



CHICAGO TRANSIT AUTHORITY

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

April 28, 2011

Subject: Requisition No. B11FT03418 – Request for Proposals for Hosting, Maintenance, and Enhancements to the Chicago Transit Authority's Customer Websites for a period of up to three years.

Notice of Addendum # 1

Dear Proposer:

The attached **Addendum #1** contains answers to written questions. Please take this information into consideration in the preparation of your proposal. The proposals opening submittal date will remain unchanged, Friday, May 6, 2011.

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

By Mail
Chicago Transit Authority
Bid Office
P.O. Box 7554
Chicago, IL 60680-7554

Delivery Service or In Person Drop-off
Chicago Transit Authority
Bid Office – 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1498

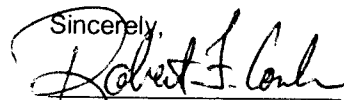
Where proposals are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery only to the Bid Office, no later than the advertised date and hour for the receipt of the proposals. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

Proposal packages must be clearly marked with proposer's name, address, subject matter of proposal, including requisition number, advertised date, and the hour designated for the receipt of proposals as shown on the advertisement.

Proposal Due Date: Friday, May 6, 2011

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

Proposals received after that time will be returned unopened.

Sincerely,


Robert Conlin
General Manager, Purchasing

cc: File
RFC/is

Addendum #1 - Answers to Written Questions

Requisition No. B11FT03418

RFP for

Hosting, Maintenance, and Enhancements to the Chicago Transit Authority's Customer Websites

1. Q: Can a business based in India or outside USA apply for this RFP and work remotely, provided they meet required standards for this service?

A: Yes, CTA will accept proposals from firms who are not established in the United States. It is the firm's responsibility to attend meetings at a designated CTA facility. Please refer to section 3.4.3 of the RFP "Project Meetings." Vendors are to provide all travel cost to attend the meeting on the price proposal.

The time for questions has passed, no further questions will be accepted. There are no other changes at this time.

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 St., Chicago, Illinois 60661-1498, no later than 3:30 p.m. on Friday, May 6, 2011:

Req. B11FT03418.

Request for Proposals (RFP) for Hosting, Maintenance, and Enhancements to the Chicago Transit Authority's Customer Websites for a period of up to three years.

Written questions regarding this RFP will be accepted no later than 4:30 p.m., Wednesday, April 27, 2011. You may send written questions to Iliana Stark via e-mail at istark@transitchicago.com.

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

Any contract resulting from this solicitation 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 the Illinois Human Rights Commission.

Contractor will be required to certify that their firm is 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.

This contract shall be subject to the Federal Construction Safety and Health Standards Clause.

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. Acceptance of any proposal is subject to concurrence by the Regional Transportation Authority and the United States Department of Transportation.

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

CHICAGO TRANSIT AUTHORITY

By: Robert F. Conlin
General Manager, Purchasing

April 22, 2011



CHICAGO TRANSIT AUTHORITY

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

April 20, 2011

Subject: Requisition No. B11FT03418 – Request for Proposals for Hosting, Maintenance, and Enhancements to the Chicago Transit Authority's Customer Websites for a period of up to three years.

Dear Proposer:

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

Delivery Service or Drop Off

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1498

or Mail to

Chicago Transit Authority
Bid Office
P.O. Box 7554
Chicago, IL 60680-7554

Due Date: Friday, May 6, 2011

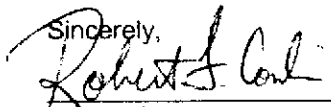
Proposals must be received no later than 3:30 p.m. Chicago time

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 (10) copies of the Technical section,
Four (4) copies of the DBE section, and
Ten (10) copies of the Price Proposal section are to be provided

Written questions regarding this RFP will be accepted no later than 4:30p.m., Wednesday, April 27, 2011. 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,

Robert Conlin
General Manager, Purchasing

cc: File



Chicago Transit Authority
Requisition No. B11FT03418

Request for Proposals

for

Hosting, Maintenance, and Enhancements to the Chicago Transit Authority's Customer Websites for a Period of up to Three Years.

Confidentiality and Non-Disclosure: Firms requiring assistance shall only contact Iliana Stark, Procurement Administrator at (312) 681-2650 or Robert Conlin, General Manager, Purchasing at (312) 681-2420. 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 R) with the proposal and to require all sub-consultants to submit signed copies of the "RFP Non-Disclosure Statement Sub-Contractor" (Appendix R) with the proposal.

ISSUED BY
Purchasing Department, Chicago Transit Authority
P.O. Box 7554
Chicago, Illinois 60680-7554
Marina Popovic, Vice President, Purchasing
Richard L. Rodriguez, President
Terry Peterson, Chairman

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Glossary

Account-based	SmartCard that retains value balance in an account, not on the card itself. Value is electronically added to card as long as a valid credit source is on file. (e.g. Chicago Card Plus).
ACH	Automated Clearinghouse
ADA	Americans with Disabilities Act
AFC	Automated Fare Collection System
CCA	Chicago Card Application
CCOC	Chicago Card Operations Center
Chicago Card	Stored Value SmartCard
Chicago Card Plus	Account-Based SmartCard
CSR	Customer Support Representative
CTA	Chicago Transit Authority
DBE	Disadvantaged Business Enterprise
Disable	AFC status of SmartCard, preventing its use on the CTA system.
EFT	Electronic Funds Transfer
Enable	AFC status of SmartCard, allowing its use on the CTA system.
FAQ	Frequently Asked Questions
File Upload	Electronic submission of Transit Benefit enrollment & monthly orders.
FMT	Fare Media Type; a number code corresponding to a specific card type.
Hotlist	List containing lost, stolen or defective cards that have been deactivated.
Pay-per-use	Stored value card available in several denominations.
Period pass	Card with standardized prices for varying periods (e.g. 7-day pass, 30-day pass, etc.).
PCI	Payment Card Industry standard for secure handling of credit card information SSL Secure Socket Layer; ensures online transaction security.
SmartCard	Contactless card similar in size and shape to a credit card, containing a microprocessor and memory (which allows it to store and process data) and complying with ISO 7816 standard.
Stored value	Smartcard that retains remaining value calculation on the card itself, not on a central server. (Chicago Card).
TPA	Third Party Administrators; administer Transit Benefits on behalf of employers.
Transit Benefits	Program that allows employers to deduct the price of transit products from the employee's pretax earnings.

1. Background and Objectives

1.1. CTA Overview

The Chicago Transit Authority (CTA) operates the second largest public transportation system on the North American continent. The CTA's Service Area is composed of the City of Chicago, plus 40 suburbs, with a service population of 3.9 million people. The CTA has a combined operating and capital budget of approximately \$1.5 billion (2005). CTA's weekday system ridership totals nearly 1.7 million trips.

The *Chicago Transit Authority* operates over 2,000 buses, which travel more than 209,000 miles per day along 140 routes with approximately 12,000 posted bus stops. The CTA's fleet of 1,190 *rapid transit rail* cars operates over eight lines, traveling more than 242.2 miles of track per day and serving a total of 144 stations.

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

1.2. Chicago Card Application Overview

The CTA utilizes a custom-built Customer Relationship Management (CRM) application to manage over 700,000 active Chicago Card/Plus cards. This application is a permission-based integrated application hosted off-site by a contracted third party.

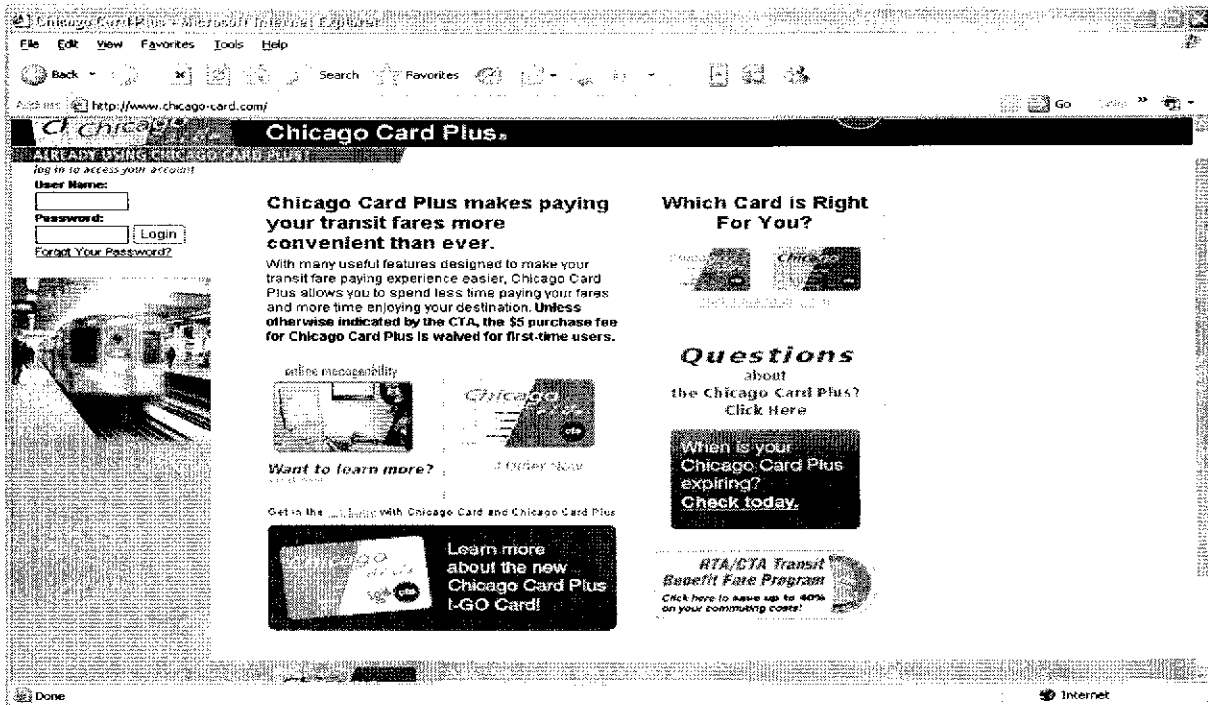
The Chicago Card Application (CCA) supports both stored value and account based smartcards. It is a Web-based customer management system with credit card processing (clearinghouse) functionality. The CCA also supports the Chicago Card Plus Transit Benefit Program, enabling customers to utilize pre-tax payroll deductions to fund their Chicago Card Plus account.

The CCA is used by customers as well as by CTA personnel charged with administering and managing the Chicago Card program. Customers access the application via the Internet to order their Chicago Cards, view their account history (last 90 days only), set their fare preference, replenishment increments, notification levels, request a replacement cards, and generate customer service inquiries. The CCA manages inventory, order fulfillment, card and account information, imports transit system usage data from the CTA's automated fare collection (AFC) system, tabulates account balances, exports data to the AFC system, disables cards with insufficient account balances, hotlists canceled and replaced cards, and runs management reports. The CCA also uses a secure clearinghouse functionality to charge customers' credit cards for orders and replenishment. The CCA has a cross-functional user base within the CTA comprised of customer service, finance, operations, and technology management.

Section 1.2.1 and 1.2.2 summarizes the components of the CCA.

1.2.1. Customer Web Portal (Front End)

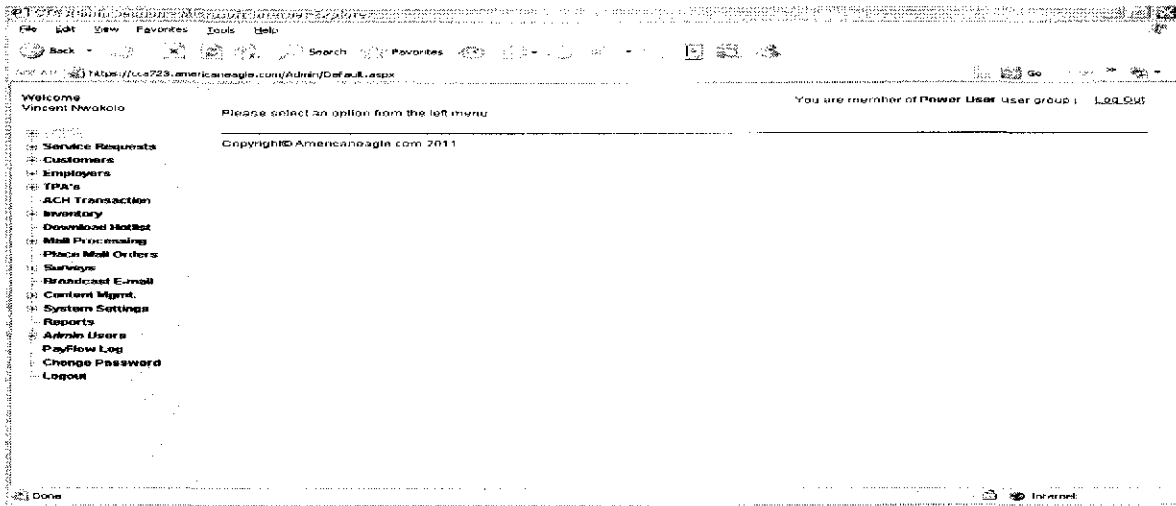
<http://www.chicago-card.com>



- FAQ's (Frequently Asked Questions)
- Information on features of Chicago Card & Chicago Card Plus
- Links to CTA Home Page, Chicago Card Plus Transit Benefit Program
- Order and/or Purchase Chicago Card/Plus
- Register Chicago Card/Plus
- Access Chicago Card/Plus Account
- Account Management (account-based cards only)
- View Transaction History (account-based cards only)
- Generate service request
- Request replacement

1.2.2. Internal CTA Uses (Back End)

<https://www.chicago-card.com/admin>



- Inventory management
- Create orders, including registration
- Process mail orders
- Order fulfillment (new & replacement orders)
- Address & resolve customer service requests
- Manage customer account information
- Post payments to stored value cards and/or accounts
- Manage the Chicago Card Plus Transit Benefit Program
- Suite of Reporting capabilities
- Enable - AFC status of SmartCard, allowing its use on the CTA system
- Disable - AFC status of SmartCard, preventing its use on the CTA system
- "Hotlist" [turn off or on] cards that should no longer be accepted on CTA trains or buses
- Receive and send data to and from the CTA automated fare collection (AFC) system
- Process credit card authorizations and transactions for orders and auto-replenishment of account balances.
- Track & report credit card transactions (PayFlow log)

1.3. Transitchicago.com Web-site Overview

Transitchicago.com serves approximately 5.8 million page views (among 1.6 million unique visits) each month for CTA customers, business partners, and other parties. Transitchicago.com is the primary website for CTA customers and business partners.

Essential system- and service-related information, including real-time CTA Train information, maps, route information, schedules/timetables, a functional trip planning widget which interprets certain common requests and redirects people to the best possible result at third party trip planning sites, site-wide behaviors when major events are affecting services, database-driven Customer Alert information, and the CTA Train Tracker service which pulls information from databases inside CTA's network and presents it meaningfully to our customers. It also hosts information about current and planned projects to improve and expand service through the CTA's service area. Search functionality is available to search within Web pages, news items and documents in the document library. Application Programming Interfaces

(API) are available on the site providing pathways for third parties into a variety of data including the back-end databases that power the integrated Customer Alerts system and Train Tracker.

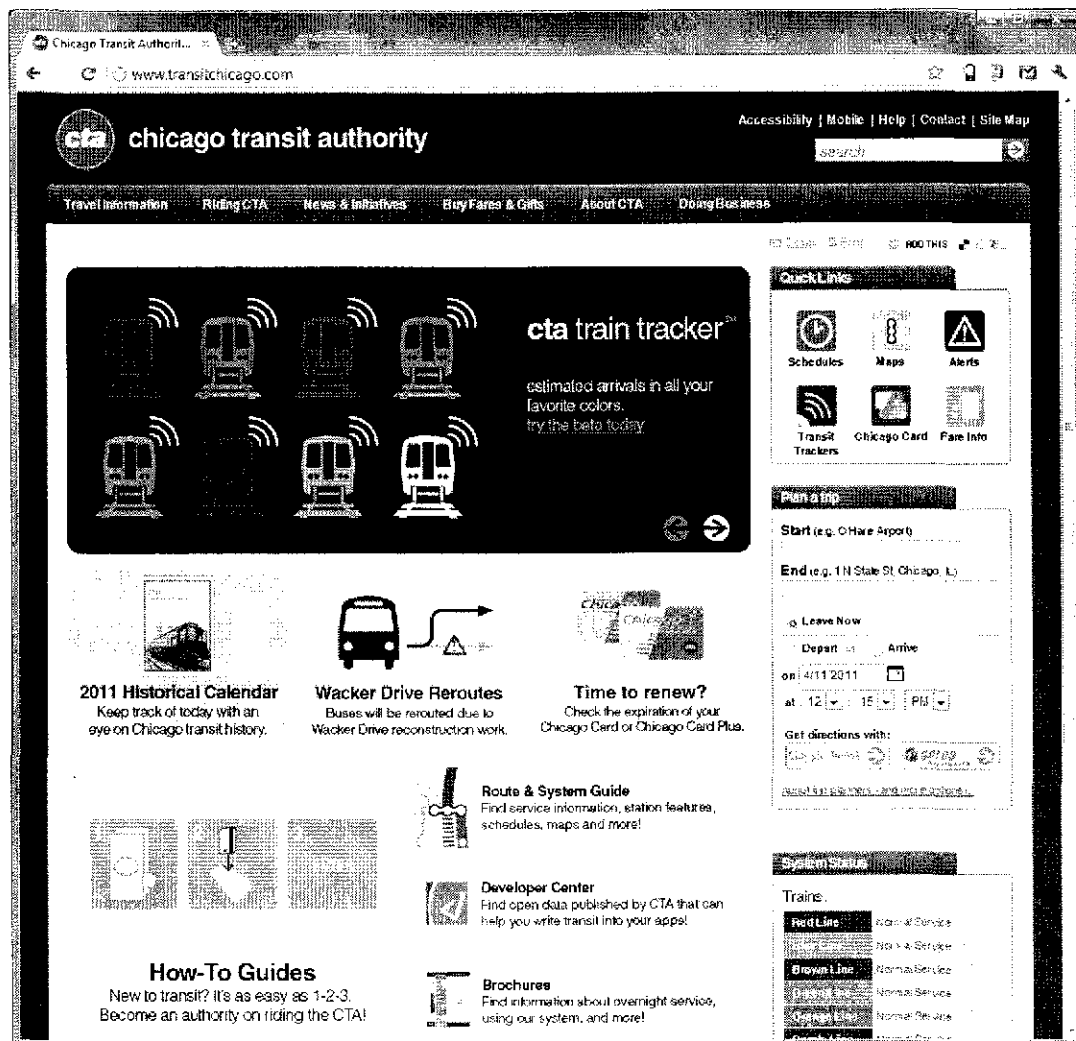
For CTA business interests, there are Bid Postings, Press Releases, Board Meeting Notices, Agendas, Minutes, Public Notices of meetings and actions and other related documents. Transitchicago.com also hosts and/or leads people to job openings, financial information, documents relating to Freedom of Information Office, Office of Inspector General, and Marketing or Promotional materials.

