectivity in performing the Contract. The Contractor is prohibited from performing any work or services for the Authority that conflict with work or services that the Contractor performs under any other contract with the Authority. The restrictions in this paragraph are applicable to all Subcontractors. The Contractor has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

15.11 No Exclusionary or Discriminatory Specifications.

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees to comply with the requirements of 49 USC § 5323 (h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

15.12 No Federal Government Obligation to Contractor or Others.

1. The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the award of this Contract, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the Contractor, or any other person (whether or not a party to this Contract) in connection with this Contract or pertaining to any matter resulting from this Contract or the Scope of Services.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause must not be modified, except to identify the Subcontractor who will be subject to its provisions.

15.13 Obligation to Comply with Changes in Federal Laws and Regulations.

The Contractor will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" (Form FTA MA (8) dated October 2001) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply will constitute a material breach of this Contract.

15.14 Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by the US DOT, whether or not expressly set forth in the preceding Contract provision. All requirements of the DOT, as set forth in FTA Circular 4220.1E, dated June 19, 2003, as it may be amended from time to time, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor must not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

15.15 Environmental Requirements.

For all contracts exceeding \$100,000 in Contract Value, the Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq, and the Clean Air Act, as amended, 42 USC § 7401 et seq. The Contractor also

must report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required, to the FTA and the appropriate US EPA Regional Office.

The Contractor must also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15.16 Fly America.

The Contractor agrees to comply with 49 USC § 40118 (the "Fly America" Act) in accordance with the US General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

PART B, ARTICLE 16. GOVERNING LAW AND JURISDICTION

16.1 Governing Law.

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

16.2 Jurisdiction.

The Contractor hereby irrevocably submits, and will require and cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor.

PART C: INDEX OF EXHIBITS

EXHIBIT 1. SCOPE OF SERVICES

EXHIBIT 2. PAYMENT SCHEDULE

EXHIBIT 3. CONTRACTOR'S KEY PERSONNEL AND AUTHORITY PROJECT MANAGER

EXHIBIT 4. INSURANCE REQUIREMENTS

[Attached]

EXHIBIT 5. CONTRACTOR'S COMPLETED CERTIFICATIONS

- Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters
- Certification of Lower Tier Participant Regarding Debarment, Suspension and other Responsibility Matters
- Disclosure of Lobbying Activities
- Certification Regarding a Drug Free Workplace
- Completed Disclosure of Ownership
- Completed Brief History of Company
- Completed RFP Non-Disclosure Statements

EXHIBIT 6. SPECIAL CONDITIONS

- Special Condition Regarding Disadvantaged Business Enterprise (DBE) Participation
- Contractor's DBE Proposal, including completed DBE Schedules

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SPECIAL CONDITIONS

Special Conditions for Disadvantaged Business Enterprise (DBE) Participation.

Contractor's DBE Proposal

EXHIBIT 7
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APPENDIX C

SPECIAL CONDITIONS DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

**SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
REQUEST FOR PROPOSALS (RFP)
REQUISITION NUMBER: B12FT04192**

I. POLICY AND TERMS

A. The policy of the Chicago Transit Authority is to create a level playing field on which Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26 can compete fairly for contracts financed **in whole or in part with federal funds**.

B. The Authority has established the following DBE participation goal for this project:

Disadvantaged Business Enterprise Goal: 0%

C. **The submitted RFP proposal is to include a written commitment that the proposer will comply with the DBE goal.**

D. The DBE participation goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE participation goal is based on the proposer's operating expenses and not on the total anticipated revenue to be generated by the contract. The proposer may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below.

E. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options and change orders. The proposer agrees to make its best effort to include DBE participation in any contract modification work.

F. The goal may be met, as further explained in Section IV hereof, by proposer's status as a DBE, by a joint venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section V hereof.

G. All documentation of good faith efforts by a proposer **must** be included in the envelope or package containing the proposal.

H. The Authority prohibits agreements between a proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers.

II. DEFINITIONS

- A. **"Area of Specialty"** means the description of the DBE's business, which has been determined by the IL UCP, to be most reflective of the DBE's claimed specialty or expertise. Credit toward the DBE participation goal for this contract shall be limited to the participation of firms performing within their Area of Specialty. The Authority reserves the right to investigate and determine active DBE participation and applicable DBE credit specifically identified for this contract prior to award.
- a. **NOTICE: The Authority does not make any representations concerning the ability of any DBE to perform work within its Area of Specialty. It is the responsibility of the proposer to determine the capability and capacity of the DBE firms to satisfactorily perform the work proposed.**
- B. **"Disadvantaged Business Enterprise" or "DBE"** means a small business certified by the Illinois Unified Certification Program (IL UCP) as a business owned and controlled by socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR, Part 26.
- C. **"Directory"** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the "IL UCP DBE Directory". The directory is available at the Authority's web site... Proposers are responsible for verifying the current certification status of all proposed DBE's.
- D. **"Good Faith Efforts"** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- E. **"IL UCP"** means the Illinois Unified Certification Program.
- F. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Proposers may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.
- a. In order to qualify for credit as a DBE, the DBE must be responsible for a distinct, clearly defined portion of the work and the DBE must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- G. **"LIQ"** means a Letter of Interest and Qualifications.
- H. **"Proposal"** includes the following Authority purchasing requests: Request for Proposals (RFP).
- I. **"Proposer"** includes bidders, consultants and contractors as well as proposers. The terms "Proposer," "Consultant," "Bidder" and "Contractor" may be used interchangeably in these Special Conditions.

- J. **"Purchasing Agent"** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- K. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$22.41 million, or as revised from time to time, over the three (3) previous fiscal years.
- L. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
1. **"Black Americans"**, which includes persons having origins in any of the Black racial groups of Africa;
 2. **"Hispanic Americans"**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 3. **"Native Americans"**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 4. **"Asian-Pacific Americans"**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
 5. **"Subcontinent Asian Americans"**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
 6. **Women.**
 7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The General Manager, DBE Program, may determine on a case-by-case basis that individuals who are not members of one of the above-listed groups are socially and economically disadvantaged.

III. JOINT VENTURES

Contractors may develop joint venture agreements. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and a non-DBE firm. The General Manager, DBE Program, will evaluate the joint venture agreement submitted on behalf of

the proposed joint venture and all related documents to determine whether the DBE requirements have been satisfied. In addition, the General Manager, DBE Program, will consider the record of the joint venturers as joint venturers on other CTA contracts, if any. The decision of the General Manager, DBE Program, regarding eligibility of the joint venture shall be final.

A joint venture is eligible to receive DBE credit if, and only if, all of the following requirements are satisfied:

1. the DBE joint venturer(s) share in the 1) ownership, 2) control, 3) management responsibilities, 4) risks and 5) profits of the joint venture in proportion with the DBE ownership percentage; and
2. the DBE joint venturer(s) are responsible for a clearly defined portion of the work to be performed in proportion with the DBE ownership percentage.

NOTE: DBE/non-DBE joint venturers are creditable at any tier. Whenever a joint venture is proposed as the prime contractor, the Authority requires that each joint venturer sign the proposal submitted to the Authority.

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE by the proposer in its proposal documents shall not conclusively establish the proposer's eligibility for full DBE credit for the firm's participation in the contract. The amount of DBE participation credit shall be based upon an analysis by the General Manager, DBE Program, of the specific duties, which will be performed by the DBE.

The proposer may count toward its DBE goal only expenditures to firms which are currently certified with the IL UCP and which perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a distinct element of the work and carries out its responsibilities by actually performing, managing and supervising the work involved.

To determine whether a firm is performing a commercially useful function, the General Manager, DBE Program, will evaluate the amount of work subcontracted, industry practices and other relevant factors. The General Manager, DBE Program, reserves the right to deny or limit DBE credit to the proposer where any DBE is found to be engaged in substantial pass-through activities with others. DBE participation shall be counted toward the DBE goal in the contract as follows:

- A. Once a DBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as indicated below.
- B. A proposer may count toward its DBE goal that portion of the total dollar value of a contract with an eligible joint venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces.

- C. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts more than thirty percent (30%) or a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. Evidence may be presented by the proposer involved to rebut this presumption.
- D. When a DBE subcontracts a part of the work under the contract to another firm, the value of the subcontracted work may only be counted towards the DBE goal if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.
- E. The proposer may count one-hundred percent (100%) of its expenditures for materials and supplies required under the contract and which are obtained from a DBE manufacturer towards the DBE goal. The proposer may count sixty percent (60%) of its expenditures for material and supplies under the contract obtained from a DBE regular dealer towards its DBE goal. The terms "manufacturer" and "regular dealer" are defined in 49 C.F.R. Part 26.55(e) (1)(ii) and (2)(ii).
- F. The proposer may count towards its DBE goal expenditures to DBEs which are not manufacturers or regular dealers, such as fees or commissions charged for services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies and transportation charges as set forth in 49 C.F.R. Part 26. However, the General Manager, DBE Program, must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
- G. The proposer must use good business judgment when negotiating with subcontractors and take a DBE's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason to fail to meet the DBE goal set forth in the contract, as long as such costs are reasonable.

V. GOOD FAITH EFFORTS

In order to be determined responsible, a proposer must make good faith efforts to meet the DBE participation goal set forth in the contract. The proposer must document the good faith efforts it made in that regard. Thus, the Proposal submitted to the Authority must be accompanied by written documentation prepared by the proposer evidencing all of its sufficient and reasonable good faith efforts toward fulfilling the goal. These efforts must be active steps, and ones, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Mere *pro forma* efforts are not acceptable and will be rejected by the General Manager, DBE Program.

Good Faith Efforts require that the proposer consider all qualified DBEs, who express an interest in performing work under the contract. This means that the proposer cannot reject a DBE as unqualified unless the proposer has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (for example, union vs. non-union employee status), are not legitimate causes for the rejection or non-solicitation of proposals in the

Contractor's efforts to meet the contract DBE participation goal.

The following list, which is not exclusive or exhaustive, sets forth the types of actions, which indicate good faith efforts on the part of a proposer to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a proposal and the type of contract involved.

- A. Attendance at a pre-proposal meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before proposals are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to capable DBEs that their interest in the contract is solicited.
- D. Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - 1. The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact.
 - 2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement explaining why additional agreements with DBEs were not reached.
- E. For each DBE the proposer contacted but rejected as unqualified, the reason for the proposer's conclusion.
- F. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the proposer or the Authority.
- G. Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- H. Documentation that the proposer has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
- I. Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- J. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
- K. Documentation of use of DBEs on other contracts with the Authority.

VI. PROCEDURE TO DETERMINE PROPOSAL COMPLIANCE

The proposer **MUST** complete and sign Schedule D to the Contract documents and must sign Schedule C. If the proposer is a joint venture, the proposer **MUST** complete and sign Schedule B. Schedule C **MUST** be completed and signed by the DBE subcontractor(s). The Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed proposal or promptly upon request from the Authority, when applicable. In addition, any documentation evidencing the proposer's good faith efforts to meet the contract DBE goal must be submitted concurrently with submission of said Schedules. Any proposers submitting proposals without completed and executed Schedules B, C & D and/or evidence of good faith efforts, if applicable will be deemed non-responsible. Proposers who have not submitted Schedules B, C and D with their proposals and who do not submit such Schedules promptly upon request from the Authority will have their proposals rejected by the Authority.

A. Letters of Certification

1. A copy of each proposed DBE firm's current Letter of Certification or Re-certification from the IL UCP should be submitted with the proposal. ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-CERTIFICATIONS. This means that the DBE's certification must be issued by the IL UCP before the due date for proposals.
2. All Letters of Certification or Re-certification issued by the IL UCP include a statement of the DBE firm's area of specialization (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work set forth on Schedule C must conform to its stated area of specialization. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE firm must request an expansion of its area of specialization from its certifying agency in writing prior to the time set by the Authority for proposal opening. Further, the DBE's request must be agreed to by the General Manager, DBE Program, and the DBE firm must be certified prior to the **DUE DATE FOR PROPOSALS**.

B. Joint Ventures

1. Where the proposer proposes to include in its proposal a DBE, which is a joint venturer, the proposer must submit a fully executed copy of the joint venture agreement as well as a completed Schedule B with its proposal. The joint venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.
2. Further, the proposed joint venture agreement shall include specific details related to:
1) contributions of capital and equipment; 2) work items to be performed by the DBE's own forces; 3) work items to be performed under the supervision of the DBE; 4) the DBE management, supervisory and operating personnel to be dedicated to the performance of the project; and 5) the authority of each joint venturer to contractually obligate the joint venture and to expend funds. Failure to submit a copy of the joint venture agreement will cause the firm to be considered by the Authority to be non-responsible.

VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The proposer shall, within five (5) business days of contract award, or prior to any work being performed by the DBE subcontractor, execute written subcontracts or purchase orders with the DBE subcontractors included in the proposal. In the event the proposer cannot complete the agreement with one or more DBE subcontractors within this five day period, the proposer must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the General Manager, DBE Program. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the proposer and its subcontractors must contain a prompt payment clause as required by the Local Government Prompt Payment Act, 50 ILCS 505/9. (See section X.C. hereof.)
- B. During the term of annual contracts, the Contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor an easy to use web-based service for reporting payments rendered to all Subcontractors. The frequency with which these reporting will vary based on each individual contract, but in no event will reporting be required less frequently than quarterly. **Failure to follow these directions may delay payment.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, the contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor with an easy to use web-based service for reporting payments rendered to all Subcontractors. The required entries on B2GNOW must be completed prior to or concurrently with the Contractor's submittal of its final invoice to the Authority user department identified in the contract. PLEASE NOTE: Two different processes must be followed. (1)The original invoices must be submitted directly to the Authority department identified in the contract and (2) a report of Subcontract Payments must be entered onto B2GNOW. **Failure to follow these directions may delay final payment.**

The address for the General Manager, DBE Program, is: **CTA DBE-General Manager, Diversity Department, 567 W. Lake Street, Chicago, IL 60661-1465.**

VIII. DBE SUBSTITUTIONS

- A. Arbitrary changes by the proposer of the commitments previously indicated in **Schedule D** are prohibited. No changes may be made by the proposer to the DBE firms listed on Schedule D after the opening of proposals but prior to contract award. However, in the event the Purchasing Agent, after consulting with the DBE Department, determines that a critical DBE subcontractor is non-responsible, the Authority may require that proposer replace the non-responsible DBE subcontractor prior to contract award. In that event, proposer must replace the non-responsible DBE subcontractor with a responsible, certified DBE subcontractor or show adequate good faith efforts as set forth Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the General Manager, DBE Program for such substitution.