A separate, mobile-optimized set of content is available presenting information most likely to be of high relevance to mobile users, including Train Tracker information.

Item 1.3.1 summarizes the components of the website.

1.3.1. CTA Website – Transitchicago.com

<http://www.Transitchicago.com>



Site Map

- **Travel Information**
 - Trip Planners
 - Maps
 - Schedules
 - List of Bus Schedules
 - List of Train Schedules
 - Fares
 - Complete Fare Chart
 - Reduced Fare & Free Ride Programs
 - Passes (Unlimited Ride Cards)
 - Where to Buy Fares
 - Vending Machine Locations
 - Chicago Cards & Transit Cards
 - U-Pass
 - Transit Benefit Fare Program (Pre-Tax Fares)
 - Student Riding Permit
 - Military Service Pass
 - Seniors Ride Free (RTA)
 - CTA Bus Tracker
 - On the Web
 - By Text (SMS) Message
 - CTA Train Tracker
 - Pick a stop
 - Help & Notes
 - Feedback/Survey
 - Transit Apps
 - Customer Alerts
 - 'L' Alerts (Trains)
 - Bus Alerts
 - Elevator/Accessibility Status Alerts
 - e-Alerts (Subscriptions)
 - Weekend Service Changes
 - Weekday Service Changes
 - RSS Feeds
 - Wacker Drive Reconstruction Reroutes
- **Riding CTA**
 - Service Overview
 - Brochures
 - Routes / System Guide
 - Bus Routes
 - Red Line
 - Blue Line
 - Brown Line
 - Green Line
 - Orange Line
 - Purple Line
 - Pink Line
 - Yellow Line
 - How-to Guides
 - Plan a Trip / Find Your Way
 - Regional Transit Connections
 - Bus Tracker by Text (SMS)
 - Buying Fares / Tickets
 - Paying a Fare
 - Renew Expiring Chicago Cards

- [Riding the Bus](#)
 - [Riding the Train](#)
 - [Bikes on Buses](#)
 - [Bikes on Trains](#)
 - [Accessibility Video](#)
- [Visitor Information](#)
 - [Chicago Sports Venues](#)
 - [Group Sales](#)
 - [Related Links](#)
 - [Photo Policy](#)
- [Safety & Security](#)
 - [Elevator & Escalator Safety Tips](#)
- [Accessibility](#)
 - [Frequently Asked Questions](#)
 - [How-To Video](#)
 - [List of Accessible CTA Services](#)
 - [Customer Assistant Hours](#)
 - [ADA Advisory Committee](#)
- [Popular Destinations](#)
 - [Major Sports Venues](#)
- [Bike & Ride](#)
 - [On the bus](#)
 - [On the train](#)
- [Park & Ride](#)
- [Getting to O'Hare and Midway Airports](#)
- [Lost & Found](#)
- [Avoiding I-290 Construction](#)
- **[News & Initiatives](#)**
 - [Press Releases](#)
 - [Reports & Notices](#)
 - [@ the CTA \(Newsletter\)](#)
 - [Connections \(TV Show\)](#)
 - [Performance Reports](#)
 - [Ridership Reports](#)
 - ['L' Slow Zone Maps](#)
 - [Mystery Shopper](#)
 - [Charter a Train](#)
 - [Going Green](#)
 - [Sustainable Transportation](#)
 - [Clean Vehicles](#)
 - [Multimodal Connections](#)
 - [Efficient Facilities](#)
 - [Resource Recycling](#)
 - [Green Grants](#)
 - [Developer Center](#)
 - [Bus Tracker API](#)
 - [Customer Alerts API](#)
 - [DIY Bus Tracker Display](#)
 - [Scheduled Service Data \(GTFS\)](#)
 - [Further Reading](#)
 - [Developer Terms of Use](#)
 - [Improvement Projects](#)
 - [Cermak-Chinatown Renovation](#)
 - [Grand/State Renovation](#)
 - [North/Clybourn Renovation](#)

- [New Morgan Station \(Morgan/Lake\)](#)
 - [New Oakton Station \(Skokie\)](#)
 - [Slow Zone Elimination](#)
- [Planning & Expansion](#)
 - [Red & Purple Modernization Project](#)
 - [Alternatives Analysis Studies \(and archives\)](#)
 - [Circle Line Alternatives Analysis](#)
 - [Red Line Extension](#)
 - [About the Project](#)
 - [About the Project: Alternatives](#)
 - [About the Project: Purpose and Need](#)
 - [About the Project: FAQ](#)
 - [Project Schedule](#)
 - [Environmental Review](#)
 - [Project Documents](#)
 - [Get involved & stay informed](#)
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 - [Get involved & stay informed](#)
- [Bus Tracker for Business](#)
- [5000-Series Rail Cars](#)
- [Buy Fares & Gifts](#)
 - [Fare Information](#)
 - [Buy Transit Cards & Passes Online](#)
 - [Where to Buy Fares, In Person](#)
 - [Vending Machine Locations](#)
 - [Chicago Card](#)
 - [Chicago Card Plus](#)
 - [Gifts \(ctagifts.com\)](#)
 - [Group Sales](#)
- [About CTA](#)
 - [Customer Service](#)
 - [Overview \(About Us\)](#)
 - [Historical Calendar](#)
 - [Facts at a Glance](#)
 - [A Letter from the Chairman & President](#)
 - [Governance & Administration](#)
 - [Transit Board Meetings](#)
 - [Meeting Notices, Agendas and Minutes](#)
 - [Public Comment Process](#)
 - [Board Presentations](#)
 - [Reference Documents](#)

- [Reports & Notices](#)
 - [Ordinances](#)
 - [ADA Advisory Committee](#)
 - [Reports & Notices](#)
 - [Finance & Budget](#)
 - [Performance Reports](#)
 - [Historical Performance Indicators](#)
 - [Rail Slow Zone Maps](#)
 - [Ridership Reports](#)
- [Documents](#)
- [FAQ](#)
- [Employee Portal](#)
- [Contact Us](#)
- **[Doing Business](#)**
 - [Careers](#)
 - [Legal Extern Program](#)
 - [Procurement Information](#)
 - [Procurement Process](#)
 - [Contract Opportunities](#)
 - [Vendor / DBE Registration](#)
 - [Download Forms](#)
 - [Calendar/Events](#)
 - [Regulations & Policies](#)
 - [Suspensions / Debarments \(pdf\)](#)
 - [Vendor, Contract & Payment Search](#)
 - [Procurement FAQ](#)
 - [Department Contacts](#)
 - [Disadvantaged Business Enterprise \(DBE\)](#)
 - [Certification](#)
 - [Compliance](#)
 - [Frequently Asked Questions](#)
 - [Equal Employment Opportunity](#)
 - [Assistance Agencies](#)
 - [Vendor/DBE Registration](#)
 - [Filming & Photography](#)
 - [Photo & Video Policy](#)
 - [Finance & Budget](#)
 - [Freedom of Information](#)
 - [Office of Inspector General](#)
 - [Bus Tracker for Business](#)
 - [Advertising on CTA](#)
 - [Real Estate Leasing & Sales](#)
 - [Employee Portal](#)
- **[Help](#)**
 - [Home](#)
 - [FAQ](#)
 - [Documents](#)
 - [Contact Us](#)
 - [Site Map](#)
 - [Privacy Policy](#)
 - [Terms of Use](#)
- **[Language Guides](#)**
 - [Spanish](#)
 - [Chinese \(Simplified\)](#)
 - [Polish](#)

Additional, active functionality:

- Automated posting of meeting dates and associated documents
- Collection of e-mail address and other information in relation to feedback forms and access to Procurement documents (RFPs, etc.)
- Processing of information out of live train database into meaningful arrival/departure predictions in Train Tracker service
- Customer Alerts APIs
- File hosting for GTFS feed
- Train Tracker APIs with key management and transaction limit system
- Static Web page draft, approval and advance-scheduled-posting capabilities
- Various site-wide element control including content navigation system, auto-generated sitemap, quick links and page banners
- Active Web page elements such as Customer Alerts, news headline and other objects easily inserted into pages by editors
- Feedback form system with storage of messages received
- Customer Alerts database with archival information and change logs and ability to push information to third party Web services APIs
- Public document hosting and categorical management
- Asset management system (images, files, etc.)
- Polling and surveying functionality
- Do-It-Yourself transit information display slideshow with weather, customer alerts screens, specialized partner customization
- News article hosting
- Scripted front page slideshow
- Trip planning widget which checks against managed list of common queries and rewrites them to yield better results when redirecting them to third-party trip planners
- Multiple system status views, including widget form, overview, bus and rail pages
- Auto-generated pages for each bus route and train station with key information about each, often including maps, hours of service, relevant customer alerts and more

1.4. E-Commerce Site Overview

CTA also facilitates sale of disposable Fare Media cards from its website, <http://faremedia.chicago-card.com>. Currently it is navigated to from a link at the top of the current Transitchicago.com website labeled "Buy Fares & Gifts." Revenue generated from this site totaled \$2.6 million for 2010.

This site allows CTA customers to purchase pre-loaded value passes or cards via the site and have those items mailed to them. This is different from the Chicago Card/Chicago Card Plus as these cards or passes are disposable.

Section 1.4.1 summarizes the components of the E-Commerce site for CTA Fare Media sales.

1.4.1 Customer Web Portal (Front End)

<http://faremedia.chicago-card.com>



- Passes
- Single Ride Cards
- Transit Cards
- Product Search
- Register for new account
- Sign-in to account
- Account Profile
- Order History
- Contact CTA
- Links to other relevant Web sites, including other fare options via Chicago Card/Chicago Card Plus

1.5 Requirements Overview:

The CTA is seeking a vendor to:

- Maintain, support and host the current functionality of the CCA, transitchicago.com and e-commerce Web sites; and
- Provide an hourly rate for the design, development, testing and implementation of future enhancements and new capabilities to the above sites utilizing the project management framework approved by the CTA (See Section 4 for details)

2. Scope of Work - Functional

This project covers three distinct functions: 1) The Chicago Card Application, 2) transitchicago.com web page, and 3) CTA E-commerce site.

2.1 Chicago Card Application

2.1.1. Requirement Summary

The selected contractor shall maintain all business functionality of the current CCA, with demonstrated capacity for future enhancements, new initiatives and new capabilities. The contractor shall propose a solution to best meet the business functional requirements of the CCA to include broadcast email functionality.

2.1.2. User Descriptions

There are a number of different user groups accessing the CCA, including customers and a variety of CTA personnel. Customers access the system via an Internet browser. Employee access is and must be secure, reliable, scalable and easy to maintain.

2.1.3. Current Functionality

User Name	Description of Use	# of users
Customers	Transit riders in Chicago and the surrounding suburbs. This includes stored value customers, account-based customers, and Transit Benefit customers.	Over 700,000 current users, projected to increase substantially over the next several years, each accessing the site at various frequencies, from rarely to multiple times daily.
Transit Benefit Employers & Third Party Benefits Administrators (TPA).	The Transit Benefit program is sold to area employers, who use the CCA to manage employee enrollment and participation, placing orders on a monthly basis. Some employers utilize a TPA to manage their Transit Benefit program. File Upload (electronic enrollment & ordering) is an option employers or TPA's can elect to use for this program.	Over 2,300 employers with over 48,000 employees are currently participating in the program. Monthly growth of 3% is forecasted for the foreseeable future.
Chicago Card Operations Center	Team responsible for inventory management, order fulfillment, account management, posting payments, Transit Benefit program management, addressing/resolving customer service requests, handling expiring card project and reporting.	10

Customer Service & Reporting	Team responsible for fielding customer calls in the CTA Call Center, and addressing/resolving customer service requests.	21
Treasury Reporting & ACH Processing	Team responsible for CTA Sales Center which creates/fulfills orders, posts payments, and addressing/resolving customer service requests.	11
Finance	Several Finance department personnel access and generate reports and perform reconciliation and auditing functions of the Chicago Card Program.	8
Program and Technical Management	Program and Technical management personnel access to all functions in the application.	5

2.1.4 Detailed Business Requirements

For detailed business requirements, including a description of the functionality currently provided by the Chicago Card Application, please refer to **Exhibit A**.

2.2 Transitchicago.com

The following are the requirements for the Transitchicago.com website (TCDC) – it will essentially require a review of the existing site configuration, including content management functionality and hosting.

The selected contractor shall maintain all functionality of the current TCDC site, including CTA Train Tracker database processing and presentation functionality, with demonstrated capacity for future enhancements, new initiatives and new capabilities. The contractor shall propose a solution to best meet the business functional requirements of TCDC.

1. Review of transitchicago.com (TCDC)
 - a. Review current site, hardware, software and network environment, programming code hosted content and features and content management system
2. Develop plan for hosting and maintenance of existing Website and content management system or approved equivalent
 - a. Propose hosting/transition of CTA website and existing management and functionality utilizing existing content and services, including database-driven features such as Customer Alerts database and CTA Train Tracker back-end processing and front-end presentation functionality, APIs for data on the Web site to the vendor's hosting and maintenance care
 - b. Evaluate areas where site function, user interface and content management system could be improved and make recommendations accordingly, including the following features:
 - i. Automated template application
 - ii. Easily editable content using WYSIWYG editing tools
 - iii. Workflow management for content editing and/or upload
3. Host meeting with CTA website managers and other required parties for approval of implementation plan
 - a. Present implementation plan with timeline, design requirements and steps to implementation
 - b. Host meeting to gather final approval over transition plan (plan must be approved by CTA)
 - c. Coordinate with all parties required to provide smooth transition
 - d. Gather feedback on current functionality

4. Incorporate feedback and prepare hosted environment for testing and evaluation with sufficient time in advance of implementation for changes
 - a. Hosted environment must be available for testing, review, changes and bug fixes at least 21 days in advance of implementation deadline (TBD)
5. Implement transition plan
 - a. Coordinate with required parties to schedule any transition or migration involved in activation of responsibilities of hosting and maintenance arrangement
 - b. Implementation/migration must be performed in a transparent manner, TCDC and all core functionality, including Train Tracker and Customer Alert services and API functionality must remain available and without disruption
 - c. Hardware is currently located in Park Ridge, Illinois.
6. Provide report and documentation on implementation and post-transition configuration
 - a. Provide a technical document detailing website functionality and hosting
 - b. Provide a general website content user's manual for any changes to content management system made
7. Provide training on website Content Management System usage
 - a. Provide training to all web content owners in four different sessions
 - b. Provide training to CTA website administrator(s) in one session
 - c. Total people to be trained will not exceed 20
8. Provide documentation on website Content Management System
 - a. Provide a technical document detailing website design and functionality
 - b. Provide a general website content user's manual for content management
 - c. Provide a Website Administrator's manual for CTA Content Management System Administration
9. Task Orders
 - a. Provide pricing on new task orders to design/host other websites
10. Host website
 - a. Hardware Environment
 - i. Production critical, redundant servers and networking pieces
 - ii. 24x7x365 hosting of website
 - iii. 24x7x365 support (including ability to rapidly respond to service errors, performance degradation, denial of service or other failures or events that cause services to become unavailable and perform emergency service requests outside of regular business hours)
 - iv. N+1 configuration for all components
 - b. Bandwidth
 - i. Provide for peak usage of static pages
 - ii. Allow for scalable usage capability (site often sees unusually high traffic when major events occur that involve, may affect or do affect CTA services), and sufficient bandwidth to support regular day-to-day use, future growth in demand as well as unusual periods of high site usage.
 - iii. Bandwidth limitations/restrictions should not be imposed for regular, non-multimedia hosted content (Web pages and associated content, images, data from APIs and other information feeds, files, documents, etc.)
 - iv. Options for multimedia hosting (such as streaming) should be an available option; terms of hosting this type of content should be contractually established

Hosting Facility Requirements

The hosting facility must:

1. Provide disaster recovery for site failure
2. Meet a minimum of Tier 3 data center standards
3. Physical and system security must be documented and presented to CTA for review
4. Provide offsite backup of website content

Reporting

The Contractor must be able to provide the following:

1. Event – Unscheduled Outage
2. Immediate notification to identified CTA contact list explaining issue
3. Determine root cause within 48 hours
4. Identify options within 48 hours
5. Deploy solution to remediate root cause within two weeks of event
6. Usage Reporting via Google Analytics service
7. Change Management Reports
 - a) Monthly report listing all changes, notifications, approvals, and status
8. Service Level Management Reports
 - a) Monthly report listing all Service Levels and achievement results

Change Management

1. Any changes to the website will require advance CTA notification and approval
2. Any break/fix changes to the website, if required immediately, will require CTA notification after the fact explaining in detail, the change.
3. Any break/fix changes to the website, if not required immediately, will be treated as a “change” and follow requirements listed in item 1.