- B. Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C. It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:
1. The Contractor must immediately notify the General Manager, DBE Program, in writing, of the proposed substitution of subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).
 4. If the subcontractor to be substituted for the DBE is not a DBE, the Contractor must show adequate good faith efforts as set forth in Section V hereof.
 5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute subcontractor and the dollar value and scope of work of the proposed subcontract. If the new subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.
 6. The Authority will evaluate the submitted documentation and respond within fifteen (15) business days to the request for approval of a substitution. The Authority's response may approve the request, seek more information, and request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in the Authority's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Authority will respond as soon as practicable.
 7. Actual substitution by the Contractor may not be made prior to the Authority's approval. Once notified of the Authority's approval, the substitute subcontract must be executed within five (5) business days, and a copy submitted to the General Manager, DBE Program.

- D. The Authority will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary in order to comply with the DBE requirements of the contract.

IX. NON-COMPLIANCE

- A. Failure to comply with the DBE requirements of the contract or failure to use DBEs as stated in the proposal constitutes a material breach of contract. The General Manager, DBE Program, shall have the discretion to recommend to the Authority's Purchasing Agent that the Purchasing Agent apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; and debarring or suspending the Contractor from entering into future contracts with the Authority.
- B. The failure by the Contractor to use a DBE subcontractor to the extent the Contractor committed to use said DBE gives the underutilized DBE subcontractor specific contract remedies, including the right to damages, the right to resolve the dispute by binding arbitration before an independent arbitrator and the right to recover its reasonable expenses, including attorneys' fees, if the DBE is the prevailing party, as follows:
1. Damages. In the event the Contractor has not complied with the contractual DBE percentage and the change to the contractual DBE usage has not been approved by the Authority, an affected DBE may recover from the Contractor damages suffered by said DBE as a result of being underutilized. This provision is intended for the benefit of any DBE affected by underutilization and grants such entity third party beneficiary rights. Any rights conferred by this provision are non-waivable and take precedence over any conflicting provisions in the agreement between the Contractor and the DBE.
 2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.
 3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.

4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- E. If the Contractor does not pay any subcontractor or material supplier listed on a pay request, or if a subcontractor or material supplier does not pay any lower tier subcontractor or supplier, within the 15 day time limit set forth in the Local Government Prompt Payment Act, 50 ILCS 5055/9 ("Prompt Payment Act"), the Contractor must pay the subcontractor/material supplier an additional amount for interest at the rate of two percent (2%) per month (or, the amount provided in the Prompt Payment Act, as amended) on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the subcontractor/supplier. Provided that, in the event the Contractor receives less than full payment from the Authority and/or the Contractor has rejected the subcontractor/supplier's work or materials, the Contractor's obligations to make payment are limited by the provisions of the Prompt Payment Act. All agreements between the Contractor and its subcontractors/supplier and with lower tier subcontractors/suppliers must provide for payment and interest as set forth herein.
- F. The Contractor agrees to include the following assurance in all of its subcontracts: "The Contractor and subcontractor shall comply with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-100, et seq.) and the Illinois Public Works Employment Discrimination Act (775 ILCS 5/10/0.01, et seq) and shall refrain from unlawful discrimination under Illinois law in the performance of this contract. The failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate."
- G. In addition, federal and state laws apply to false representations, deception and fraud:
1. Illinois Law. Under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract. 720 ILCS 5/17-29.
 2. Federal Law. False, fraudulent, or deceitful statements made in connection with DBE participation in federal Department of Transportation assisted programs could also result in liability under 49 CFR Part 31, Program Fraud and Civil Remedies and possible prosecution under 18 U.S.C. 1001.

X. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs and shall retain these records for a period of at least three (3) years after final acceptance of the work. Full access to said records shall be granted to the Authority and its Inspector General, its Federal and/or State funding agencies, the U.S. Department of Justice, the USDOT and any duly authorized representatives thereof. In addition, the Contractor shall, at all times, cooperate with the Authority's Inspector General.

The Proposer must also create a bidders list, consisting of information about all subcontractors that submitted a proposal or a quote. The bidders list must include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. The form for the bidders list suggested by the Authority can be found in the DBE forms section of the IFB documents. Failure to submit this information will result in the firm being deemed non-responsible for the contract.

XI. MINORITY FINANCIAL INSTITUTIONS

The proposer is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of proposer's willingness to do business with DBEs. Information about such institutions is available in the Authority's DBE Program Directory, which is available on-line at <http://www.federalreserve.gov/releases/mob/current/default.htm>.

Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

This Schedule B need not be submitted if all joint venturers are DBEs. In such a case, however, the written joint venture agreement and a copy of the current IL UCP Letter of Certification for each DBE must be submitted.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED.

- I. **Name of joint venture:** _____
Address of joint venture: _____

Phone number of joint venture: _____
- II. **Identify each non-DBE venturer(s):**
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- III. **Identify each DBE venturer(s):**
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- IV. **Describe the role(s) of the DBE venturer(s) in the joint venture:**

- V. **Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces; (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.
- VI. **Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer.**
- VII. **Ownership of the Joint Venture:**
A. What is the percentage(s) of DBE ownership in the joint venture?
DBE ownership percentage(s): _____
Non-DBE ownership percentage(s): _____

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VII. Ownership of the Joint Venture *(continued)*:

B. Specify DBE/non-DBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Sharing of profit and loss: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

(b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment *(specify types, quality and quantities of equipment to be provided by each venturer)*:

4. Other applicable ownership interests, including ownership options or other agreements, which restrict or limit ownership and/or control:

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current Chicago Transit Authority contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:

VIII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. *(Identify by name and firm only):*

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

IX. Financial Controls of Joint Venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

- X. State the approximate number of personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the majority firm, DBE firm, or the joint venture.

[illegible]

If **any** personnel proposed for this project will be employees of the joint venture:

- A. Are **any** proposed joint venture employees currently employed by either venturer? _____
Employed by non-DBE (number): _____ Employed by DBE: _____
- B. Identify by name and firm the individual who will be responsible for joint venture hiring: _____

- XI.** Please state any material facts and additional information pertinent to the control and structure of this joint venture.

Schedule B AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

The undersigned affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree, under which work is done for CTA by the venturers, to provide to CTA current, complete and accurate information regarding actual joint venture work and the payment therefor, and any proposed changes to any provision of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of CTA, its Inspector General or any of its funding agencies.

Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

NOTE: *If, after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the General Manager, DBE Program directly in writing or through the prime contractor if the joint venture is a subcontractor.*

Name of DBE Partner Firm

Name of Non-DBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant (Type or Print)

Name and Title of Affiant (Type or Print)

Date

Date

On this _____ day of _____, 20____, the above-signed Officers of

(Name of Joint Venture)

personally known to me as the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS OF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule C:
LETTER OF INTENT FROM DBE TO PERFORM AS
SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Bidder's or Proposer's failure to submit both pages of this form with its bid will result in the bid being rejected in its entirety

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

From: _____
(Name of DBE Firm)

To: _____ and the Chicago Transit Authority
(Name of Prime Contractor)

The DBE status of the undersigned is confirmed by the attached Letter of Certification from the IL UCP dated _____. (If proposing to perform as a DBE/non-DBE Joint Venture, the Letter of Certification from the DBE venturer is attached along with a completed Schedule B and joint venture agreement).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

[illegible]

Sub (or Grand) Total: \$ _____

Multi-Phase Project(s). For those projects that are multi-phase, please indicate the phase in which the DBE will be performing work: _____

**Schedule C:
LETTER OF INTENT FROM DBE**

Sub-Contracting Levels

%_____ of the dollar amount of the DBE's subcontract will be sublet to non-DBE contractors.

%_____ of the dollar amount of the DBE's subcontract will be sublet to DBE contractors.

NOTICE: IF THE DBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.

NOTICE: IF ANY DOLLAR AMOUNT OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE ATTACHED TO THIS SCHEDULE.

NOTICE: Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (5) five calendar days of your receipt of a signed contract from the Chicago Transit Authority.

(Signature of Owner, President or Authorized Agent of DBE)

Name/Title (Print)

Date

Phone

If proposing to perform as a DBE/non-DBE Joint Venture:

(Signature of Owner, President or Authorized Agent of non-DBE)

Name/Title (Print)

Date

Phone

On this _____ day of _____, 20____, the above-signed Officer

(Name of DBE company)

personally known to me as the persons described in the foregoing Affidavit, acknowledged that h/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS OF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule D: DBE UTILIZATION PLAN

Bidder's or Proposer's failure to submit both pages of this form with its bid will result in the bid being rejected in its entirety

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

State of _____

County (City) of _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and duly authorized representative of
(Title of Affiant)

(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Disadvantaged Business Enterprises (DBE) Schedules for each DBE. Listed below is/are the agreement(s) that correspond(s) with the Schedule C submitted by **each** DBE and **listed separately** for **each** DBE participating on the above mentioned contract:

[illegible]

Total Dollar Amount for All DBE Contracts Listed Above: \$ _____

**Schedule D:
AFFIDAVIT OF PRIME CONTRACTOR**

I hereby acknowledge that I have been advised of the following: Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

To the best of my knowledge, information and belief, the facts and representations contained in the aforementioned attached Schedules are true and no material facts have been omitted.

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by this Schedule D and accompanying Schedules, and will enter into such agreements within five (5) calendar days after receipt of the contract executed by the Chicago Transit Authority. In the event the Prime Contractor cannot meet said five (5) day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreement will be completed.

The Prime Contractor designated the following person as their DBE Liaison Officer:

(Name - Please Print or Type)

(Phone)

I do solemnly declare and affirm under penalty of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

(Name of Prime Contractor – Print or Type)

(Signature)

(Name and Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

personally known to me as the person described in the foregoing Affidavit, acknowledged that he/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS OF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

SEAL

NAME OF PRIME BIDDER**BIDDERS LIST****BID NO.** _____**DATE:** _____**JOB ORDER NO.** _____**BID DUE DATE:** _____**BUS. PHONE NO.** _____**ADDRESS:** _____**CITY:** _____**STATE:** _____**CONTACT PERSON:** _____

As the prime bidder, listed below is the information about (Name of Firm) _____
that is requested by the Authority.

Also, included on the following list are all firms who responded to a solicitation by submitting a bid or quote as a subcontractor. Furthermore, included on the list are all firms who submitted a bid or quote on their own. Under gross receipt column list range using the following: **Under \$500,000, \$500,000-\$1,000,000, \$1,000,000-\$2,000,000, \$2,000,000-\$2,500,000, \$2,500,000-\$3,000,000, \$3,000,000-\$3,500,000, \$3,500,000-\$4,000,000, over \$4,000,000.**

FIRM NAME	FIRM ADDRESS	DBE OR NON-DBE	AGE OF FIRM	GROSS RECEIPT RANGE

DBE Assistance Agencies

The following agencies are available to prospective bidders for assistance.

<p>Alliance of Business Leaders & Entrepreneurs (ABLE) 150 N. Michigan Ave., Suite 2800 Chicago, IL 60601 Contact: Donna Gaines Phone: (312) 624-7733 Fax: (312) 275-7841 Email: dgaines@ablechicago.com Website: www.ablechicago.com Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Black Contractor United (BCU) 400 W. 76th St., Suite 200 Chicago, IL 60620 Contact: Belinda Henderson Phone: (773) 483-4000 Fax: (773) 483-4150 Email: belinda_bcu@att.net Website: www.blackcontractorsunited.com Services</p> <ul style="list-style-type: none"> • Business Development
<p>Chatham Business Association (CBA) 8441 S. Cottage Grove Ave. Chicago, IL 60619 Contact: Melinda Kelly Phone: (773) 994-5006 Fax: (773) 994-9871 Email: melkelcba@sbcglobal.net Website: www.cbaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Chicago Minority Business Development Council, Inc. (CMBDC) 105 W. Adams Chicago, IL 60603 Contact: Shelia C. Hill Morgan Phone: (312) 755-8880 Fax: (312) 755-8890 Email: shillmorgan@chicagomsdc.org Website: www.cmbdc.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
<p>Chicago Urban League (CUL) 4510 S. Michigan Ave. Chicago, IL 60653 Contact: Kenya Spann Phone: (773) 285-5800 Fax: (773) 285-7772 Email: kspann@thechicagourbanleague.org Website: www.thechicagourbanleague.org Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Federation of Women Contractors (FWC) 5650 S. Archer Ave. Chicago, IL 60638 Contact: Joan Anderse Phone: (312) 360-1122 Fax: (312) 360-0239 Email: joan@andersenpump.com Website: www.fwcchicago.com Services</p> <ul style="list-style-type: none"> • Business Development
<p>Hispanic-American Construction Industry Association (HACIA) 901 West Jackson Blvd., Suite 205 Chicago, IL 60607 Contact: Jorge Perez Phone: (312) 666-5910 ext. 22 Fax: (312) 666-5692 Email: jperez@haciaworks.org Website: www.haciaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Illinois Hispanic Chamber of Commerce (IHCC) 855 W. Adams, Suite 100 Chicago, IL 60607 Contact: Omar Duque Phone: (312) 425-9500 Fax: (312) 425-9510 Email: oduque@hccbusiness.net Website: www.ihccbbusiness.net Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

DBE Assistance Agencies (Continued)

<p>Latin American Chamber of Commerce (LACC) 3512 W. Fullerton Avenue Chicago, IL 60647 Contact: D. Lorenzo Padron Phone: (773) 252-5211 Cellular: (847) 894-5722 Fax: (773) 252-7065 Email: D.LorenzoPadron@latinamericanchamberofcommerce.com Website: www.latinamericanchamberofcommerce.com</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Philippine American Chamber of Commerce of Greater Chicago (PACCGC) 3413 N. Milwaukee Ave. Chicago, IL 60641 Contact: James Villar Phone: (773) 545-4330 Fax: (773) 545-4373 Email: jamesvillar@paccgc.org Website: www.paccgc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
<p>Women's Business Development Center (WBDC) 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Contact: Freida Curry Phone: (312) 853-3477 Fax: (312) 853-0145 Email: fcurry@wbdc.org Website: www.wbdc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	

Project information and current DBE directory of certified local and out-of-state companies are available.