2.3 E-commerce Site – Current Functionality

2.3.1 Requirement Summary

The selected contractor shall maintain all business functionality of the current e-commerce site, with demonstrated capacity for future enhancements, new initiatives and new capabilities. The contractor shall propose a solution to best meet the business functional requirements of the e-commerce site.

2.3.2 Public Interface

The Public Interface shall include the following features:

- A Shopping Cart feature with customer registration including a customer selectable PIN number. There shall be a field in the customer registration to add a company name in the shipping address.
- The order entry page shall be secured using Secured Socket Layer (SSL).
- Online credit card verification shall be done using Velocity Payment System and shall include billing address verification.
- An order confirmation/receipt page shall be displayed in the web browser after successful credit card verification and order placement. The successful order receipt shall be stored in the database under the customer account. Successful order confirmation shall be sent via e-mail to the customers.
- The order entry page shall include a field to enter an RTA reduced fare permit number. RTA permit number validation shall be done at this stage.
- No sales tax will be charged in the purchase of Transit Cards and Passes.
- Shipping cost shall be charged according to shipping method. The customer shall be provided with selectable options for shipping.

2.3.3 Administrative Interface – Currently Functionality

The Contractor shall maintain the following minimum features of the order fulfillment system.

- Search functions of orders by Order ID, Customer Name, Date Range, and card serial numbers.
- A field to mark orders as fulfilled.
- An entry field to record serial numbers or a range of serial numbers of the fare cards shipped to a customer.
- The capability to print dated Order Receipts based on the Order ID on 3 fold forms to be used for mailing envelopes.
- An entry field to record comments and/or replacement orders associated with the Order ID.
- The ability to generate labels for Customer ship to address.
- The ability to generate a summary report of orders to include date received, date processed, and date shipped.
- The ability to generate a report of replacements issued and reasons for the replacements.
- The ability to track and record charge back requests and credit card refunds.
- The ability to generate reports of fraudulent orders by credit card type.
- The ability to generate daily, monthly, and yearly sales reports by credit card type, fare card type, and total order. The sales reporting system shall have an entry field to record comments and/or refunds issued associated to the Order ID.
- The ability to generate an email notification to the CTA upon a successful order placement.
- The ability to flag orders exceeding \$500 in sales with different bill to/ship addresses.
- The ability to include checks and filters for potentially fraudulent orders.
- The ability to generate an email notification when a potentially fraudulent order is placed.
- The ability to generate a daily report listing fraudulent orders placed.

3. Scope of Work - Technical

3.1 Chicago Card Application

3.1.1 Requirement Summary

The selected contractor shall provide the technical platform and hosting solution for the CCA. The contractor should propose a solution that best meets the technical requirements of the CCA.

3.1.2 Current Technical Architecture

The CCA is a custom developed application using the Microsoft .NET architectural framework. This framework allows the web solution to be flexible, extendable, maintainable, and scalable. The CCA is hosted off-site by a contracted third party.

For a complete overview of the current technical architecture, please refer to **Exhibit B**.

3.1.3 Technical Requirements

3.1.3.1 Standards

The CTA is moving towards a more standardized technology environment that emphasizes the use of open standards and allows for broader information sharing across the CTA. As such, the CTA seeks to minimize the technology impact of implementing new application systems. The CTA requires that any new technology which is proposed by the vendor be compatible with existing environments and maximize the use of existing technology platforms and systems. In addition, the CTA prefers the following technology standards or the existing technology standards:

- Client/Server applications should use Server 2003 for the network operating system whenever possible.
- Client computers should utilize Windows XP as client application architecture.
- Applications on distributed servers should be certified for and utilize Oracle 9i – Release 2, UNIX on Server 2000 or SQL Server.
- Unix or NT/Server 2003 are the standards for operating systems.
- Microsoft Office and MAPI compatible e-mail is the standard for common office applications (word processing, spreadsheet, etc.).
- Microsoft Internet Explorer 6.0 is the standard CTA browser (though customers will have a range of browsers).
- The website should integrate (from both a technology and a look-and-feel perspective) into the existing www.transitchicago.com site.

3.1.3.2 Performance

- Speed, reliability, and performance are critical for the CCA. Database query response times should take less than a second. The CCA web server must have sufficient connectivity (bandwidth and geographic proximity) to the CCA database server to ensure that no screen paints take longer than 5 seconds over a broadband (>250kbps) line. The web server should be able to handle 1800 concurrent users without any noticeable degradation in response

times. The internal application should handle 100 concurrent users without performance degradation.

- The vendor will perform optimization tasks on a frequent basis (at a minimum, every 3 months), to include web site, database, query, codes and reports revision to ensure that the application is running efficiently.
- The database should be of sufficient size to handle a minimum of 2,000,000 customers.
- Nightly posting of transaction data to customer accounts should take no longer than 1 hour to execute.
- The website should be designed to maintain 99.5% availability including scheduled maintenance and unexpected outages.
- Customer information on the website (e.g. account statements and transit history) should be displayed such that it is easily read and printed.
- The website should be ADA compliant.
- Security is critical. A dedicated line should be used between the web server and the database server. Secure Socket Layer (SSL) encryption should also be used to ensure online transaction security. Furthermore, an intrusion detection mechanism should be used as an additional layer of protection besides a firewall.
- Internal CTA users will be accessing the application from at least three different CTA office locations. Users in the different locations should experience the same quality of service as measured by response times and reliability.

3.1.3.3 Architecture

The CTA prefers to have both customers and employees access the CCA through a browser. Currently, the application is designed to run on CTA web servers within the CTA environment or be hosted by an external provider. Any future upgrades and enhancements to the CCA should maintain the existing capability so that the application can be run on CTA web servers. As long as the system meets business and technical requirements, the CTA will consider custom developed solutions or commercially available packages. Regardless of architecture, vendors will be expected to include in their proposals all hardware and software infrastructure necessary to operate the solution. The vendor shall include in the proposal new servers that will replace existing equipment, if necessary to maintain continuity of service, and also propose additional equipment that will be needed to accommodate increased capabilities and functionality of the CCA. Specify dedicated hardware for e-mail and/or text messaging to Chicago Card/Plus customers.

The vendor will provide the CTA with access to the database to include data schemas. This should allow the CTA to perform system audits, ad-hoc reporting and development of custom reports. All source code for custom developed software will be provided to the CTA at no additional cost. *The source code shall become the property of CTA.* The vendor shall also provide to the CTA updated application and network diagrams, along with data schemas whenever any change is made to the CCA.

All vendors should submit detailed information on the proposed system redundancy for hardware and data for the hosted solution. The CCA should be run on dedicated servers. The hardware redundancy includes the backup system for the web server and the database server, the communications link between the servers, and the connection from the web server to the Internet. Hosting vendors should submit disaster recovery plans. The vendor shall provide 24/7 site hosting, customer service, and support. The support should include a specific number of service hours per month. Specify the hourly rate, and the increments of the hours. These hours can be carried forward to the next month if not used. **Please complete Appendix G.**

3.1.3.5 Ownership and Licensing

The CTA shall own all software custom developed for this project. CTA also retains ownership of all data in the system regardless of the technical architecture selected for the CCA.

The vendor will be required to present documentation showing payment for software licenses for commercially available software that is included in the delivered solution.

3.1.3.6 Maintenance and On-going Support

As part of the technical proposal, the vendor will be required to present the maintenance and on-going support plan. For example, include details regarding on-going support to existing CCA and post-customization; telephone support; help desk support; problem reporting and resolution methodology; level of customer support and service; resolution turnaround time; system availability.

3.2 Transitchicago.com website

3.2.1 Requirement Summary

The selected contractor shall provide the technical platform and hosting solution for transitchicago.com (TCDC). The contractor should propose a solution that best meets the technical requirements of TCDC.

3.2.2 Current Technical Architecture

The current Transitchicago.com site presently operates on five Windows servers running IIS to host Web content and a MS-SQL database server. Other servers, including a scripting host, are/may be involved in the configuration.

The site was developed using a combination of Microsoft's .NET Framework version 2.0 and Microsoft SQL Database Server. The current vendor uses the Microsoft Visual Studio package of products for main development, as well as other tools such as Visual Source Safe and IIS and has a custom-made content management system developed for CTA by a vendor.

3.2.3 Technical Requirements

3.2.3.1 Standards

- The Web site's current functionality and CMS (or acceptable equivalent with no loss of existing functionality) are to be used.
- Web pages need to be built based on guidelines as set by Federal Section 508 and the Illinois Information Technology Accessibility Act, as well as any other applicable modern Web standards and best practices for accessibility.
- Web pages should be built using the document object model and rely on CSS for layout and formatting specification to ensure maximum compatibility with accessible, assistive software as well as maximum cross-platform and cross-browser compatibility and consistency.
- The site needs to be able to speak to an **Simple Mail Transfer Protocol (SMTP)** server to deliver messages such as "share this page" e-mails, notifications to site publishers for activities requiring approval and as part of delivering notification to developers for the Train Tracker e-mail system.

3.2.3.2 Performance

- Speed, reliability, and performance are critical for transitchicago.com. Daily traffic involves approximately 60,000 visitors, with peak days (such as during the 2011 blizzard with over twice that, with February 2, 2011 alone with nearly 605,000 pageviews). Content is cached for minimal database burden in both the regular content and Train Tracker applications.
- Management of this site requires database and code optimization expertise. The vendor will perform optimization tasks on a frequent basis to maintain service availability at all times, especially during unusually high traffic, common during major weather events and expected during the unlikely event of a civic disaster.
- The website should be designed to maintain 99.5% availability including scheduled maintenance and unexpected outages.
- Information on the website (e.g. account statements and transit history) should be displayed such that it is easily read and printed. Any information presented in visual formats must also, if not able to be sufficiently marked up with descriptive text, then with an alternate text version as a last resort.
- Security is critical. Appropriate protections should be in place to prevent intrusions into databases, software and administrative functionality.
- Access to manage the site should be available over a secure connection (mandatory encryption via SSL) through the Internet.

3.2.3.4 Architecture

Any future upgrades and enhancements to TCDC should maintain the existing capability so that the application can be run on CTA web servers. As long as the system meets business and technical requirements, the CTA will consider custom developed solutions, commercially available packages, or open source solutions. Regardless of architecture, vendors will be expected to include in their proposals all hardware and software infrastructure necessary to operate the solution. The vendor shall include in the proposal new servers that will replace existing equipment, if necessary to maintain continuity of service, and also propose additional equipment that will be needed to accommodate increased capabilities and functionality.

The vendor will provide the CTA with access to the database, to include data schemas, this should allow the CTA to perform system audits, ad-hoc reporting and development of custom reports. All source code for custom developed software will be provided to the CTA. The vendor shall also provide to the CTA updated application and network diagrams, along with data schemas whenever any change is made to transitchicago.com.

All vendors should submit detailed information on the proposed system redundancy for hardware and data for the hosted solution. The site should be run on dedicated servers. The hardware redundancy includes the backup system for the web servers and the database server(s), the communications links between the servers, and the connection from the web server to the Internet. Hosting vendors should submit disaster recovery plans. The vendor shall provide 24/7 site hosting, customer service, and support. The support should include a specific number of service hours per month. Specify the hourly rate, and the increments of the hours. These hours can be carried forward to the next month if not used. **Please complete Appendix G.**

3.2.3.5 Ownership and Licensing

The CTA shall own all software custom developed for this project. CTA also retains ownership of all data in the system regardless of the technical architecture selected for the site.

The vendor will be required to present documentation showing payment for software licenses for commercially available software that is included in the delivered solution.

3.2.3.6 Maintenance and On-going Support

As part of the technical proposal, the vendor will be required to present the maintenance and on-going support plan. For example, include details regarding on-going support to existing services and post-customization, development work to maintain and enhance site features, etc. telephone support; help desk support; problem reporting and resolution methodology; level of customer support and service; resolution turnaround time; system availability.

3.3 E-commerce Site

The e-commerce site presently operates Microsoft Commerce Server 2002 for Windows 2000 and Microsoft SQL Server 2000.

3.4 Project Management

3.4.1 General Requirements

The vendor will assign qualified staff to the project at all times to assure adherence to project schedules. For all individuals working on the project, the vendor shall include the individual's resume with a summary of qualifications and experience. The CTA will review the resumes and determine if the individuals assigned to the project are acceptable. If the vendor desires to substitute individuals after contract award, the Authority shall have discretion of whether to approve the substitution.

3.4.2 Project Schedule

Timing is of critical importance to the CTA. **The current CCA, transitchicago.com and e-commerce site should be transitioned, tested, fully functional, in operation and hosting should occur within 60 days after Notice to Proceed.** Opportunities to condense this time frame even further should be outlined in proposals. Vendors 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 Authority.

As part of the project schedule, the vendor shall submit the following:

- Three copies of the following Microsoft Project generated schedule reports
- An electronic copy of the Project Schedule. The Microsoft Project file name shall be unique for each submittal.

In proposals, vendors must submit detailed project plans that include the following milestones, along with detailed tasks, dependencies, resources and deadlines:

- Business requirements finalized
- Technical requirements finalized
- Application architecture designed

- System development complete
- Testing complete
- Training complete
- Production data migrated
- System deployed
- Documentation complete

The schedule should also include when key project deliverables will be turned over to the CTA. Deliverables must include:

- Project budget
- Business requirements report
- Technical design report: application architecture and system specifications
- Testing plan (including test scripts and procedures)
- Deployment plan
- Training presentations
- System documentation
- Source code for custom developed software

3.4.3 Project Meetings

Project meetings shall be held weekly or more frequently as determined by the Authority. All meetings shall be held at a designated CTA facility, and the Authority reserves the right to modify the frequency of the meetings. The vendor shall perform the following tasks before and during each project meeting:

- A. Prepare the meeting agenda in coordination with the Authority.
- B. Attend the meeting with appropriate staff and subcontractors.
- C. Provide status of project schedule, milestones, issues, risks and payment.
- D. Discussion at the meeting shall include the following items: identification of work items completed and problems that have arisen since the last meeting, discussion of critical path activities, proposed work for the upcoming period, and any other pertinent business.
- E. Prepare meeting notes and distribute to the team.

3.4.4 Project Management Tools

The vendor shall provide project management tools to successfully manage and execute the project.

3.4.5 Project Documentation

The work specified in this section consists of planning, scheduling, monitoring, and reporting the time and resources of this project using Microsoft Project software (latest version) for Windows, or approved equal by the Authority, to develop and produce all project plans, schedules, and reports. The vendor shall organize, monitor, and report the progress of design, procurement and installation, and mediate changes or problems that may arise. All records are subject to auditing according to applicable regulations and guidelines.

In each meeting between the vendor and CTA, the vendor shall submit an updated schedule showing any delays due to unforeseen circumstances. The vendor's Project Manager shall have complete authority to represent and act for the vendor. The Project Manager shall have experience in preparing baseline enterprise scale schedules, applying cost and resources to activities, and updating and analyzing progress schedules.

3.4.6 Project Records

The vendor shall provide the Authority with certified copies of timesheets for the personnel assigned to the project.

3.4.7 Contract Changes

When a change to the work, which affects the sequencing, duration and cost of schedule activities, is required, the Contractor shall submit proposed revisions to the schedule network reflecting the impact of the change. Following issuance of a directive to proceed with a change (i.e., Notice of Proposed Change), the vendor shall incorporate changes into the schedule network system as separately identifiable activities on the first update of the progress schedule following issuance of the directive. Such proposed revisions are made to follow the progress of work and are not to be construed as an approval of extended contract time or related cost.

3.4.8 Failure to Submit Schedule

If the contractor fails to revise or update the project schedules within specified time limits the Authority may choose to withhold approval of the vendor's invoice for the progress payment and may require the Contractor to take such steps as increasing its working force, equipment, shifts, or hours, as may be necessary, until such submittal has been made. Remedies, for failure to submit schedules and revisions, specified in this article, are in addition to, and not in limitation of, other remedies the Authority is entitled.

3.4.9 Time Extensions

Float or slack is not time for the exclusive use or benefit of either the Authority or the Contractor. Extensions of time for performance will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total float or slack along the network paths involved. Time extension requests must be submitted with a narrative report supporting the request in accordance with the contract agreement.

3.4.10 Transition Plan

The CTA would like vendors to propose a detailed transition and implementation plan.

3.4.11 Deployment Plan

The deployment plan should include the use of distinct project stages and pilot sites. An example of project stages is below and the vendor should include its proposed methodology for a staged implementation:

- Current State Assessment / Needs Analysis;
- Propose Business Process Improvement;
- System Design;
- Configuration / Development;
- System Test and User Acceptance Test;
- Implementation / Deployment; and
- Post Implementation Support.

The CTA would like the vendor to recommend a deployment schedule.

3.4.12 Team Structure

In order to have an effective deployment, a well-trained and experienced team should be put into place. The vendor(s) should not only demonstrate experience in relevant industries, including the successful historic (at least five years of experience) and *ongoing* hosting and maintenance of at least several other sites of similar or greater size, relevance, usage and availability, but also be able to manage the interests of multiple groups.

To have a successful implementation, the vendor must be able to build a partnership that includes contractors and CTA employees. This team should be representative of all CTA divisions.

In order to achieve this type of deployment, a thorough staffing plan should be developed with the ability to flexibly scale the team committed to CTA projects as needed to complete CTA's business objectives.

3.4.13 Training

The CTA considers training to be a critical and integral part of system implementation efforts. The vendor should be prepared to develop training material and execute courses. For example, Technical and system administration training for data processing personnel; Standard reports, options and user selection features; Technical report generation for users and data processing personnel.

3.4.14 Communications

The vendor will be responsible for ensuring all project milestones and dates are met for the CCA. The vendor must develop a realistic schedule, a comprehensive work plan, and a project management and communications approach. The CTA will assign a project manager as a point of contact for the organization to work with the vendor's project manager. The vendor will interface with other CTA personnel/subject matter experts based on specific functional issues.

3.4.15 Testing

The vendor must create and execute a test plan that verifies all the design requirements of the RFP. Success and failure 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 vendor shall provide CTA a report of all results. Final decision on test pass/fail rests with the CTA project manager.

Testing should cover the following areas:

- **System Testing:** The vendor must ensure all the components of the systems are working properly and meeting 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;
- **User Acceptance Testing:** CTA users of the solution should test the usability of the application and its reports; and
- **Stress Testing:** The vendor should test the performance limits of all aspects of the CCA by *simulating real transaction volumes* on the system. This can be done by a combination of coordinated testing and/or dedicated stress-testing tools.

3.4.16 Service Level Agreement

Vendors must include within their Proposals the service levels to which they will perform, methodology used to measure and report against service levels, and the remedy the vendor will provide the CTA should service levels not be satisfied.

Suggested SLAs for Transitchicago.com are as follows:

1. Uptime of website:
 - a) 99.99% uptime over 24x7x365 basis (52 minutes of downtime);
 - b) No individual unscheduled downtime shall exceed 10 minutes; and
 - c) Monthly unscheduled downtime shall not exceed 15 minutes.
2. Implementation of requested tasks:
 - a) New page requests – two weeks;
 - b) New site, non-complex, using same templates – three weeks;
 - c) New content, complex – 30 days;
 - d) New site, complex or migration of existing site – 90 days; and
 - e) Reporting requests – one week.

4. Future Enhancements

4.1 Overview:

As new requirements are identified, the Authority may have the vendor to design, develop, test and implement the new capabilities and functionalities to the existing sites. The vendor shall develop and implement enhancements and new capabilities to the application and adhere to the project management and task-order framework approved by the Authority.

To help facilitate the development and implementation of new capabilities and enhancements to the sites, a standardized Project Plan format is required. This requirement will include the following items:

1. (Concept) Project definition, objective(s) and team set-up.
2. (Initiation) Project definition and requirements; planning, scope and cost/benefit analysis; Scheduling, costs and estimating; Team and communication.
3. (Execution) Ongoing planning; Specifications; Tracking & Control; reviews and testing.
4. (Approval) Test planning and test execution; Completion criteria and checklists.
5. (Delivery) Project completion; Close-out activities.

4.2 Summary of Enhancements and New Capabilities:

Enhancements and new capabilities can most likely be segregated into one of the following categories. Enhancement items are changes that would typically require 40 hours or less. New capabilities and new initiatives are changes requiring more than 40 hours. The following are some examples of enhancements and new capabilities that CTA anticipates implementing and does not cover an exhaustive list of all the enhancements and new capabilities.

4.2.1 Chicago Card Application

Examples of Enhancement items would include:

- AFC / CCA Interface, communication, database tables, access and reporting.
- Back-end features and functionality affecting the CCOC, Customer Service, Revenue Equipment, MIS, Finance and Treasury user groups.
- Front-end features and functionality.

Examples of New Capabilities and New Initiatives would include:

- Ability to expand distribution network (ATMs, CTA off-sites, Credit Card, etc.)
- Remote access/connectivity to the CCA by vendors and retailers. Develop supply-chain and sales capability for vendors and retailers to offer CTA SmartCard products.
- Define parameters and capability for CTA personnel to have access to the CCA database. This would be used for queries and ad-hoc requests and research.
- Magnetic stripe on SmartCards, increase inter-operability and integration with banking and retails networks accepting Chicago Card/Plus as payment method.
- Vending machine sales of Chicago Card/Plus.

4.2.2 Transitchicago.com website

See Scope of Work requirements listed in 2.2.

In the future, enhancements might include:

- Enhanced mapping capabilities
- Additions to Train Tracker functionality
- Integration of real-time bus and train information into new products and services
- Overall site design template refinements and updates
- Improvements to CMS for additional browser support
- Additional foreign language integration

5. Proposal Requirements

Responses shall be submitted on standard 8 ½ x 11 letter-sized paper, bound on long side with material on one side only, preferably in a 3-ring binder. The use of expensive papers and binding is discouraged, as all proposals become the property of the CTA and no materials will be returned.

Issuance of this RFP does not commit CTA to pay any cost incurred in the preparation of this proposal. Further, CTA reserves the right to reject any or all proposals, or portions 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.

Please submit a proposal according to the following format.

The proposal is to consist of three parts, to be bound and submitted in separate, clearly marked envelopes:

- Part I Technical Proposal (10 copies)
- Part II Disadvantaged Business Involvement (4 copies)
- Part III Price Proposal (10 copies)

Each proposal shall include a transmittal letter with the name and signature of an official of the firm authorized to negotiate with the Authority. The letter shall contain a commitment to provide the services with the team described in the submission and a commitment to meet the DBE goal established by the CTA in accordance with **Appendix K**.

Responses must be received by the date and time specified. Responses may be mailed or delivered in person to the address shown on the cover letter. To be considered, all responses must be received by the date and time shown in the cover letter. Envelopes or packages must be clearly marked with the RFP number, project description and due date for proposals. In addition, each envelope should include a cover letter with the name and telephone number of a contact person.

I. 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 not be limited to, the following:

Cover Letter (Section A)

The cover letter must identify the proposing vendor and all subcontractors or partners, and must be signed by someone authorized to negotiate and enter into an agreement on behalf of the proposing vendor.

Executive Summary (Section B) (5 pages or less)

The executive summary shall be limited to a brief narrative highlighting the vendor's proposal. The summary shall contain minimal technical jargon and shall be oriented toward non-technical personnel. This section shall not include cost quotations. Please note that the executive summary shall identify the primary vendor including contact name, address, phone number and a valid e-mail address. All subcontractors or partners must also be identified.

Qualifications and Experience (Section C)

Each vendor shall submit information in this section by completing the form attached in **Appendix C**, which asks for high-level corporate and financial data.

Documents supporting a firm's financial stability and ability to perform the contract **must** be included as well. Respondent must provide audited financial statements for the past year and information pertaining to any past bankruptcy, contract defaults and violations of any regulatory acts. This information will be used to determine vendor responsibility.

The CTA may make such investigations, as it deems necessary, to determine the ability of the vendor to perform the work proposed. The vendor shall furnish to the Procurement Administrator within five working days of request all such information and data for this purpose as may be required. The CTA reserves the right to reject any proposal if the evidence submitted or investigation of the vendor fails to satisfy the CTA that the vendor is properly qualified or able to fulfill the obligations of the contract and to complete the work contemplated therein.

Team Structure and Resumes (Section D)

This section of the proposal must provide a staffing plan that outlines the project team and location(s) where work will be performed. It shall include an organization chart showing all project resources (vendor, subcontractor and CTA) as well as roles and responsibilities. At a minimum, the following roles must be identified: Engagement Manager, Project Manager, and Application Architect. The key personnel identified by the vendor as being essential to the project shall not be removed from the project without written approval from CTA. The proposal should also be explicit about CTA resource requirements, outlining what time commitments will be requested of CTA managers and staff.

For each team member, the vendor should provide a resume and indicate the staff time allocation to the project.

References (Section E)

The vendor shall provide three client references for similar projects completed within the last three years. This information should be submitted by completing **Appendix D**.

Response to Detailed Business Requirements (Section F)

Describe your solution in detail for the CCA, transitchicago.com site and CTA E-commerce site. Your solution description should be broken out by user group and should explicitly layout how you will address the business requirements for the three different fare type offerings--Stored Value, Account-Based, and Transit Benefit--as well as those for the various components and functions of transitchicago.com. You should address the various functions for the CCA (e.g. buying, replacing, and reporting) in as much detail as possible.

If you feel that your approach accelerates the development time, provides additional functional benefits, or somehow exceeds the stated business requirements, please provide a detailed explanation as to what specific aspects are enhanced or simplified.

All business requirements should either be explicitly met or listed in the exceptions table.

Response to Technical Requirements (Section G)

Responses must include the proposed application architecture for the CCA, transitchicago.com webpage and CTA E-commerce site. This section should be in narrative form using diagrams and schematics as appropriate. The vendor will be responsible for supplying all hardware and software to design and operate the CCA, transitchicago.com site and CTA E-commerce site. The basis for the software licenses (e.g. user, site, server, etc.) should be explicitly stated. The vendor should explain how the proposed architecture and computing environment specifically meets the business and technical requirements outlined in this RFP. This section should also include:

- A description of all hardware, software, and services that will be used to support the application. If more than one configuration is suitable, please list the best options indicating the relative strengths and drawbacks (if any) of each. (Use **Appendices E and F**, respectively, for software and hardware inventories).
- How the proposed system meets security requirements.
- How the proposed system meets capacity and performance requirements.
- What specific software and services will be used for authorizing and charging credit cards as well as initiate EFT transactions in the CCA and E-Commerce sites (transitchicago.com does not process any transactions at this time).

The vendor must also complete **Appendix G** detailing how operational service levels will be met.

Table of Exceptions (Section H)

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 Scope of Work 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 or specifications within the proposal. Please use the format provided in **Appendix H** to document these exceptions.

Project Management (Section I)

The vendor must outline how it intends to manage development projects and CTA requested task orders. The following components should be addressed:

Project Plan: Proposals should include a detailed project plan that has tasks with start/end dates, dependencies, and resources (including CTA resources as applicable). The plan must address the milestones and deliverables described in the Scope of Work and meet CTA schedule constraints. Opportunities to condense this time frame even further should be outlined. Vendors should also list specific risks (and mitigation tactics) that arise from the schedule constraints.

Task-Order Plan: Proposals shall include a Task-Order Management Plan, which at minimum will provide a standard task-order template for use in the initiation, planning, execution, and billing for task-order development requests. Note that Task-Order cost/price estimates must conform to the hourly rates quoted in the Contractor's Cost/Price Proposal, and that the final product must meet the requirements of the CTA Project Manager.

Communications Approach: This section must include a communications approach for how the vendor proposes to work with and update CTA managers. Please describe what information will be communicated, how often, and in what format.

Testing: In order for this project to be successfully transitioned to the CTA, the CCA 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.

Training: The vendor must also describe its training plan, which should cover all types of users (e.g., project team and end-users).. The table in **Appendix I** shall be used to illustrate training activities. All material necessary for training shall become the property of the CTA for the future training of new employees and for re-training purposes.

Documentation: Please describe the user and technical documentation that will be provided as part of this project. Include the title, description/contents, the medium/type, and the related hardware or software.

Maintenance and Support (Section J)

Specify the nature of any post-implementation and on-going support provided by the vendor including:

- Post-Implementation support (e.g., 3 months of on-site support after full implementation). Include details regarding ongoing support of customization to the system.
- Telephone support (include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.)
- Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Please provide all plan details and definitions
- On-going help desk support
- Problem reporting and resolution procedures
- Bug Fixes and Patches
- Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledgebase).

Hosting support must cover all aspects of system availability – the CCA, transitchicago.com site and CTA E-commerce site as well as all the hardware, software and connectivity associated with it.

Third-Party Products / Optional Software (Section K)

The vendor shall explicitly state the name of any third-party products that are part of the proposed system. For each third-party product, there shall be a statement about whether the vendor's contract will encompass the third-party product and/or whether the CTA will have to contract on its own for the product.

The vendor must have the ability to provide maintenance and support for the third-party hardware and software components of its proposed system for the duration of the warranty period provided by the vendor. Include a description of any products, features or other value added components available for use with the proposed system that have not been specifically requested in this RFP. Consideration of these products, features, or other value added components would be given where these may be of value to the CTA.

II. Disadvantaged Business Enterprise Involvement

Submit four copies of this section separately from Technical Proposal and Cost Proposal. Describe your firm's policy and approach to utilize disadvantaged firms in order to comply with the DBE Requirements. Complete Schedules B, C, and D, provided in **Appendix K** - 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 sub-contractors.

III. Cost Proposal

This contract contains both fixed-price and negotiated-price elements. The selected vendor will be required to complete the hosting and maintenance services for a fixed price, and perform future enhancements and development on a task-order basis at prices determined by the fixed prices for professional services.

Certain mandatory restrictions apply to payment terms. No advance payments will be made. Software will be paid for only after it has been fully implemented, accepted, and placed into production use. All software maintenance payments will be made in arrears.

Please submit your cost/price proposal in accordance with the guidelines below:

- A complete cost/price proposal must be submitted under separate cover. The cost/price proposal must provide itemized cost information for each proposed product (hardware or software) product unit and services.
- The vendor shall submit a fixed price proposal covering all items (direct costs, overhead, profit) related to the hosting and maintenance requirements of the contract for a single fixed price including, but not limited to, all items necessary and incidental to the services and products provided, such as materials, labor, supervision, coordination, administration, and travel.
- The vendor shall submit pricing to be used in determination of cost estimates for development and future enhancement task-orders (see Section I of Technical Proposal).
- The cost/price proposal should be valid for at least six months from the submittal date.
- It is important that vendors use the cost format presented in this RFP and NOT their own format. Please do NOT use "TBD" (to be determined) or similar annotations in the cells for costs.
- The vendor must submit the proposed costs using the following cost forms included in **Appendices A & B**. Include Sub-contractor Cost/Price Analysis Forms if applicable.
- Include signed copies of all CTA certification forms, provided in **Appendices M-R**. Additionally, please include completed Ownership and Lower-Tier Debarment Certification forms as required for any proposed subcontractors.

6. 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 best value 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:

Evaluation Criteria
1. Demonstrated ability to comply with the stated requirements of the Scope of Work
2. Project team's and vendor's experience with projects of a similar size and nature
3. Thoroughness of project management approach and timeliness of project plan
4. Cost/Price Proposal

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 insure 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.

The CTA may conduct a relative ranking of the firms in the competitive range to determine contract award.

7. Exhibits

Exhibit A Chicago Card Application Functional Features

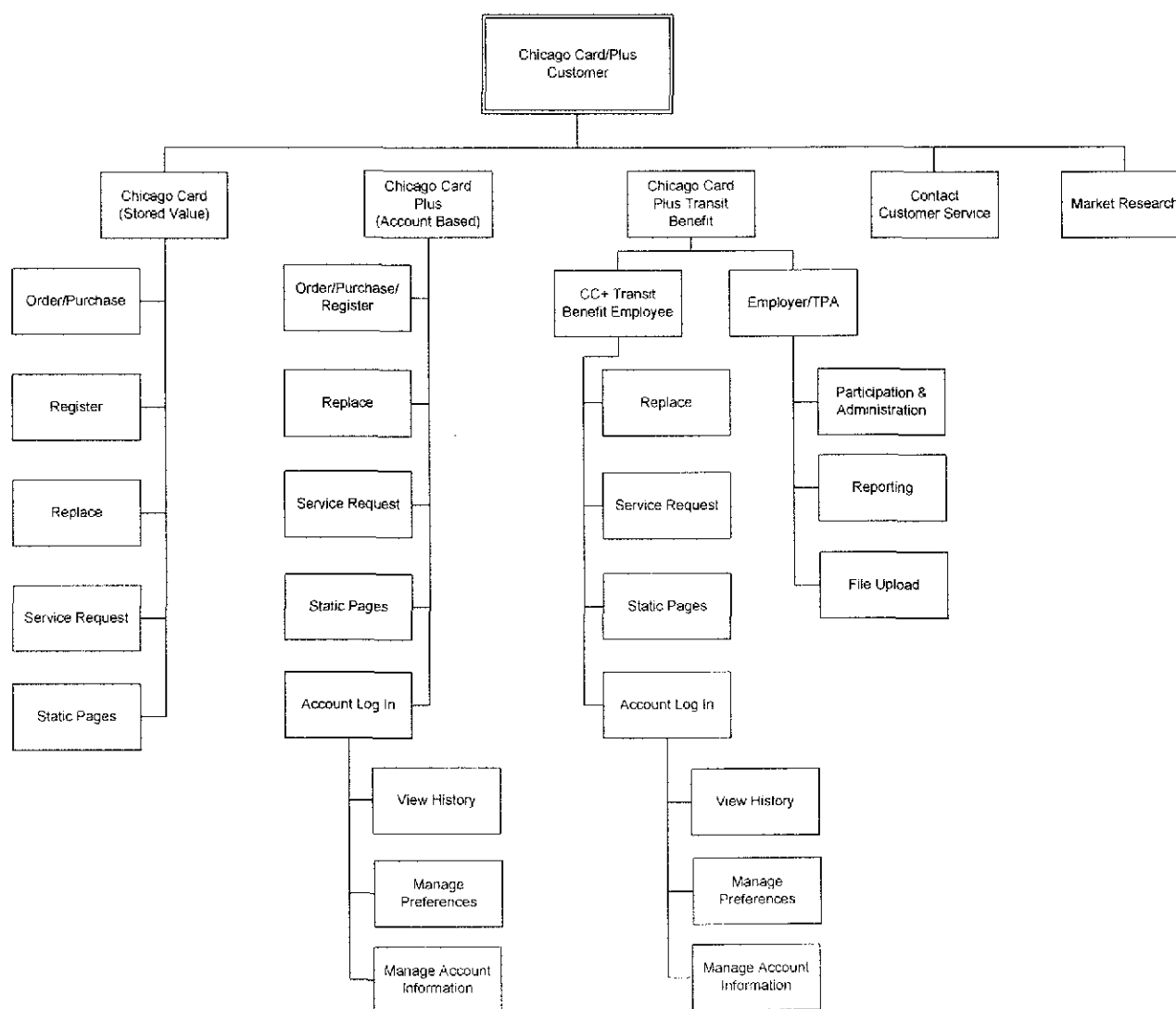
Exhibit B Technical Architecture for CTA Web Sites

Exhibit A Chicago Card Application Functional Features

This Exhibit details the business functional features provided by the current CCA.