<p>Chicago Transit Authority Project Information c/o Marina Popovic Purchasing Department 567 W. Lake St. Chicago, IL 60661-1465 Phone: (312) 681-2400 Fax: (312) 681-2405 E-mail: mpopovic@transitchicago.com</p>	<p>Chicago Transit Authority DBE Directory c/o Veronica Alanis Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1465 Phone: (312) 681-2600 Fax: (312) 681-2605 E-mail: valanis@transitchicago.com</p>
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APPENDIX D

BID PROTEST PROCEDURES

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

- A. The Chicago Transit Authority (CTA/ Authority)** will hear and consider a bona fide bid protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Authority. Accordingly, the Authority intends to provide a thorough review of all bona fide bid protests. The Authority's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of bid protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in the Contract Documents of resolving a procurement issue before filing a formal protest with the Authority. In its consideration of a bid protest, the Authority reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

Note – The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

B. Definitions for purposes of this section -

1. The term "days" refers to working days of the Authority.
2. The term "interested party" means any person (a) who is an actual bidder or prospective bidder in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

C. Submission of Protest

Any interested party may file a bid protest with the Authority on the basis that the Authority has failed to comply with applicable Federal or State law or with the Authority's Procurement Regulations. The protest must be filed in accordance with the timing requirements set forth in subsection D. "*Types of Protests and Timing*" of this section, and must include:

1. The name and address of the protestor.
2. The number of the contract solicitation.
3. A statement of the grounds for the protest, and in particular the Federal or State law or Authority Regulation alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision.

Protest should be submitted to: **General Manager Purchasing
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1498**

D. Types of Protests and Timing

The requirement for timely filing of a bid protest with the Authority will depend upon the type of protests involved. The Authority will consider the following three types of protest by interested parties:

1. Protest regarding solicitation

Any bid protest regarding the solicitation by the Authority must be filed **no later than five (5) days before the opening of bids**. Any protest filed after that date which raises issues regarding the solicitation will not be considered by the Authority.

This type of protest would include any claim that the bid solicitation contained exclusionary or discriminatory specifications, any challenge to the basis of award, or any claim that the solicitation documents or the solicitation process violated applicable Federal or State law, or that the Authority failed to follow its Procurement Regulations in the solicitation of bids.

2. Protests regarding bid evaluation

Any bid protest regarding the evaluation of bids by the Authority must be filed with the Authority **no later than twenty (20) days after the opening of bids**. Any protest filed after such date which raises issues regarding the bid evaluation will not be considered by the Authority.

This type of protest would include any challenge to determinations by the Authority of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated federal or State law or the Authority's Procurement Regulations.

3. Protests Regarding Award of Contract

Any protest regarding the award of the contract must be filed **no later than ten (10) days after the date of award**. Any protest regarding the award of the contract filed after that date will not be considered by the Authority.

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the Authority violated Federal or State law or its Procurement Regulations in the award of the contract.

E. Authority Response

1. Types of Protests

The Authority will notify the protestor upon timely receipt of a bid protest and may, where appropriate, request additional information from the protestor. The Authority may, at its discretion, meet with the protestor to review the matters raised by the protest. The Authority's consideration of the particular types of protests will, except as otherwise provided in subsection 2. *"Decisions by Authority"* of this section, be in accordance with the following provisions:

a. Protest regarding solicitation

Upon receipt of a timely filed protest regarding the solicitation, the Authority will postpone the opening of bids until resolution of the protest. No additional bids will be accepted during the period of postponement.

If the protest regarding the solicitation involves a claim of unduly restrictive or exclusionary specifications, the Authority will, in evaluation of the protest, consider both the specific need of the Authority for the feature or item challenged and any effects on competition of including the specification regarding that feature or item. If the Authority determines that such feature or item was included in the specification in order to meet justified and valid transit needs of the Authority, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

b. Protests regarding bid evaluation

Upon receipt of a timely filed protest regarding the evaluation of bids, the Authority will suspend its evaluation of all bids submitted until resolution of the protest if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a bid or the responsibility of a bidder or regarding the Authority's compliance with Federal or State law or its Procurement Regulations.

c. Protests after award

Upon receipt of a timely filed protest regarding the award of a contract, the Authority will issue a stop work order, if necessary, until the resolution of the protest if the Authority determines that the protestor has established a prima facie case that the contract was awarded fraudulently or in violation of that Federal or State law or the Authority's Procurement Regulations.

2. Decisions by Authority

As indicated above, in most instances the Authority will suspend the procurement process upon receipt of a bona fide bid protest. However, the Authority reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process or under the contract in the following cases:

- a. where the item to be procured is urgently required;
- b. where the Authority determines that the protest was vexatious or frivolous; and
- c. where delivery or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly.

After review of a bid protest submitted under this section, the Authority will issue a written decision of the basis of the information provided by the protestor, the results of any meetings with the protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, including resolicitation of bids, revised evaluation of bids or Authority determinations, or termination of the contract. If the protest is denied, the Authority will lift any suspension imposed and proceed with the procurement process or the contract, as the case may be.

The availability of review of bid protest by FTA is described in Section II. As noted in that section, under FTA's revised procurement guidelines the role of the Federal government in bid protest review is quite limited.

SECTION II – FTA BID PROTEST PROCEDURE

Reviews of protests by FTA will be limited to claims that the CTA failed to have or follow protest procedures, or claims that CTA failed to review a complaint or protest. A protestor must exhaust all administrative remedies with the CTA before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

APPENDIX E

CERTIFICATION OF PRIMARY REGARDING DEBARMENT

**CERTIFICATION OF PRIMARY PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

_____, certifies to the best of our knowledge and belief that it and
(Company's name)

its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE PRIMARY PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____ CERTIFIES OR
(Company name)
AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

APPENDIX F

CERTIFICATION – LOWER TIER PARTICIPANT REGARDING DEBARMENT
(MUST BE COMPLETED BY ALL PROPOSED SUB-CONTRACTORS)

**CERTIFICATION OF LOWER TIER PARTICIPANT
REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

_____, certifies to the best of our knowledge and belief that it and
(Company's name)

its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of frauds or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE LOWER TIER PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR
THIRD PARTY CONTRACT) _____ CERTIFIES
(Company name)
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS
SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF
31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

(Signature and Title of Authorized Official)

If you are unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

APPENDIX G

CERTIFICATION- LOBBYING

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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 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 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.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients 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 section 1352, title 31, U.S. Code. 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.