External Web Portal

The CCA website has several self-service features to facilitate the purchase and use of Chicago Cards. The features vary according to the type of customer's Chicago Card – a traditional stored value card, an account-based card, or a Transit Benefit card. The chart below illustrates the main functional components of the customer portal. [The chart is not meant to represent a site map, which will require additional detail].



Stored Value Cards

Buy Chicago Cards

Customers are able to purchase stored value Chicago Cards over the Internet. This capability is available today at www.chicago-card.com. The CTA currently sells stored value Chicago Cards in 2 increments: cards with no initial transit fare value and cards with \$20 of initial transit fare value. There is normally a fee associated with the purchase of these cards. The CTA does periodically waive the purchase fee to promote the Chicago Card. Customers are able to purchase up to a configurable limit of Chicago Cards (in any combination of these two card types). Credit cards are to be the only acceptable form of payment over the Internet – with American Express, Visa, MasterCard and Discover being accepted. The customer's credit card is cross-referenced against the billing address to prevent fraud. Industry standard security measures (or measures required by law - whichever is greater) are taken to safeguard the transmission of personal information including credit card numbers. Orders are shipped from the CTA direct to customers. The order process solicits the customer's shipping address, contact information (separate billing and shipping addresses) and e-mail address (not required).

During the purchasing process, the customer receives a confirmation page before the purchase is made and a receipt page after the transaction has been successfully completed. The receipt page includes the order number for reference.

Register Chicago Card

"Registering" the Chicago Card with the CTA enables users to request a replacement card in the event a card is lost, stolen or damaged. Registering a card requires the customer to select a four-digit alphanumeric PIN. In addition, the customer has to provide the CTA with contact information and a shipping address. A customer may elect not to register their Chicago Card for personal privacy reasons. Customers who do not register their cards during the purchase process may return to the website to register their cards at any time. Registered customers are able to later return to the website to update their registration information as necessary. The customer is required to enter their existing PIN before selecting a new PIN.

For all cards purchased, the customer is able to uniquely register each card. Cards may be registered to individuals other than the purchaser (e.g. for another family member or friend). Each registrant may have different addresses and PINs. In the event that the registrant name and contact information is the same as the purchaser's information, the customer has the option to auto-fill the registration information.

Upon successful registration of a Chicago Card, the customer receives a confirmation/receipt page.

Replace Card

Customers are able to request a replacement card from the Chicago Card website. In order to request a replacement, the customer accesses their account (user name & password), then selects the 'Replace Card' link. Customers have access to update address information (including PIN) as necessary. Customer can also replace their Chicago Card by contacting the CTA Customer Service (1-888-Your CTA). Only registered cards can be replaced with the value stored on the card at the time the CTA was notified of the replacement request.

The site notifies customers that replacing lost, stolen or damaged cards has an associated fee. This fee is changeable by the CTA. Customers may return replaced cards to the CTA to be tested. If the test results determine that the card was defective, the replacement fee may be reimbursed to the customer.

Static Web Pages

The website also has a number of static web pages including a list of frequently asked questions (FAQ), privacy policy, and a list of terms and conditions for use of the Chicago Card on the CTA transit system, and links to other sections of the website and to the CTA's website.

Service Requests

Customers can generate and submit Service Requests to the CTA via the Chicago Card website. There are several drop-down menus to select from, and customers can also add comments and/or questions regarding any issues they may have regarding their Chicago Card. After the request is submitted, it is routed in the CCA to the appropriate CTA personnel to be investigated/addressed/resolved.

Account-Based Cards

Buy and Register

Customers can also visit the Chicago Card website at <http://www.chicago-card.com/> to purchase the account-based Chicago Card Plus. Industry standard security measures (or measures required by law - whichever is greater) are taken to safeguard the transmission of personal information including credit card numbers. The same forms of payment will be acceptable (Visa, MasterCard, American Express, Discover) but the purchase process shall be different from the process for stored value cards.

When a customer purchases a Chicago Card Plus they are able to select the initial value on the card, subject to a range set by the CTA. The customer is also required to agree to the program's terms and conditions before finalizing card purchase, and the customer must register the card (complete with contact information and PIN) as part of the order/purchase process. Customers are able to purchase multiple cards (up to 5) per account, but in all cases an available credit source must be established for future card replenishments.

The customer is required to establish their Chicago Card Plus account as part of the order/purchase/register process. The required account information includes user name, alphanumeric password (different from the card PIN), valid credit card, shipping address for the card shipment, billing address for the credit card (if different), phone number and email. All this information is required. In addition, the customer is required to agree to maintain a minimum balance on his/her Chicago Card Plus. As the customer depletes the value on his/her Chicago Card Plus through CTA system usage, the customer agrees to enable the CTA to automatically charge the customer's credit card for account replenishment. The customer determines the replenishment amount by selecting from a list of predefined increments. The replenishment credit card is validated through the site's payment authorization network before the customer's settings are accepted.

Once this information has been provided, the customer's credit card is cross-referenced against the billing address to prevent fraud. If the customer's information is accurate and the credit card has been successfully authorized, the purchase transaction is completed. Customers receive an order confirmation number as well as a confirmation email. Following

the purchase transaction, the customer is directed to the account management section of the website to select additional account/card preferences.

Account Management: Login

Account-based customers are able to visit the Chicago Card website at their convenience to manage their account/card preferences. In order to access these preferences, the customer utilizes their user name and password set up during the initial purchasing process. This access page (and the following account web pages) utilize industry standard (or legally required – whichever greater) security to protect customer account and credit card information. If a customer has forgotten his/her password, there is a mechanism for the password to be forwarded to the customer or reset (e.g. provide a password hint or require a call to customer service).

After logging in, the website displays the customer's current account information, including the remaining balance on the Chicago Card Plus cards in the account. The customer has the option to update his/her account/card information.

View Transaction History

There are three primary activities in the account management section of the website. The first, viewing transaction history, will enable the customer to view all bus and train rides taken in the last 90 days using the account-based Chicago Card Plus. The transit transactions are imported into the CCA from the CTA's AFC system on a regular basis. Therefore, the information available to the customer is not real-time. The customer is also able to view credit card transactions for the last 90 days. The transaction history shows the account balance, at the card level, after each ride so that it's apparent when the customer's account drops below the minimum balance requirement. The customer can also download their account history for the last 90 days.

Set Preferences

The second activity available to the customer within the account management section of the website is setting a number of account preferences.

Replenishment:

One set of preferences is replenishment. Customers are able to select their Chicago Card Plus replenishment amount utilizing the credit card on file. The replenishment options are predetermined by the CTA. The customer is also able to change or update the credit card on file for use with the Chicago Card Plus. Customers receive an automated email from the CCA one month before his/her credit card expires reminding the customer to update his/her account.

Fare Preference:

Another set of preferences involves the customer's ability to select a fare preference for the Chicago Card Plus cards associated with their account. Chicago Card Plus customers are able to elect either a Pay-Per-Use or a period pass fare preference. Pay-Per-Use preference is essentially like the stored-value cards in that the customer elects a dollar amount to put on the Chicago Card and for each ride the appropriate fare is deducted from the account balance. Period passes allow unlimited rides for a fixed fee over a fixed period of time (e.g. \$86 for unlimited rides within 30 days). Period passes have standardized prices and the customer can designate whether the period pass should automatically renew (debiting the account for the pass price) or if the Chicago Card Plus should revert to Pay-Per-Use

preference. The election of a fare preference does not impact the customer's physical card; it only impacts how transit transactions are posted to the account in the CCA. The CTA should be able to add and subtract fare media products over time.

Cancellation:

The customer is able to cancel his/her Chicago Card Plus account in this section of the website. Upon cancellation, the website advises the customer that once the remaining balance in the account is used, the card will be turned off (Hotlisted) and won't work on the CTA transit system.

Notification:

The customer is able to select email notifications for credit card charges, service bulletins and CTA marketing initiatives.

Replacement Card

Customers are able to request a replacement card from the website if their Chicago Card Plus is lost, damaged or stolen. A time stamp accompanies the customer's request in the CCA. The timestamp can be used by CTA personnel to determine the balance in the account as of the last valid transaction. Finally, before submitting the replacement request, the customer confirms the current shipping address on file so that the replacement card can be mailed to the correct address. The customer may also elect to pick up their replacement card at the CTA Sales Center (567 W. Lake St).

The site notifies customers that replacing lost, stolen or damaged cards has an associated fee. This fee is changeable by the CTA. Customers may return replaced cards to the CTA to be tested. If the test results determine that the card was defective, the replacement fee may be reimbursed to the customer.

Static Web Pages

The website also has a number of static web pages including a list of frequently asked questions (FAQ) about the account-based program as well as the CTA's privacy policy governing the use of personal account information. Customers are also able to access the terms and conditions of the account-based program (agreed to during the purchase process), and links to other sections of the website and to the CTA's website.

Service Requests

Customers can generate and submit Service Requests to the CTA via the Chicago Card Plus website. There are several drop-down menus to select from, and customers can also add comments and/or questions regarding any issues they may have regarding their Chicago Card Plus. After the request is submitted, it is routed in the CCA to the appropriate CTA personnel to be investigated/addressed/resolved.

Transit Benefits

The Chicago Card Plus Transit Benefit program is marketed to area employers. This account-based program allows CTA customers whose employers participate in the Chicago Card Plus Transit Benefit Program to receive their pre-tax payroll deductions for Transit Benefits in their Chicago Card Plus account. Instead of a credit card as the primary source of replenishment, the Chicago Card Plus Transit Benefit accounts will draw upon pre-tax payroll

deductions ordered by employers (with the employee option of having a credit card as a secondary replenishment source).

Both employers and employees enrolled in the Chicago Card Plus Transit Benefit Program are able to use the CCA website to manage their accounts. The third party administrators (TPA) that administer the Chicago Card Plus Transit Benefit Program on behalf of employers also have access.

Employer Access

The Chicago Card Plus Transit Benefit Program is administered on a month-to-month basis. The employer coordinates employee enrollment, and is responsible for managing employee reloads, aggregating all employees' contributions and submitting payment to the CTA. Employers are encouraged to elect the ACH (Automated Clearing House) payment option. CCOC personnel process and fulfill new participant orders on a monthly basis and mail these cards to the employees.

The Transit Benefit administrator from the employer is provided a username and password by the CCA upon enrollment in the Chicago Card Plus Transit Benefit Program. Upon logging into the CCA website, the administrator is able to perform several tasks: manage the enrollment status of employees, manage employee reload amounts, verify additional fees (new and/or replacement cards) amounts, view employer account balance, and run reports on the monthly orders.

Employers and employees enroll in the Chicago Card Plus Transit Benefit Program by submitting completed enrollment forms 45 days prior to their start date. These forms can be mailed or faxed to the CCOC for entry into the CCA.

During the monthly order process, employer administrators select employee status (i.e. suspend, cancel, renew or activate) and reload amount of enrolled employees. New enrollees to the Chicago Card Transit Benefit program (and existing enrollees requesting replacement cards) may be required to pay a one-time card fee which is included in the employer order.

After the administrator has entered and updated all order information, the CCA displays a summary of the administrator's Transit Benefit order for the month. This report can be downloaded by the administrator. The summary shows how many new, existing, suspended and cancelled employees are included in the order, and the total order amount. It also summarizes the order quantities for each transit product type and calculates a total amount payable to the CTA including replacement and new enrollment fees. This is the administrator's documentation of their monthly order.

Administrators are able to run reports from the website illustrating participation over time. Tabular reports track numbers of employees enrolled, dropped and the frequency with which cards are lost. Reports also display which transit products are most popular within the organization.

The employer has the option of setting up an electronic funds transfer (EFT) or ACH, to submit payment directly to the CTA electronically. The EFT/ACH functionality utilizes industry standard (or legally required – whichever greater) security techniques to safeguard the integrity of transactions. If the employer elects not to use EFT/ACH, payment is submitted to the CTA by mailed check. Payments received and posted per employer account (and therefore employee) are reconciled within the CCA.

In the event an employer uses a TPA, the TPA utilizes the Chicago Card Plus Transit Benefit Program website just as an employer would except the TPA's logon provides access to all its employer clients. The TPA user selects a specific employer account to work with from the list of its clients.

File Upload

Transit Benefit Program TPA's and Employers can elect to participate in the program utilizing the File Upload functionality. This enables the TPA/Employer to electronically enroll new employees, place their monthly orders, and manage their account(s) through a Secure File Transfer Protocol (SFTP). The details for this process are defined in a separate specification document.

Service Requests

Transit benefit administrators can generate and submit Service Requests to the CTA via the Chicago Card website. There are several drop-down menus to select from, and customers can also add comments and/or questions regarding any issues they may have regarding their Chicago Card. After the request is submitted, it is routed in the CCA to the appropriate CTA personnel to be investigated/addressed/resolved.

Employee Access

Employee functionality is very similar to Chicago Card Plus customers enabling employees to manage their Transit Benefit Chicago Card accounts online. Similar to all account based customers, Transit Benefit customers are able to view their account balance and transit history as well as update their contact information. They are also able to report lost, stolen or damaged cards and request a replacement card. As noted above, when a Transit Benefit replacement card is requested, the following month, the Transit Benefit administrator is notified of this and it is included in the account owner's pre-tax deduction (and therefore in the employers total amount due).

Unique to Transit Benefit customers, however, is the ability to provide a secondary credit source for replenishment. For example, if an employee has selected a \$30 pre-tax monthly deduction, he/she may exhaust the money in the Chicago Card account before month's end. To ensure the customer's Chicago Card stays active, the customer is able to keep a valid credit card on file. When the customer's balance falls below a pre-selected minimum threshold, the replenishment amount (also pre-selected) would be charged to the credit card.

Contact Customer Service

All customers are able to contact CTA customer service from the website with outstanding questions or issues. The Service Request form has a number of predefined subject categories to improve routing within the CCA. The CCA tracks the messages to ensure all receive proper attention and resolution.

Market Research

From time to time, the CTA may wish to provide incentives to customers to participate in market research initiatives. On these occasions the CCA is configurable to include optional market research questions that tie back to specific customer account profiles. Incentives might include complimentary rides for account-based users. If this were the case, the CCA should credit account-based users' accounts for participating in the market research.

Summary of System Generated Emails

Generally speaking, the CCA allows the CTA to send emails to a single individual, a configurable group of individuals or all customers. Some of these emails are requested and configured by customers while others will not. Groups of these emails are shown below. More details are available in a separate E-Mail Matrix reference document.

Description	Sent To	Configurable by Customer?
New Card Orders	Individual	No
Replacement Orders	Individual	No
Service Requests	Individual, Employer Administrator, TPA Administrator	No
Chicago Card Replenishment	Individual	No
Chicago Card Plus Balance Adjustment	Individual	No
Chicago Card Plus Cancellations	Individual	No
Chicago Card Plus Account Management	Individual	No
Chicago Card Plus Transit Benefit Program Status	Individual	No
Chicago Card Plus Transit Benefit Program Replacement Cards	Individual	No
Chicago Card Plus Transit Benefit Program Employer Status	Employer Administrator	No
Chicago Card Plus Transit Benefit Program TPA Status	TPA Administrator	No

Operations Center Requirements

The Chicago Card Operations Center (CCOC) performs a variety of tasks throughout the lifecycle of the Chicago Card offering. The primary functions of the CCOC are: (1) Inventory Management (2) Order Fulfillment (3) Addressing/Resolving Customer Service Requests (4) Manage the Chicago Card Plus Transit Benefit Program (5) Reporting Key Performance Indicators.

Inventory Management

Each time the CTA receives a shipment of cards from the manufacturer, the CCOC uploads the card inventory into the CCA. The manufacturer provides the CTA with detailed data and information about the cards. The inventory table in the CCA imports the following data from the manufacturer:

- AFC Number: a unique 10-digit ID used to identify a card on the CTA transit system.
- Printed Serial Number: a unique number printed on the back of each Chicago Card.
- Electronic ID number: an ID number associated with the computer chip in the Chicago Card; for some cards this will be the same as the printed serial number.
- Fare Media Type (FMT): a number code corresponding to a specific card type (e.g. account-based, \$0 stored value, \$20 stored value).
- Expiration Date: when the card expires (currently four plus years from encoding date).

Once the cards are in use, the serial numbers become very important identifiers. The CTA uses the AFC number to research the remaining value of stored value cards during the replacement card process. It also uses the AFC number to track usage of account-based customers. Because of the importance of the AFC number and the printed serial number, the CCA card inventory enforces the uniqueness of these numbers (i.e. it does not allow duplicates).

As part of the inventory management process, the CCA generates reports that facilitate inventory management by the CCOC.

Order Fulfillment

Customers may purchase Chicago Cards through various sales channels: the website, mail, CTA headquarters, phone orders, retail locations and field sales locations. Orders from each of these outlets are processed slightly differently in the operations center. Sales channel order information is retained in the CCA. Orders are fulfilled in a centralized manner. CCOC personnel can select the type of card order, the sales channel, and the date of order to facilitate this process. The following is a screen shot of the 'Process Orders' page in the CCA.

The screenshot displays the 'Process Orders' interface within the CCA system. The left sidebar contains a navigation menu with options such as 'Orders', 'View Orders', 'Complete Orders', 'Fulfillment Reports', 'Window P/U Orders', 'Place Order', 'Replace Expired', 'Replace Exp CC+', 'Service Requests', 'Customers', 'Search', 'Employers', 'TPA's', 'ACH Transaction', 'Inventory', 'Download Hotlist', 'Mail Processing', 'Place Mail Orders', 'Surveys', 'Broadcast E-mail', 'Content Mgmt.', 'System Settings', 'Reports', 'Admin Users', 'PayFlow Log', and 'Change Password'.

The main content area, titled 'Customer Orders', includes the following sections:

- Order Type:** A grid of checkboxes for selecting card types and values.
 - New Chicago Card Orders:** \$0 CC, \$20 CC, \$22 CC, Combo CC.
 - New Chicago Card Plus Orders:** Regular CC Plus, Transit Benefit CC Plus, Upgrade from Expired CC.
 - Replacement Orders:** Chicago Card, Expired Chicago Card, Chicago Card Plus, Expired Chicago Card Plus, I-Go/Chicago Card Plus, 567 Replacement Orders, Chicago Card, Chicago Card Plus, I-Go/Chicago Card Plus.
 - Complimentary Orders:** \$0 CC, \$20 CC, \$22 CC, Combo CC, Chicago Card Plus.
 - Adjustment Orders:** \$0 CC, \$20 CC, \$22 CC, Combo CC, Chicago Card Plus, I-Go/Chicago Card Plus, Replacement CC, Replacement CC Plus, Replacement I-Go/Chicago Card Plus.
- Order Date Range:** Fields for 'From' and 'To' dates, with 'Select All' and 'Deselect All' buttons.
- Order Status:** A dropdown menu currently set to 'Open'.
- Max. number of Orders:** A text input field set to '100'.
- Order Number:** A text input field.

A 'Search' button is located at the bottom right of the main content area. The top of the browser window shows the address 'https://cca723.americanagle.com/Admin/Default.aspx' and the user 'Vincent Nwokolo'.

Web Orders

For web orders, the CCA assigns cards by card serial number to confirmed orders from the available inventory of cards (specific to card type – Chicago Card \$20 stored value, Chicago Card Plus, and Chicago Card Plus Transit Benefits, etc). Customer information is captured during the order process in the CCA. The CCA also generates fulfillment reports and shipping labels for the mail distribution of cards.

Mail Orders

For mail orders, the CCA will perform the same functions to fulfill the orders, but CCOC personnel are required to manually enter customer data from the mail-in form. The CCA tracks all payments received by the CCOC and prepares deposit reports. The application also provides an audit trail for mail orders, documenting the quantity and type of mail received each day.

Field & Retail Sales

Information about cards sold at various field sale locations, at retail locations, and at CTA headquarters is facilitated in the CCA. Stored value cards may be purchased without registering. Therefore the CCA is able to designate a card as sold in the field without having a specific customer name or contact information. Account-based cards, however, always have registration and account management data.

Adjustments and Complementary Cards

The CCOC is required to issue adjustment cards for orders that were shipped by the CCOC, but not received by customers. For this process CCOC personnel are able to make revenue adjustments associated with a previous transaction and issue a corrective transaction. This happens to any card order, regardless of card type or sales channel.

CTA departments may purchase Chicago Cards (using a CTA budget code) and distribute cards to third parties as complimentary.

Replacement Cards

Customers may request replacement cards by accessing their account on the web or by contacting CTA Customer Service. In either case, replacement requests are routed to the CCOC for processing in the CCA. The replacement process in the CCA includes "hotlisting" (meaning deactivate) lost, stolen or defective cards via a transfer of data from the CCA to the CTA's AFC system. On a daily basis, CTA personnel from Revenue Equipment log into the CCA, run the 'Hotlist Program' export the hotlist to the AFC system, and then log the successful hotlisting process in the CCA.

For the replacement cards, the CCA assigns cards by card serial number to customers from available card inventory and then follows the fulfillment process outlined above for distribution to the customer. Unique to replacement cards, however, is the tracking of the replacement card value. When a customer requests a Chicago Card replacement, CTA personnel with access to the CCA & AFC system researches the value on the lost, stolen or damaged card and logs it into the CCA. During the replacement order fulfillment process, the replacement value is encoded on the replacement card before it is distributed to the customer.

Account-based Operations (including Transit Benefits)

There are several activities the CCA supports in conjunction with the account-based Chicago Card Plus:

Import Transit Transaction Data

The CTA operates an automated fare collection system that tracks the number and value of rides taken by Chicago Card holders. For account-based customers, this transaction data is imported on a regular basis (at least once a day, maybe more) for posting to the customer's Chicago Card Plus account. AFC Data imports can be over several hundred thousand transactions. This data import runs automatically between the CCA and AFC systems. The CTA's AFC system generates a comma-delimited file with the relevant transaction data that is imported into the CCA. To ensure all transactions are captured, files from adjacent time periods have small overlaps. During the import process, the CCA has filters to compare transactions in the file with transactions already in the database to ensure no duplicate transactions are imported (the file has a unique index).

Post Transaction Data

Once the transaction data is imported, the individual transactions are posted to users' accounts. The transactions are assigned to Chicago Card Plus accounts by the AFC serial number (assigned to the user when the card order was fulfilled). After new activity is posted to an account, the account balance is automatically calculated. The customer is able to monitor his/her balance and the last 90 days of transit history via the website.

Credit Authorization

When a Chicago Card Plus account balance falls below the minimum threshold, the CCA automatically attempts to replenish the account based on the customer's fare preference and reload amount (configurable by the customer via the website). If a Transit Benefit customer's payroll deduction has been exhausted and they have backed their account with a credit card, the credit card should be used for replenishment according to the Chicago Card Plus Transit Benefit Program rules. The application utilizes a secure credit card authorization service (currently Velocity Payment System) to complete the authorization and billing transaction. All credit card transactions (successful or not) are captured in the PayFlow log within the CCA.

AFC Card Status

Upon completion of the transaction posting process (see Post Transaction Data), if a customer has exhausted his/her Chicago Card account balance and no further replenishment is available (e.g. if the supplied credit card has expired or has been declined or if Transit Benefit funds have been exhausted) the affected card in the customer's account is automatically disabled in the CCA. After all necessary records have been processed in the CCA, the CCA creates a comma-delimited file with the data that is exported to the CTA's AFC system (reference in Import Transit Transaction Data). The file referenced from that section does not contain hotlist data, but contains AFC Chicago Card Plus detail transactions. The hotlist data file is referenced in section Replacement Cards. The AFC performs the actual disabling of the card, preventing its use on the CTA system. If a customer's card has been disabled, the CCA automatically sends an email to the customer, instructing them to access their account, and update their account information and/or credit card.

Once a customer's account has been successfully replenished, the CCA automatically updates customer's card status to "enabled". After all necessary records have been processed in the CCA, the CCA creates a comma-delimited file with the data that is exported to the CTA's AFC system (reference in Import Transit Transaction Data). The AFC performs the actual enabling of the card, authorizing its use on the CTA system.

Expiring Credit Cards

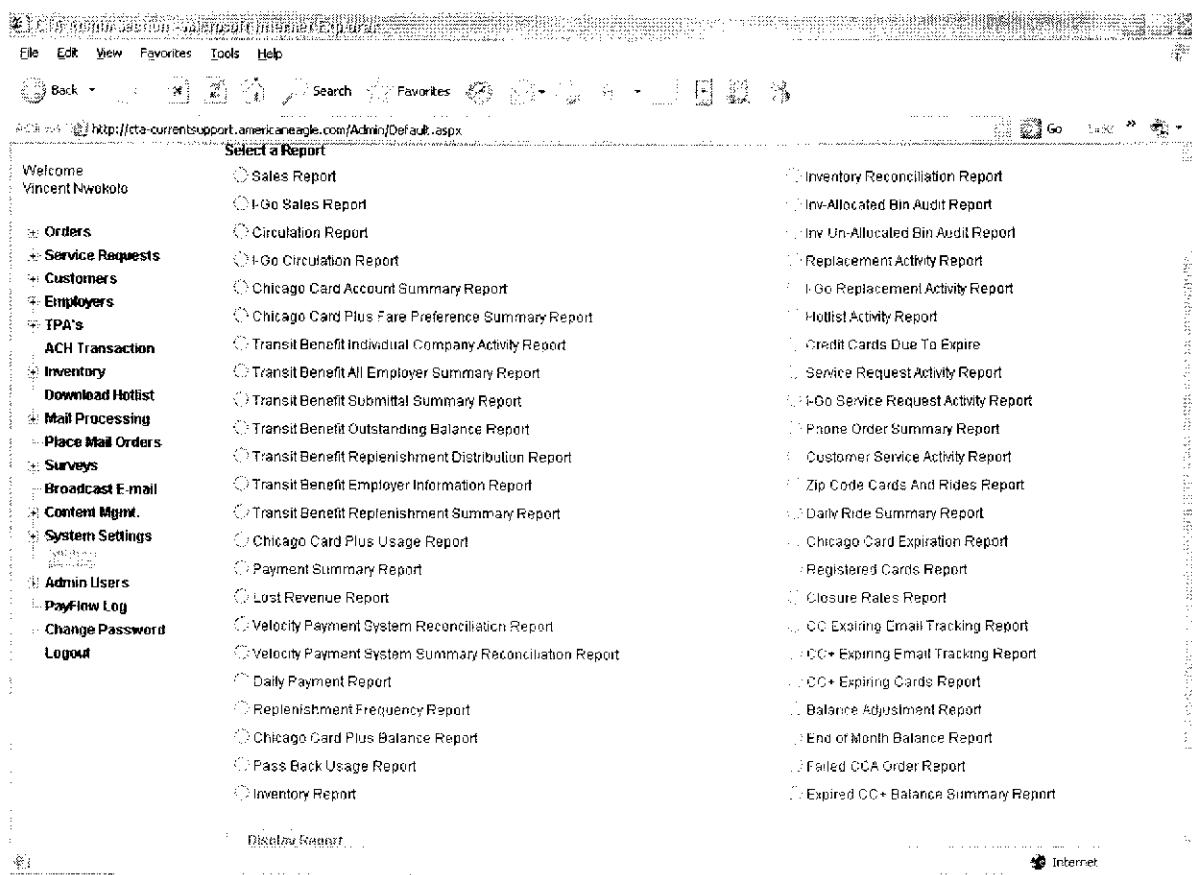
The CCA automatically scans its customer database for credit cards that are due to expire within a predetermined (configurable) period of time. The result of the scan produces a report of all credit cards that are going to expire. The CCA also automatically sends e-mail to the customer informing them of the card expiration, and asks them to access their account and update their credit card information.

Establishing Transit Benefit Employer Accounts

For security purposes, Transit Benefit employers are not allowed to create Chicago Card Plus Transit Benefit Program Employer accounts online. Employer accounts are created in the CCA based on completed enrollment forms sent to the CCOC (reference section 2.3.1).

Reporting

The CCA has significant reporting capabilities to manage the Chicago Card operational processes. Access to the various reports in the CCA is permission based. This is a screen shot of the reports page in the CCA.



- Sales reports.
- Circulation report.
- Chicago Card Plus Transit Benefit Program reports.
- Payment and Replenishment reports.
- Inventory reports.
- Chicago Card Plus account balance reports.
- Replacement reports.
- Hotlist activity reports.
- Customer Service reports.
- Customer ride history reports.

Customer Service Requirements

The CTA's Customer Service organization (different from the CCOC) staffs a call center that is the single point of contact for all CTA customers. The Customer Service team utilizes the CCA to update customer information, create orders, create service requests, view customer accounts, and address/resolve customer issues and questions.

Update Customer Information

Customer Service personnel access the CCA to update customer information.

Create orders

Customer Service personnel access the CCA to create new and replacement orders for customers.

Create Service Requests

Customer Service personnel access the CCA to create service requests for customers.

View Customer Accounts

Customers may call in with questions regarding account status. CSRs are able to search the CCA by any customer field and access account data. In order to advise customers requesting order status information, the CSRs also are able to view new, replacement and adjustment orders waiting fulfillment processing.

Replacement Cards

Although customers are encouraged to submit service requests by accessing their accounts, Customer Service is a point of contact for replacement card requests. To process a replacement request, the CSR verifies the caller's identity by the PIN in the account. If the customer has forgotten the PIN, the CSR asks for verification of customer contact information, and updates the shipping address for the replacement order, if necessary, the CSR logs the date and time that the card was lost, stolen or damaged and the remaining value on the card. Because the CSRs do not have access to real-time transit information, it may take 24 hours for the CSR to determine the remaining value on a card. The CCA facilitates this process by creating a queue of replacement requests and/or service requests that can be accessed and researched by a CSR.

Management Reporting

Customer Service managers are able to run reports on CSR's activities in the in the CCA in order to monitor their performance.

Treasury Requirements

The CTA's Treasury Department staffs the CTA's Sales Center at 567 W. Lake Street. The Treasury team utilizes the CCA to update customer information, create orders, create service requests, view customer accounts, and address/resolve customer issues and questions.

Update Customer Information

Treasury personnel access the CCA to update customer information.

Create orders

Treasury personnel access the CCA to create new and replacement orders for customers.

Create Service Requests

Treasury personnel access the CCA to create service requests for customers.

View Customer Accounts

Customers may come to the CTA Sales Center with questions regarding account status. Treasury personnel are able to search the CCA by any customer field and access account data. In order to advise customers requesting order status information, Treasury personnel also are able to view new, replacement and adjustment orders waiting fulfillment processing.

Replacement Cards

Although customers are encouraged to submit service requests by accessing their accounts, the CTA Sales Center is also a point of contact for replacement card requests. To process a replacement request, Treasury personnel verify the customer's identity by the PIN in the account. If the customer has forgotten the PIN, Treasury personnel asks for verification of customer contact information, and updates the shipping address for the replacement order, if necessary. Treasury personnel log the date and time that the card was lost, stolen or damaged and the remaining value on the card. Because Treasury personnel do not have access to real-time transit information, it may take 24 hours for the CTA to determine the remaining value on a card. The CCA facilitates this process by creating a queue of replacement requests and/or service requests that can be accessed and researched by Treasury personnel.

Management Reporting

Treasury managers are able to run reports on Treasury personnel activities in the CCA in order to monitor their performance.

ACH Processing

Treasury personnel access the CCA to process the ACH payments for the Chicago Card Plus Transit Benefit Program.

Finance Requirements

Reporting

The CTA Finance department can run a variety of reports in the CCA to assist in managing CTA finances. In addition to having access to all the reports outlined for the CCOC in section "Reporting", the Finance team is able to run additional reports (not exhaustive):

- Sales reconciliation: aggregate sales by user-definable time period (from daily to yearly) categorized by method of payment and card type. Also, this report should have the ability to indicate whether the account was configured as a pass or stored value product during the user-defined time period.
- Transit Benefits profile: summary of how many employers and employees are participating in the program; sales by Transit Benefit fare media product.
- Credit card reconciliation: periodic report on which credit card transactions have been settled through the clearinghouse network and deposited into CTA accounts.

Exhibit B Technical Architecture for CTA Web Sites

This document details the technical architecture utilized in hosting and maintaining the current set of CTA websites: chicago-card.com, transitchicago.com and faremedia.chicago-card.com as of April 2011.

CTA owns all hardware and software listed in this Exhibit.

Architecture Components

The core components of the architecture are ASP.NET web servers, SQL Server Enterprise Edition 2005 and custom ASP.NET components (ASP Pages, Component Services and DLLs). This architecture separates the presentation, business logic and persistence layer providing a flexible and scalable solution that can be more easily maintained and enhanced.

A detailed description of each component follows:

Windows Server 2003/2008 Operating System

The Microsoft Windows (Enterprise Edition) Server operating system provides the performance and scalability for database, application, and messaging systems. The Microsoft platform delivers in scale-up and scale-out scenarios in response to the dynamic processing requirements demanded, regardless of where they happen in the architecture.

Microsoft Internet Information Server (IIS) 6.0/7.0

This is a program that serves the files that form Web pages to Web users (whose computers contain HTTP clients that forward their requests). Every computer on the Internet that contains a Web site must have a Web server program. Typically a logical web server is bundled into the application server.

Internet Information Services (IIS) with the Microsoft Windows Server family provides integrated, reliable, scalable, secure, and manageable Web server capabilities over an intranet, the Internet, or an extranet. IIS is a tool for creating a strong communications platform of dynamic network applications. The IIS is used to host and manage Web pages on the Internet or on their intranet, to host and manage FTP sites, and to route news or mail using the Network News Transport Protocol (NNTP) and the Simple Mail Transfer Protocol (SMTP). IIS leverages the latest Web standards, such as Microsoft ASP.NET, XML, and Simple Object Access Protocol (SOAP) for the development, implementation, and management of Web applications. IIS includes new features designed to help organizations, IT professionals, and Web administrators achieve their goals of performance, reliability, scalability, and security for potentially thousands of Web sites, either on a single IIS server or on multiple servers.

Microsoft ASP.NET (Versions 1.1, 2.0, 3.5)

ASP.NET is a programming framework built on the common language runtime that can be used on a server to build powerful Web applications.

Microsoft SQL Server Enterprise Edition 2005

SQL Server Enterprise Edition 2005 provides the enterprise data management platform that is needed to adapt quickly in a fast-changing environment. It is a fully enterprise class database product, providing core support for Extensible Markup Language (XML), Internet queries and advanced database partitioning. All CTA websites are driven by this version of SQL server.

Lyris ListManager (chicago-card.com)

Lyris ListManager is a high-performance software application for opt-in email marketing campaigns, email announcement lists, and online discussion groups.

SureSync File Replication software

Software Pursuits' SureSync product-line provides a unique data protection and availability suite. SureSync is a cost-effective file synchronization and replication solution, allowing to share files globally; continuously backup, protect, and recover data; publish content to web forms; and distribute files and software.