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

APPENDIX H

CERTIFICATION – DRUG-FREE WORKPLACE

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

Pursuant to the definitions regarding a Drug Free Workplace provided in the Drug-Free Workplace Act of 1988, the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*, the Illinois Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, the Federal Acquisition Regulation System ("FAR"), Procedures for Transportation Workplace Drug & Alcohol Testing Programs, 49 CFR 40, and Prevention of Alcohol Misuse & Prohibited Drug Use in Transit Operation, 49 CFR 655, _____ ("Contractor") certifies to the best of its knowledge and belief that it and its principals:

1. Maintain a workplace(s) (i.e. the site(s) for the performance of work done by the Contractor in connection with this contract) safe and free from "controlled substances" as described in the Controlled Substances Act (21 U.S.C. 812) and as further described in regulations 21 CFR 1308.11 - 1308.15.
2. Have neither been convicted, including entering a plea of 'nolo contendere,' nor had sentence imposed by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.
3. Publish and give notice to its employees and sub-contractors that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and also that actions will be taken against any and all employees and sub-contractors found to be violation of same.
4. Provide that all employees engaged in the performance of the contract receive a copy of the above statement, that the employee will abide by the terms of this statement, and that the employee will notify the employer in writing of the employee's conviction no later than five (5) calendar days after such conviction.
5. Provide for appropriate action against an employee for violation of any and all of these rules and that an employee convicted of drug abuse must satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health or law enforcement or other appropriate agency.
6. Comply with all drug and alcohol policies, testing programs and reporting requirements set forth in 49 CFR 40 and 49 CFR 655 whenever the Contractor, its employees, or sub-contractor(s) perform one or more of the following functions considered "safety-sensitive", as defined in 49 CFR 655:
 - a. Operating a revenue service vehicle, including when not in revenue service;
 - b. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
 - c. Controlling dispatch or movement of a revenue service vehicle;
 - d. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
 - e. Carrying a firearm for security purposes.
7. Have in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 *et seq.*) to be filed with the Authority and made available to the general public, or have in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 365/1 *et seq.*).
8. Will otherwise comply with all drug and alcohol policies set forth in applicable Federal, State and local laws and regulations, including, but not limited to the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, 49 CFR 40 and 49 CFR 655 in such version, prior or subsequent to amendment or revision, as is currently enforced or enforceable at and during the execution and performance of this Contract.

In addition to other remedies, the Contractor's failure to comply with any part of the requirements of the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, the Illinois Substance Abuse Prevention on Public Works Projects Act, 49 CFR 40 or 49 CFR 655, may render the Contractor subject to any or all of the following: suspension of payments, termination of contract for default, suspension or debarment.

Signature and Title of Authorized Official

Date

APPENDIX I

DISCLOSURE OF OWNERSHIP

(MUST BE COMPLETED BY PRIME CONTRACTOR AND ALL PROPOSED SUB-CONTRACTORS)

DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

Every Bidder or Proposer (referred to as "Bidder") submitting a Bid or Proposal to the Authority for a Contract shall submit this Disclosure of Ownership and Interests Affidavit (hereafter Disclosure Affidavit or "Affidavit"). If the Bidder is a joint venture, the joint venture and each of the joint venture partners shall complete a Disclosure Affidavit.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

For purposes of this Disclosure Affidavit, the term "Contract" refers to the Contract, concession, agreement, modification, amendment, extension, or other section in connection with which you are submitting the Disclosure Affidavit.

Please note that this Disclosure Affidavit requires Bidders to obtain various certifications from their subcontractors before the subcontractors may perform any work under the Contract. The terms of the required subcontractor certifications are set forth below.

After reviewing your completed Disclosure Affidavit, the Authority's General Counsel or GM, Purchasing may require additional information to achieve full disclosure relevant to the Bid, or other applications.

Requisition Number: _____ Bidder Name: _____

Bidder Business Address: _____

Authority departments to which you are submitting this form (check one):

☐ Purchasing ☐ Other: _____

The undersigned _____, as _____, and on behalf
(Name) (Title)
of _____ ("Bidder" or "Contractor"), having been duly sworn
(Business Address)
under oath certifies as follows:

DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the Bidder is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (A), (B), (C), or (D) below as applicable. All Bidders shall complete Part (E). For Bidders that are sole proprietorships, Part (E) is the only section of Part I that shall be completed. For Bidders that are joint venturers, the joint venture and each member must complete a separate form. Identify all layers of ownership if the firm has a parent firm.

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Not-for-Profit corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| | { } Other: _____ |

A. CORPORATIONS (FOR-PROFIT AND NOT-FOR-PROFIT)

This information must be provided for the corporation and for any parent corporation.

1. Incorporated in the State of _____.
2. List below the name and title of all officers of the corporation:

Name	Title
_____	_____
_____	_____
_____	_____

3. List below the name and title of all directors of the corporation:

Name	Title
_____	_____
_____	_____
_____	_____

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

1. Is the Corporation listed on the New York Stock Exchange? [☐] Yes [☐] No

If the Corporation is listed on an exchange other than the New York Stock Exchange, the name of the exchange is: _____

2. If there are fewer than 100 shareholders, list below the name, business address, and percentage of ownership interest of each shareholder:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

3. If there are 100 or more shareholders, list below the name, business address, and percentage of ownership interest for each shareholder who owns shares or options equal to or in excess of 5% of the ownership of the corporation:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %

_____ %

TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:

List below the name and business address of officers, trustees and board members.

Name	Business Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. PARTNERSHIPS

List below the name and business address and the percentage of ownership interest for each general, limited, or individual partner entitled to receive 5% or more of the profit derived from partnership activities. The names of all individuals in such partnerships must be listed.

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

C. LIMITED LIABILITY COMPANIES

1. List below the names and titles of the officers, if any. If there are no officers, write "none":

Name	Title
_____	_____
_____	_____
_____	_____

2. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager.

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

D. LAND TRUSTS, BUSINESS TRUSTS, ESTATES, AND OTHER SIMILAR ENTITIES

1. Trust name and number, or other information identifying the trust: _____
2. List below the name and business address of all trustees:

Name	Business Address
_____	_____
_____	_____
_____	_____

3. List below the name, business address, and percentage of ownership interest of all beneficiaries:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS

1. Is any ownership interest in the Bidder held by one or more agents or nominees on behalf of another individual or legal entity? ☐ Yes ☐ No

If Yes, list below each principal's name, business address, percentage of ownership interest, and the name of the principal's agent or nominee:

Name	Business Address	Ownership Interest	Agent/Nominee
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

2. Is the Bidder or any ownership interest in the Bidder, constructively controlled by another individual or legal entity, other than an agent or nominee disclosed above? ☐ Yes ☐ No

If Yes, list below the name and business address of each individual or entity possessing constructive control, the party whose interest is controlled, and the relationship between the two under which the control is or may be exercised:

Name	Business Address	Name of Party Whose Interest is Controlled	Relationship
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

3. Is any stock or beneficial interest in the Bidder held by a corporation or other legal entity?
[] Yes [] No

If Yes, each such corporation or other legal entity shall make all disclosures requested in Part I (Disclosure of Ownership Interests) of this Disclosure Affidavit and shall certify all information provided.