V+Link Payment Processing (chicago-card.com, faremedia.chicago-card.com)

V+Link is a message-based programming interface that enables Bank of America customers to process credit card and ACH payments using their existing mainframe and/or client/server applications. The messages are exchanged over the public internet using HyperText Transfer Protocol Secure (H1TPS) and encrypted with 128-bit Secure Socket Layer (SSL).

Key Points:

Agencies calling V+Link must provide a valid username and password, which is used for authentication.

- V+Link interface supports the HTTP POST method. The GET method is not supported due to security issues and data size limitations.
- V+Link is synchronous, meaning that once a request is received from the external client, a response will not be sent until the entire transaction has been completed. Each client request/response is atomic and therefore does not depend upon other interactions between the client and the Velocity Server.
- Request parameters passed from the external client/agency to V+Link are provided as name/value pairs in accordance with the HTTP specification. The fields to be included with each request are dependent upon the type of transaction being processed. Unless otherwise specified, values must be strings of characters as defined in ISO-8859-1. See request message specifications below.
- When an Authorization or Sale transaction is invoked, the calling agency will receive a unique transaction identifier code. This "key" value must be maintained by the calling agency and is a required field when processing any subsequent capture, credit, or void transactions.

Web Analytics Tools**Urchin (chicago-card.com)**

Urchin is a web statistics analysis program developed by Urchin Software Corporation. Urchin is used to analyze web server log file content and display the traffic information on that website based upon the log data.

Urchin software can be run in two different data collection modes; log file analyzer or hybrid. As a log file analyzer, Urchin processes web server log files in a variety of log file formats. Custom file formats can also be defined. As a hybrid, Urchin combines page tags with log file data to eradicate the limitations of each data collection method in isolation. The result is more accurate web visitor data.

Urchin has become one of the more popular solutions for website traffic analysis, particularly with ISPs and web hosting providers. This is largely due to its scalability in performance and pricing model.

Google Analytics (transitchicago.com, faremedia.chicago-card.com)

Google Analytics (GA) is a free service offered by Google that generates detailed statistics about the visitors to a website. GA can track visitors from all referrers, including search engines, display advertising, pay-per-click networks, e-mail marketing and digital collateral such as links within PDF documents.

Integrated with AdWords, users can review online campaigns by tracking landing page quality and conversions (goals). Goals might include sales, lead generation, viewing a specific page, or downloading a particular file. These can also be monetized. By using GA, marketers can determine which ads are performing, and which are not, providing the information to optimize or cull campaigns.

GA's approach is to show high level dashboard-type data for the casual user and more in-depth data further into the report set. Through the use of GA analysis, poor performing pages can be identified using techniques such as funnel visualization, where visitors came from (referrers), how long they stayed and their geographical position. It also provides more advanced features, including custom visitor segmentation.

ASP Mail (chicago-card.com)

ASP Mail allows you to send SMTP mail directly from a Web page or a script. This component is widely used in CTA's AFC and Transit Benefit scripts to notify customers when certain actions are performed on their account.

ABCpdf (chicago-card.com)

ABCpdf .NET dynamically renders Adobe PDF documents on the fly from their HTML counterparts. ABCpdf .NET can be used from languages like C# or Visual Basic .NET and runs on Windows 2000, Windows XP, Windows Server 2003, Windows Vista, and Windows Server 2008. Create PDF documents from scratch or read and modify existing PDF documents. Add pages from other documents for seamless joining, insertion and stitching of multiple documents. Stream your documents direct to your client web browser without going via the disk. Render your PDF documents in a variety of formats. Output your pages in raster formats like JPEG, GIF, TIFF or JPEG 2000 in any of a variety of color spaces and bit depths. Alternatively choose vector formats like EMF, EPS, XPS, SVG and SWF (Flash) for specialist areas such as high resolution print work. Control advanced rendering settings such as alpha, compression type, multiple pages and different horizontal and vertical resolutions. Add virtually any graphic into your PDFs. ABCpdf supports JPEG, GIF, TIFF, BMP, PNG, EXIF, WMF, EMF, JPEG 2000, PS, EPS, XPS, WPF, SVG and SWF (Flash) amongst others. Additionally you can reference image data from multiple locations in your document – often used to insert watermarks and other frequently used graphics. ABCpdf is fully PostScript compatible.

I-Go Web Service (chicago-card.com)

The I-Go Web Service was developed to give I-Go the ability to "push" their orders for new I-Go/CC+ cards directly to the CCA since final approval for the card needs to happen on their end. This action creates, processes and completes the new I-Go/CC+ order all in one step.

Govolution Alert Integration (transitchicago.com)

The transitchicago.com CMS was enhanced to allow new transit system alerts to be immediately sent to Govolution for distribution to a mailing list of customers who signed up for such alerts via e-mail or SMS messaging.

National Oceanic and Atmospheric Administration Web Service (transitchicago.com)

Weather forecast information displayed on transitchicago.com in various sections of Train Tracker and the DIY Bus Tracker application is provided via a web service from the NOAA.

Bus Tracker API Implementation (transitchicago.com)

Clever Device's Bus Tracker API is integrated into transitchicago.com to allow users to create custom prediction screens via the DIY Bus Tracker application.

CTA QuicTrak Database Integration (transitchicago.com)

A site-to-site VPN tunnel was created to allow the transitchicago.com web servers to query data directly from the CTA QuicTrak database, which is then used in displaying predicted train times in Train Tracker and related functionality on the transitchicago.com web site.

Hardware**Web Servers**

Currently, the web servers have the following specifications:

Web servers 1-3 (chicago-card.com, faremedia.chicago-card.com, transitchicago.com)

IBM Pentium III 1.13 Dual Processors
18 GB Hard Drive x4
2 GB RAM
2 Network Cards
RAID-5

Web servers 4-5 (transitchicago.com only)

2 x 3.0 GHz Intel Dual Core Processors
2 x 73 GB hard drives (mirrored drives)
8 GB RAM
2 Network Cards
RAID-5

Database Servers

Currently, the database servers have the following specifications:

IBM Pentium III 1.13 Dual Processors
146.8 GB Hard Drive x4 (total size of 431GB)
2 GB RAM
2 Network Cards
RAID-5

Primary Dedicated Web Servers

Operating System: Windows Server 2003 or 2008

Role: These servers' main function is to run IIS and serve the chicago-card.com, transitchicago.com and faremedia.chicago-card.com web sites. The sites run on the following versions of the ASP.NET platform:

chicago-card.com :	ASP .NET 1.1
transitchicago.com :	ASP .NET 2.0
faremedia.chicago-card.com :	ASP .NET 3.5

These servers also run the Secure FTP service where data transmissions are uploaded on a nightly basis. Copies of the files are automatically synchronized with the back-up web servers using SureSync file replication software.

The servers are load-balanced so that web site traffic is spread out evenly across the servers – chicago-card.com and faremedia.chicago-card.com run on three of the five web servers, and transitchicago.com runs across all five. This also adds another level of redundancy to the configuration. CISCO Distributed Directors are used to balance the load.

Software:

Web Servers 1-3:

Microsoft Windows Server 2003
Microsoft Internet Information Server (IIS) 6.0
Velocity Payment System credit card payment software
ServerObjects AspMail (third-party component used for sending web site e-mails)

Web Servers 4-5:

Microsoft Windows Server 2008
Microsoft Internet Information Server (IIS) 7.0

All:

Microsoft ASP.NET
SoftArtisans FileUp (third-part component used for uploading files to the site)
WS_FTP Secure FTP Server
SureSync file replication software

Primary Dedicated Database Server

Operating System: Windows Server 2003

Role: This server runs SQL Server Enterprise Edition 2005 and hosts the database associated with the site. The database resides on a private IP address and is not connected to the public Internet for additional security. Data is automatically replicated to the back-up database servers using SQL Server's built-in merge replication functionality. This server also processes the data files uploaded via FTP by using SSIS (SQL Server Integration Services) packages.

Software:

Microsoft Windows Server 2003
Microsoft SQL Server Enterprise Edition 2005

Dedicated Shared Broadcast E-mail Server

Operating System: Windows Server 2003

Role: This server is used to send out large mailings to CTA customers. Currently, CTA uses contracted third party's dedicated server that runs Lyris's ListManager program for current customers.

Software:

Microsoft Windows Server 2003

Lyris List Manager

Back-up Dedicated Database Server

Operating System: Windows Server 2003

Role: This server acts as a stand-by database server in case there is a problem with the main servers at the local data center. It contains an identical copy of the database associated with the www.chicago-card.com site and is able to immediately handle users in case of a problem with the primary servers or data center.

Software:

Microsoft Windows Server 2003

Microsoft SQL Server Enterprise Edition 2005

Staging Web Server

Operating System: Windows Server 2003

Role: This server's main function is to run IIS and serve as a development area for the CTA web sites. The site runs on the ASP.NET platform.

Software:

Microsoft Windows Server 2003

Microsoft Internet Information Server (IIS) 6.0

Microsoft ASP.NET

Velocity Payment System credit card payment software

ServerObjects AspMail (third-party component used for sending web site e-mails)

SoftArtisans FileUp (third-part component used for uploading files to the site)

Staging Database Server

Operating System: Windows Server 2003

Role: This server runs SQL Server Enterprise Edition 2005 and hosts the database associated with the staging site. The database resides on a private IP address and is not connected to the public Internet for additional security.

Software:

Microsoft Windows Server 2003

Microsoft SQL Server Enterprise Edition 2005

Capacity/Performance

Current hosting environment and technology is configured to handle more than 1 billion hits per day. Activity is monitored on a daily basis using several tools. There is no scheduled downtime for any of hardware or software maintenance due to the fact that during maintenance all sites are switched to co-located servers.

Redundancy

There are several levels of redundancy built into the hosting environment.

Power

In case of a power outage, a natural gas-powered generator automatically powers the data center if the electricity fails.

Automatic Failover to Redundant, Off-Site Servers

In addition to the back-up generators and environmental controls, automatic failover from the primary servers to redundant servers exists. This is accomplished through the use of SureSync file replication software, SQL Server merge replication, and 2 CISCO Distributed Directors.

8. Appendices

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Appendix A **Cost and Price Analysis Forms**

COST AND PRICE ANALYSIS FOR PROFESSIONAL SERVICES CONSULTANT

This form is to be used when a consultant performs most of the project "in-house" and retains sub-consultants to complete the balance of the work. You must have your sub-consultants complete their form and attach a copy to each of your forms. If the consultant fails to complete and follow these guidelines the proposal may be disqualified.

INSTRUCTIONS FOR COST AND PRICE ANALYSIS FORM

Line 1 – Direct Labor (Professional or Technical)

This heading must include an itemized list of all professional or technical personnel who will be used on the project. Each employee must be identified by classification, such as, principals, project managers, analysts, programmers, etc., the estimated number of hours he will devote to the project and his rate of pay per hour.

Line 2 – Direct Labor (Clerical)

Itemized list of all clerical employees, such as secretary, typist, clerk, etc. Again they must be identified, the number of hours they will devote to the project and their rate of pay per hour.

Line 3 – Burden (Overhead)

It must be your company's independent certified overhead rate. **Note: if the rates provided in Lines 1 and 2 above include overhead costs this line must be left blank. Under separate cover the company must provide their latest financial report.**

Line 4 – "In House" Cost

Add totals of lines 1, 2 and 3.

Line 5 – Profit

In accordance with Federal Regulations profit will be negotiated separately from all other costs.

Line 6 – Other Direct Costs

This category includes all expenses that were not included under Burden. They are out of pocket expenses such as reproduction of reports, travel expenses, hardware, software, or any other unique costs to the project.

Line 7 – Sub-consultant Estimated Cost

Enter total from sub-consultant's Line 7. If more than one is retained, combine their totals.

Line 8 – Sub-consultant Profit

Enter total from sub-consultant's Line 8. If more than one is retained, combine their totals.

Line 9 – Total Project Estimated Cost

Add your Lines 4, 6 and 7.

Line 10 – Total Project Profit

Add your Lines 5 and 8.

Line 11 – Total "Not-to-Exceed" Contract Cost

Add your Lines 9 and 10. This figure will be the "Not-to-Exceed" amount of your contract.

GENERAL

If the guidelines as indicated are exceeded, consultant must furnish an itemized breakdown and justification to supplement your proposal.

Representatives of (FTA) Federal Transit Administration, Illinois Department of Transportation, State of Illinois, (RTA) Regional Transportation Authority, or (CTA) Chicago Transit Authority, reserve the right to inspect and audit all cost data and records of the consultant relating to his performance under this contract.

COMPLETION SCHEDULE

Consultant shall attach the project schedule.

NOTE: These instructions to be used in conjunction with Form 316.03

COST AND PRICE ANALYSIS FOR PROFESSIONAL SERVICES CONSULTANT

Name and Address of Firm

Title of Project: **Request for Proposals (RFP) for
Hosting, Maintenance, and Enhancements to the
Chicago Transit Authority's Customer Websites for a
Period of Three Years.**

Requisition No.: **B11FT03418**

Detail Description	Estimated Hours	Rate Per/Hour	Estimated Cost
1. Direct Labor (Professional or Technical)			
Total Line 1			
2. Direct Labor (Clerical)			
Total Line 2			
3. Burden (overhead)	Burden Rate	X Base =	Burden (\$)
Total Line 3			
4. "In-House" Cost Add Lines 1, 2 and 3			
5. Profit (%) of Line 4			
6. Other Direct Costs			Estimated Cost
Total Line 6			
7. Subconsultant Cost (from his line 7)			
8. Subconsultant Profit (from his line 8)			
9. Total Project Cost (add your lines 4, 6 and 7)			
10. Total Project Profit (add your lines 5 and 8)			
11. Total "Not-to-Exceed" Contract (add your lines 9 and 10)			

Date

(Signature of Authorized Representative of Consultant)

COST AND PRICE ANALYSIS FOR PROFESSIONAL SERVICES SUB-CONSULTANT

This form is to be used when a consultant retains sub-consultant(s) to perform services required to complete his project.
If the consultant fails to complete these and follow these guidelines the proposal may be disqualified.

INSTRUCTIONS FOR COST AND PRICE ANALYSIS FORM

Line 1 – Direct Labor (Professional or Technical)

This heading must include an itemized list of all professional or technical personnel who will be used on the project. Each employee must be identified by classification, such as, principals, project managers, analysts, programmers, etc., the estimated number of hours he will devote to the project and his rate of pay per hour.

Line 2 – Direct Labor (Clerical)

Itemized list of all clerical employees, such as secretary, typist, clerk, etc. Again they must be identified, the number of hours they will devote to the project and their rate of pay per hour.

Line 3 – Burden (Overhead)

It must be your company's independent certified overhead rate. **Note: if the rates provided in Lines 1 and 2 above include overhead costs this line must be left blank. Under separate cover the company must provide their latest financial report.**

Line 4 – “In House” Cost

Add totals of lines 1, 2 and 3.

Line 5 – Profit

In accordance with Federal Regulations profit will be negotiated separately from all other costs.

Line 6 – Other Direct Costs

This category includes all expenses that were not included under Burden. They are out of pocket expenses or any other unique costs to the project.

Line 7 – Project Cost

Add totals of Lines 4 and 6.

Line 8 – Consultant Total Profit

From Line 5 – Profit.

Line 9 – Total “Not-to-Exceed” Contract Cost

Add totals of Lines 7 and 8.

General

If the guidelines as indicated are exceeded, consultant must furnish an itemized breakdown and justification to supplement your proposal.

Representatives of (FTA) Federal Transit Administration, Illinois Department of Transportation, State of Illinois, (RTA) Regional Transportation Authority, or (CTA) Chicago Transit Authority, reserve the right to inspect and audit all cost data and records of the consultant relating to his performance under this contract.

NOTE: these instructions to be used in conjunction with Form 316.04.

COST AND PRICE ANALYSIS FOR PROFESSIONAL SERVICES SUBCONSULTANT

Name and Address of Firm

Title of Project: **Request for Proposals (RFP) for
Hosting, Maintenance, and Enhancements to the
Chicago Transit Authority's Customer Websites for a
Period of Three Years.**

Requisition No.: **B11FT03418**

Detail Description	Estimated Hours	Rate Per/Hour	Estimated Cost
1. Direct Labor (Professional or Technical)			
Total Line 1			
2. Direct Labor (Clerical)			
Total Line 2			
3. Burden (overhead)	Burden Rate	X Base =	Burden (\$)
Total Line 3			
4. "In-House" Cost Add Lines 1, 2 and 3			
5. Profit (%) of Line 4			
6. Other Direct Costs			Estimated Cost
Total Line 6			
7. Project Cost Add Totals Lines 4 and 6			
8. Consultant Profit Add Total Line 5			
9. Total "Not-to-Exceed" Contract Add Lines 7 and 8			

Date

(Signature of Authorized Representative of Consultant)

Appendix B Cost and Price Proposal Forms

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

This bid _____ DOES or _____ DOES NOT include hosting services.

This is a fixed fee engagement. Include all project-related expenses in the chart below. Ongoing support and maintenance fees for the computing infrastructure of the proposed solution should be included in as recurring costs.

Hosted solution should be record as a one-time set up fee, as Non-Recurring Costs and ongoing hosting fees as Recurring Costs. These fees should not be dependent on transaction volumes.