4. Is any ownership interest held by a current or former CTA employee? [] Yes [] No

If Yes, provide names and amount of ownership interest:

Name	Ownership Interest
_____	_____ %
_____	_____ %
_____	_____ %

5. Is any current or former CTA employee employed by the Bidder: [] Yes [] No

If Yes, provide name, title and areas of responsibility:

Name	Title	Areas of Responsibility
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: The information provided in this form, shall be kept current. In the event of material changes, the Bidder shall supplement this Affidavit, up to the time the Authority takes action on the Bid, or other application for which this Affidavit is being submitted.

BIDDER:

By _____
(If a corporation and signed by any person other than the President or Vice-President, a certified copy of a resolution or by-law authorizing such person to sign, must accompany this contract)

NOTARIZATION - REQUIRED

State of _____

County of _____

Signed and Sworn to before me on
this _____ day of _____, 2002

By _____
(Signature of Notary Public)

(NOTARY'S SEAL)

APPENDIX J

VENDOR PROFILE

Appendix J Vendor Profile Form

[illegible]

Attach audited financial statements covering 2008, 2009, and 2010.	Attached (mark w/ X)	Yes		No	
Provide key financial information (in Thousands of US Dollars):	2009	2010	2011		
<u>Income Statement Data</u>					
Net Revenues					
Cost of Goods Sold or Cost of Sales					
Selling, General and Administrative Expenses					
Depreciation					
Interest Expense					
Taxes					
EBITDA					
EBIT					
Net Income					
<u>Balance Sheet Data</u>					
Total Assets					
Total Current Assets					
Inventory					
Total Liabilities					
Total Current Liabilities					
Total Shareholder Equity					
<u>Statement of Cash Flow Data</u>					
Cash flow from Operations					
Cash flow from Financing					
Cash flow from Investing					
<u>Share Price Data</u>					
52 Week Range (52 Week Low-52 Week High)					
Market Capitalization					
Describe clients served between 1/1/1999 and RFP receipt date by the company and industries represented.					
Of the above, please describe public sector and transportation.					
What is the concentration of revenues with clients – Identify the % of revenues represented by the Top 5 and Top 10 clients					
What is your most recent D&B credit rating?					
What is your most recent Bond Rating?					
What is the effective date of the Bond Rating?					
Please specify rating company (Moody's, S&P, Fitch, etc.)					

Note: The CTA, at its option, may require a vendor to provide additional support and/or clarify requested information.

APPENDIX K

INSURANCE REQUIREMENTS

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Short Form rev. 11/13/09]

REQUISITION NUMBER: **B12FT04192**

SPECIFICATION NUMBER CTA: _____

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

1. HOW TO COMPLY IF CGL, AUTOMOBILE LIABILITY, OWNERS PROTECTIVE LIABILITY, BUILDER'S RISK INSURANCE, CONTRACTORS POLLUTION LIABILITY, WORKERS COMPENSATION AND/OR PROFESSIONAL LIABILITY ARE REQUIRED BY PART III OF THIS DOCUMENT.

Contractors must provide the CTA with the following documents:

- a) CTA Certificate of Coverage on the CTA approved form. The CTA Certificate of Coverage may be completed only by an authorized representative of the insurance company, an agent, broker, or underwriter. Certificates of Insurance must disclose all deductibles and/or self insured retentions.
- b) Certified copy of the insurance policy

Methods (a) is a temporary method that is valid only for 90 days. Policies must be furnished prior to the expiration of this 90 day period. Failure to provide policies before expiration of this 90 day period is a material breach of the Contract which may result in default and, if uncured, termination for default.

2. HOW IS RAILROAD PROTECTIVE LIABILITY INSURANCE SATISFIED? THE CTA'S RAILROAD PROTECTIVE LIABILITY PROGRAM PROVIDES \$2,000,000 PER OCCURRENCE/ \$6,000,000 AGGREGATE LIMITS. TO BE IN COMPLIANCE WITH THE RAILROAD PROTECTIVE REQUIREMENTS, SEE PART III.B OF THIS DOCUMENT.

- For work performed within fifty (50) feet of rail right-of-way, the work of the Contractor is covered through the Blanket Railroad Protective policy.
- The contractor must provide evidence that the CGL policy exclusion for work within fifty (50) feet of rail right of way has been deleted by endorsement to their CGL policy.

The CTA may cancel the Blanket Railroad Protective Liability Policy prior to the expiration of coverage. If cancelled, The CTA agrees to provide the contractor with 30 days prior written notice.

If any portion or all of the need for or cost of such insurance shall result from Contractor's breach of this Contract, such insurance costs shall be a non-reimbursable cost to Contractor. CTA reserves the right to review the remaining project scope and to determine if the work to be performed within fifty (50) feet of rail right of way requires Railroad Protective Liability Insurance. The CTA further agrees that for premium expenses incurred by the Contractor for Railroad Protective Liability Insurance will be a reimbursable expense.

B. DEADLINE FOR INITIAL SUBMITTAL OF CONTRACTOR'S INSURANCE AND BOND DOCUMENTS.

The Contractor must furnish all required insurance and performance and payment bond documents within fourteen days of the date that the Contractor receives a letter (the "Insurance Submittal Letter") from the CTA's General Manager of Purchasing requesting the Contractor to submit the documents required by these Insurance and Bond Requirements. CTA will not execute the Contract until the required insurance and bond documents are delivered to CTA and approved by CTA. Failure to deliver the required documents within fourteen days of receipt of the Insurance Submittal Letter is a material failure to comply with the specifications and may result in any or all of the following at the CTA's sole discretion:

1. debarment or suspension, and
2. determination of Contractor non-responsibility.

C. CTA ADDRESS.

All notices and documents must be mailed to the CTA at:

Chicago Transit Authority
Manager of Insurance Controls, Risk Compliance
567 W. Lake St.
Chicago, IL 60661

D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

1. The Contractor expressly agrees that failure to comply and maintain compliance with all insurance and bond requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract. In addition, such failure, if uncured, may result in debarment and suspension.
2. The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

PART II. INSURANCE REQUIREMENTS

- A. The CTA must be named as an Additional Insured and Certificate Holder. When the CTA is an additional insured, the coverage shall be primary.
- B. The CTA must be the Named Insured on the Owners Protective Liability and Builders Risk Insurance policies.
- C. The Commercial General Liability and Owners Protective Liability, General Aggregate Limit of Liability, if any, must apply on a per occurrence basis.
- D. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance, with the exception of Railroad Protective.
- E. To the extent permitted by the Contractor's insurance policies required by the CTA, the Contractor and its insurers waive all rights of subrogation against the CTA.
- F. The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

PART III. INSURANCE COVERAGES

A. WORKERS COMPENSATION

Coverage A: In form and in accordance with the laws of the State of Illinois.

Coverage B: Employers Liability:

\$1,000,000 Bodily Injury by Accident

\$1,000,000 Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Per Occurrence

The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Products/Completed Operations to be maintained in full force and effect for a period of two (2) years following final completion of the work under the Contract, (iii) Independent Contractors' Protective Liability, (iv) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (v) Broad Form Property Damage, including Products/Completed Operations, (vi) Bodily Injury and Personal Injury Liability, with employee and contractual exclusions deleted, (vii) Severability of Interest and Cross Liability endorsement and (viii) Contractor expressly agrees to waive, and will require its insurer to waive, its rights, benefits and entitlement under the "Other Insurance" clause of its Commercial General Liability policy, with respect to the CTA.

When work is to be performed within fifty (50) feet of rail right-of-way the Contractor will be enrolled as a participant in the CTA Blanket Railroad Protective program. In addition, Contractors and Sub-contractors are required to provide endorsements to their CGL policy eliminating the exclusion for work within fifty (50) feet of rail right-of-way.

- a. Limits must be equal to the Railroad Protective Liability per occurrence limit of \$2,000,000 per occurrence.
- b. An endorsement must be provided deleting the contractual exclusion for work within 50' of the rail right of way.
- c. A certificate of insurance satisfying (a) and (b) above must be presented.

C. AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage)

N/A Uninsured/Underinsured Motorist Including Owned, Non-Owned, Hired and Borrowed Vehicles and Equipment

D. UMBRELLA LIABILITY

N/A Each occurrence and in the aggregate, excess of the underlying policies.

The Umbrella Liability Policy shall specifically identify each of the policies described in A, B, and C above on the Schedule of Underlying Coverages, and shall provide coverage at least as broad as each of the underlying policies.

E. OWNERS PROTECTIVE LIABILITY

N/A General Aggregate (Per Location)

N/A Per Occurrence

N/A Combined Single Limit (Bodily Injury and Property Damage Per Location)

The definition of designated contractor must be amended to include contractors of every tier.

F. THE CTA WILL PROVIDE A BLANKET RAILROAD PROTECTIVE LIABILITY POLICY:

N/A Bodily Injury/Property Damage per Occurrence

N/A Bodily Injury/Property Damage Aggregate

G. CARGO LIABILITY/INLAND MARINE

N/A OCC/AGG

H. PROFESSIONAL LIABILITY

\$2,000,000 PER CLAIM

I. OTHER INSURANCE: CTA NAMED ADDITIONAL INSURED ON THE GENERAL LIABILITY POLIC

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

- A. The Contractor shall furnish separate Performance and Payment Bonds.
- B. The surety or sureties issuing the bond must be acceptable to the Authority and must have a Best's Key Rating Guide of A VII or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.
- C. The Performance Bond shall be for faithful performance of the Contract.
- D. The Payment Bond shall be for security for the payment of all persons for furnishing materials, provisions, or other supplies, or items used in, upon, for, or about the performance of the Work contracted to be done, or for performing any Work or labor thereon of any kind.
- E. The Authority reserves the right to require additional security under this Contract if any surety upon any bond furnished with this Contract becomes unacceptable to the Authority.

PART V. PERFORMANCE AND PAYMENT BONDS REQUIRED FOR THIS CONTRACT.

Payment Bond: N/A

Performance Bond: N/A

Fidelity Bond: N/A



Issue Date: _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ RFP#: _____

Address: _____
 (NUMBER & STREET)

 (CITY) (STATE) (ZIP)

Specification #: _____

Project #: _____

Contract #: _____

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Chicago Transit Authority. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Chicago Transit Authority at the address shown on this Certificate. This certificate is issued to the Chicago Transit Authority in consideration of the contract entered into with the named insured, and it is mutually understood that the Chicago Transit Authority relies on this certificate as a basis for continuing such agreement with the named insured.

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse <input type="checkbox"/> Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution Commercial General Liability Form #: CG 00 01 _____				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____ <u>Deductible and/or Self Insured Retention</u> \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				WC \$ _____ Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				_____

- a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
 "The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- c) General Liability, Auto Liability, Workers Compensation and Property insurers shall waive all rights of subrogation against the Chicago Transit Authority.
- d) The General Liability policies, including excess and umbrella will insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause contained in the Contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). The Contractor shall be responsible for arranging that all subcontractors maintain the necessary insurance requirements.
- e) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice	Signature of Authorized Representative
Certificate Holder/Additional Insured	_____
Chicago Transit Authority Dept. of Risk Management 567 W Lake St. Chicago, IL 60661	Agent/Company Address _____ Telephone _____

APPENDIX L

NON-DISCLOSURE STATEMENT

RFP NON-DISCLOSURE STATEMENT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP"), **Requisition No. B12FT04192 Request for Proposal (RFP) for Risk Management Information System Solution and Services for a period of three years with two one-year options:** _____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP.

Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the RFP (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.
2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.
3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and Warehousing and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manager - Purchasing, or Vice President – Purchasing and Warehousing.
4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.

5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.
6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.
7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.
8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.
9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

RFP NON-DISCLOSURE STATEMENT SUB-CONSULTANT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP") **Requisition No. B12FT04192 Request for Proposal (RFP) for Risk Management Information System Solution and Services for a period of three years with two one-year options:** _____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP.

Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the RFP (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.
2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.
3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and Warehousing and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manager - Purchasing, or Vice President – Purchasing and Warehousing.
4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.

5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.
6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.
7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.
8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.
9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX M

VENDOR REFERENCE FORM

Vendor References Form

Reference Contact Information			
Reference Name		Initial Date of Work with Contact	
Contact Name		Original Contract Term	
Address		Any Contract Extensions	
		Termination Date of Contract	
		Reason for Termination	
Contact Title		Telephone Number	
E-mail		Fax Number	
Nature of Relationship with Company			
Approximate \$ Size of the Contract			
Services provided/Software Implemented			
Name of Vendor Project Manager and Client Project Manager			
Detailed Description of Your Responsibilities			
Roles & Responsibilities:			
Were you the Prime Contractor?			
Subcontractors & Responsibilities:			

APPENDIX N

TABLE OF EXCEPTIONS

Table of Exceptions

Vendor must identify the page, section number, provision and the specific exception, non-conformance and/or substitute language proposed. Failure to identify any specific items of non-compliance will result in CTA assuming compliance. The CTA, at its sole discretion may reject any exception or specifications within the proposal.

[illegible]

APPENDIX O

TRAINING PLAN FORM

Appendix O **Training Plan Form**

Vendors should use this table to illustrate proposed training activities.

Topic	Training Audience	Learning Objectives	Description	Duration (# days, weeks)	Delivery approach ¹	Training Location

¹ Delivery approach examples include: Classroom presentation, at worksite, self-study, etc.