Item	Non-Recurring Costs	Recurring Costs			
		Year 1	Year 2	Year 3	Total
Hardware/Software Infrastructure					
<i>Provide line item detail for each piece of hardware and commercially available software included in the scope of work. Be sure to include support and maintenance fees associated with each item. Record hosting fees (if applicable) as recurring costs.</i>					
Application Server(s)					
Database Server(s)					
Storage					
Additional Equipment and Software					
Hosting and Maintenance					
Development Resources					
<i>Itemize all resources used in the development effort. Include the specific categories listed below plus all others as appropriate</i>					
Project manager(s)					
Application architect(s)					
Application developer(s)					
Database administrator(s)					
Web developer(s)					
Business analyst(s)					
Physical Transfer of Equipment from current Consultant to new Consultant and set-up fee, if applicable. (Current equipment location Park Ridge, IL)					
Other Costs					
Travel					
Other Expenses (Explain)					
Summary					
Subcontractor Cost					
Subcontractor Profit					
Total Cost (including subcontractor)					
Total Profit (including subcontractor)					
Fixed Fee Amount					
Broadcast email functionality	Per Transaction				

Appendix C Vendor Profile Form

General Company Information	
Company Name	
Headquarters Address and Phone	
Address and Phone of Office submitting Proposal (if different)	
Contact for the Proposal (name, title, telephone, and fax)	
CEO Name	
CEO Phone Number	
CFO Name	
CFO Phone Number	
President Name	
President Phone Number	
Name of Parent Company	
List of Subsidiaries	
Company Web Site	
Company Stability and Financial Strength	
Years the company has been in business	
List the first year of profitable operation (based on After Tax Income)	
List the most recent consecutive years of profitability	
How long the company has been selling the proposed system to public sector clients	
Frequency of new releases of the proposed system	
Number of releases that are supported concurrently	
Number of Company Employees:	Most Recent Year End
Management and administration	
Sales	
Software development and maintenance	
Hardware development/manufacturing	
Research and development	
Customer support	
Other (please specify)	
TOTAL IN COMPANY	

Attach audited financial statements covering 2008, 2009, and 2010.	Attached (mark w/ X)	Yes		No	
Provide key financial information (in Thousands of US Dollars):	2008	2009	2010		
<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 D 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 E Inventory of Proposed Software Form

[illegible]

Appendix F Inventory of Proposed Hardware Form

[illegible]

Appendix G Hosting Requirements

Vendors must complete this worksheet describing the service levels to be provided during the term of the contract for the hosted solution. These requirements are in addition to, not in lieu of, technical and functional requirements listed in the Scope of Work.

Any exceptions to the requirements listed below should be noted on the Table of Exceptions (Section H of Technical Proposal Requirements).

Availability

The CTA defines CCA "availability" as having the **website and all functions of the application** accessible and running properly for all CTA customers and staff.

The CCA is to have 99.5% availability each month. This includes unscheduled outages as well as outages planned by the vendor. Scheduled downtime requested by the CTA shall not be included. Actual service levels shall be monitored on a monthly basis and performance reports forwarded to the CTA. In the event actual service levels fall below the target, the CTA shall receive service credits according to the following sliding scale:

Actual Service Level Falls Below	Monthly Credit Of
99.5%	15%
98%	25%
95%	40%

Additional parameters:

- If the 99.5% availability metric is not met for three successive months, the CTA shall have the right to terminate the hosting contract.
- For outages planned by the vendor, CTA must receive notice 5 business days in advance.

Operating Metrics

- The CTA shall be notified within 15 minutes of any unplanned outage.
- All calls into the vendor's support center shall receive a trouble ticket number.
- Incremental backups of CCA data must be made daily; full backups are to be performed weekly. Copies of the full backup should be sent to the CTA.
- Restore from backup should take less than 1 hour.
- The CTA shall have the right to periodically visit the hosting facility and audit the practices used to maintain the CCA.

Appendix G **Hosting Requirements - Continued**

Description of Hosting Environment

Where is the hosting site located?

Describe the system redundancy that will be deployed to prevent unplanned outages. Be sure to include hardware, network and data redundancies.

Describe the hosting facility's disaster recovery plan. If different options or packages exist, please describe and price each.

Describe the physical security at the hosting facility.

Appendix H Table of Exceptions

Vendor must identify the page, section number, provision and the specific exception 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 I **Training Plan Form**

Vendors should use this table to illustrate proposed training activities in Section I (Project Management) of the technical proposal.

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.

Appendix J **Sample Agreement – Not for Execution**

MODEL CONTRACT – NOT FOR EXECUTION

**PROFESSIONAL SERVICES
CONTRACT DOCUMENT**

for the

*Hosting services, maintenance, and
enhancements to all of the Chicago
Transit Authority's customer websites for
a period of three years.*

Between

CHICAGO TRANSIT AUTHORITY

And

CTA 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 "Consultant"), 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, Illinois 60661-1498 (hereinafter referred to as the "Authority").

WHEREAS, the Authority requires certain professional services as hereinafter defined; and

WHEREAS, the Consultant represents and warrants that it is ready, willing, and able to perform such professional 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 Consultant to provide the Scope of Services described in PART C, Exhibit 1. The Consultant will perform all tasks, responsibilities and submittals identified in the Scope of Services in a satisfactory form and manner, as reasonably determined by the Project Manager.

When the Scope of Services of this Contract requires the Consultant to prepare Deliverables, the Consultant understands that such items must receive the Authority's review and approval prior to usage and payment thereof. 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 set forth

herein. The delivery of Partial or incomplete Deliverables to the Authority will in no way relieve the Consultant of its schedule or cost commitments hereunder.

Because the Scope of Services is not intended to cover every detail of the Services and Deliverables, the Consultant will furnish 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, whether or not these details are specified in this Contract, all at no additional cost to the Authority.

In the event the Consultant fails to comply with the standards specified in the Contract, the Consultant 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 Consultant 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 Consultant either under this Contract, in law, or in equity.

2.2 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 1.3 of this Contract, Project Schedule/Contract Time.

2.3 Site.

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

2.4 Meetings.

The Consultant 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.

The Consultant will further meet with representatives of the Authority and other interested parties as may be required in connection with the provision of the Scope of Services hereunder. The Consultant will be responsible for the preparation of minutes documenting the Consultant's understanding of all such meetings. Copies of such minutes will be distributed by the Consultant to interested parties in accordance with directions of the Project Manager.

2.5 Progress Reports. [DELETE IF NOT APPLICABLE]

The Consultant will prepare written progress reports on a _____ basis, or as otherwise required by the Project Manager, ("Reporting Period") throughout the term of the Contract. All reports will be submitted by the Consultant to the Authority within _____ 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.
4. Status of the budget indicating the amount invoiced to date, the amount remaining, and a discussion of problems anticipated completing the Scope of Services on budget.

2.6 Term.

The term of this Contract will commence as of date on which both parties have executed this Contract and continue for a period of three years (the "Term"). The Consultant 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 Consultant that it elects to issue a Notice-to-Proceed, in which case the Consultant will commence its performance on the date set forth in the Notice-to-Proceed and Consultant must complete its performance by the last day of the Term (the "Contract Time").

PART A, ARTICLE 3. FEES AND PAYMENT SCHEDULE

3.1 Consultant's Fee.

The Consultant will be entitled to receive for satisfactory performance of the Scope of Services the fee set forth below and as described in more detail in PART C, Exhibit 2:

Not-To-Exceed Amount

As compensation for Services to be performed and Deliverables to be provided by the Consultant during the Term, the Authority will pay the Consultant 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 Consultant in providing the full Scope of Services. 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.

In the event of a conflict between this provision and PART C, Exhibit 2, the terms of this PART A, Article 3 will take precedence over PART C, Exhibit 2.

a. Not-To-Exceed. The Authority is not obliged to reimburse the Consultant for any price, fee, costs or other amounts incurred or accrued during the Term hereof in aggregate, in excess of \$ for the performance of the Scope of Services.

3.2 Invoices.

Invoices from the Consultant 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
Chicago, Illinois 60661-1498
Attn: Project Manager

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

Upon the Authority's request, Consultant will meet with the Authority to discuss the format and/or content of invoices submitted under this Contract. Consultant will ensure that Consultant's invoices meet the Authority's requirements, which may be changed from time to time.

3.3 Most Favored Customer.

The Consultant will treat the Authority as the Consultant's most favored customer. The Consultant represents that the prices for the Scope of Services furnished to the Authority under this Contract and all of the terms of this Contract are not less favorable than the prices and terms offered to any of the Consultant's other customers under similar quantities, terms and conditions. If the Consultant offers to any customer lower prices or more favorable terms than are offered to the Authority under this Contract for similar Scope of Services, the Consultant agrees to notify the Authority in writing and concurrently extend such prices, and terms to the Authority, and this Contract, at the Authority's option, will be deemed amended to provide such more favorable prices and terms to the Authority. Any amounts charged to the Authority in excess of prices charged by the Consultant to any other customer for similar Scope of Services will promptly be refunded or credited to the Authority by the Consultant.

3.4 Option to Withhold Payment of Fees.

After payment of 85 percent of the Consultant's Fees, the Project Manager may withhold further payment in an amount that the Project Manager considers necessary to protect the Authority's interest. This reserve will not exceed 15 percent of the total Contract Price. The Project Manager will release all Consultant's Fees withheld under this Contract once the Authority has accepted all Scope of Services.

PART A, ARTICLE 4. CONSULTANT PERSONNEL

4.1 Key Personnel.

The Consultant 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. Consultant's Key Personnel under the Contract will be the persons and/or positions as set forth as such in PART C, Exhibit 3. The Consultant 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. Consultant 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 Consultant for any reason, in which case Consultant shall immediately remove such rejected personnel from performing under this Contract and assign appropriate replacement personnel as described above.

4.2 Consultant's Manager.

The Consultant 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 Consultant'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.

Consultant will comply with all requirements set forth in PART C, Exhibit 7, and the Disadvantaged Business Enterprise Commitment included in the Authority's Request for Proposals, in PART C, Exhibit 5.

5.2 Insurance.

The Consultant will take out 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 8. Consultant shall submit to the Authority proof of insurances meeting the standards set forth in PART C, Exhibit 8.

5.3 Other Special Conditions.

Consultant will comply with all other Special Conditions, if any, set forth in PART C, Exhibit 7.

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

6.1 Documents Incorporated by Reference.

The Consultant 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. Professional Services Contract, and any Special Conditions in PART A, Article 5 and PART C, including without limitation Contractor's DBE Proposal and Insurance Certificate.
3. PART C, Exhibits 1 (Scope of Services), 2 (Payment Schedule), and 3 (Consultant's Key Personnel and Authority Project Manager).
4. General Conditions in PART B.
5. Consultant's Best and Final Offer, attached as PART C, Exhibit 4.
6. The Authority's Request for Proposals and any addenda thereto, and the Authority's Insurance Requirements attached as PART C, Exhibit 5, and Exhibit 8, respectively.
7. Consultant's Technical and Price Proposals, attached as PART C, Exhibit 6.
8. Consultant's Completed Certifications, attached as PART C, Exhibit 6.
9. Supplemental Materials, if any, attached as PART C, Exhibit 9.

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 Consultant 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 Consultant is authorized and signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant 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 Consultant 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 Consultant prior to execution by the Authority.

If the Consultant 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 Consultant prior to execution by the Authority.

If the Consultant is a sole proprietor, the sole proprietor must sign all copies of the Contract. If other than a sole proprietorship, the Consultant 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 Consultant, 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 Consultant or any agent, partner, employee, or officer of the Consultant 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.

CONSULTANT

CHICAGO TRANSIT AUTHORITY

By: _____
(Signature)

By: _____
(Signature)

Name

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

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FOR PROFESSIONAL SERVICES CONTRACT
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CTA 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.

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

Change Order. A written order to the Consultant 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.

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

Consultant's Expenses. Those expenses incurred by the Consultant and its Subconsultants 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 Consultant's Expenses will be borne by the Consultant as part of the Contract Price.

Contract. The several writings that evidence the Contract, including the 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 Consultant 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.

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.

Deliverables. All submittals required to be delivered by the Consultant to the Authority in connection with the Scope of Services, including materials, 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.

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

Notice. A written communication between the Authority and the Consultant, 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 Consultant authorizing the Consultant 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.

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.

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

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

Services. The professional services to be provided under the Contract by the Consultant for which special qualification, training, licensing, or certification may be a prerequisite.

Scope of Services. Services and Deliverables required to be performed and provided by the Consultant and described in this Contract.

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

Subcontract. A contract between Consultant and a Subconsultant.

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 Consultant's performance in any respect, or waives a requirement or condition to either the Authority's or the Consultant'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 comprised 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, Articles 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 Consultant further agrees to implement such measures as may be necessary to ensure that its employees, agents and representatives and its Subconsultants 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 Subconsultants or other third parties.

2.8 Independent Consultant.

The Consultant will perform the Scope of Services under this Contract as an independent consultant, and nothing herein is intended or will be construed to create any partnership, agency, or joint venture relationship between the Authority and the Consultant or any Subconsultant. Neither the Consultant nor its Subconsultants, or the employees or agents of any of them, will be deemed for any purpose to be employees of the Authority. The Consultant 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 Consultant'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 Consultant, 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 Consultant 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 Scope of Services described herein. The Consultant 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 Consultant 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 Consultant 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 Errors and Omissions.

The Consultant will be responsible for the professional quality, technical accuracy, and coordination of all Scope of Services under this Contract. The Consultant 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 Consultant is reasonably liable for any error or deficiency, the General

Manager, Purchasing will notify the Consultant in writing of the liability. Within 30 days of said notification, the Consultant 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.

3.3 Correction of Services.

The Consultant 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 Consultant 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 Consultant 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 Consultant of responsibility for deficiencies in Scope of Services and, unless otherwise specified in the Contract, the Consultant 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.

PART B, ARTICLE 4. PAYMENTS

4.1 Payment.

The Consultant 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 Subconsultants' fees. Unless specified otherwise in PART C, Exhibit 2, Payment Schedule or PART C, Exhibit 7, Special Conditions, payment will be made net 30 days after approval of submitted invoice.

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 Consultant nor any Subconsultant will be entitled to reimbursement of costs or expenses.

At the time the Consultant reaches 80% of the value of the Contract Price, it will submit to the Project Manager along with the invoice a "detailed progress report" and a statement whether the Scope of Service will be completed for the full Contract Price.

4.2 Criteria for Payment.

1. Progress Payments. Upon receipt of an invoice from the Consultant, the Authority will pay the Consultant the applicable fee for the Scope of Services deemed satisfactorily performed. A progress payment, or partial or entire use of the Scope of Services by the Authority, will not constitute acceptance of the Scope of Services. Acceptance can only occur at Contract completion.
2. Final Payment. Final payment will be made by the Authority only after the Scope of Services has been accepted and the Consultant has furnished the Authority all warranties required under the Contract. The acceptance of final payment by the Consultant 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 Consultant and its Subconsultants from the requirements of this Contract.

4.3 Prompt Payment to Subconsultants.

1. The Consultant is required to pay all Subconsultants, for all work that the Subconsultant has satisfactorily completed, no later than 5 working days after the Consultant has received payment from the Authority.

2. In addition, all retainage amounts, if any, must be paid by the Consultant to the Subconsultant no later than 14 working days after the Subconsultant has satisfactorily completed its portion of the Scope of Services whether or not the Authority has paid the Consultant for that portion of the Scope of Services.
3. A delay in or postponement of payment to the Subconsultant by Consultant requires good cause and prior written approval of the General Manager, Purchasing.
4. The Consultant 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 Consultant for Services performed or Deliverables submitted unless and until the Consultant certifies that the Subconsultants 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 Consultant'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 Consultant debarment.

4.4 Overpayment.

If, at any point, the Authority determines that the Consultant has been overpaid, the General Manager, Purchasing will provide written notice to the Consultant of the overpayment. The Consultant 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 Consultant's Proposal. The Authority's Illinois Tax Exemption Identification number is E9978-2987-04.

4.6 Disputed Invoices or Charges.

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

The Consultant's proposal shall set forth any changes to the Contract Price or the Contract Time required, in the opinion of the Consultant, to perform the Changed Services. The Authority may or may not choose to authorize the Consultant 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 Consultant 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 Consultant to proceed with the Changed Services for which the Consultant and the General Manager, Purchasing propose in writing a price and time adjustment, if applicable. Proceed Orders will not entitle the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant shall perform the Changed Services as directed in the Directive Order. The Consultant's refusal or failure to proceed promptly with the Changed Services as directed shall constitute an event of default.

5.5 Claims by Consultant.

1. All claims made by Consultant under this Contract shall be made in accordance with the requirements stated below. The Consultant 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 Consultant 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 Consultant 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 Consultant's proposed cost for Changed Services. The Consultant'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 Consultant. The Consultant 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 Consultant's knowledge and belief, the amount requested reflects the Contract adjustment for which the Consultant 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 Consultant and must be signed by the Consultant's president, vice-president, or other officer who is authorized to bind the Consultant.
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 Consultant 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 Consultant 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 Consultant 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 Consultant accepts the Authority's determination of the Claim, then the Claim will be handled in accordance with PART B, Section 5.3. If the Consultant does not accept the decision with respect to the Claim, then the Consultant 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 Consultant waives the right to seek an adjustment to Contract Price or Contract Time. The Consultant's compliance with this process is a condition precedent to filing suit.
4. The Consultant 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 Consultant that the Authority or any person acting on behalf of the Authority, directed the Consultant to make changes in the Scope of Services or had

actual or constructive knowledge of any changes in the Scope of Services. The Consultant 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 Consultant 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 Consultant 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 Consultant will not interfere with the Authority's business operations.

6.2 Audit, Inspection, and Retention of Records.

The Consultant 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 Consultant relating to the Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Subconsultants of the Consultant.

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 Consultant will be decided by the General Manager, Purchasing. In addition, Consultant 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 Consultant. The decision of the General Manager, Purchasing will be final and binding on the Consultant unless, within 30 days after receipt of a copy of a decision, the Consultant 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 Consultant 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 Consultant unless the Consultant 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 Consultant does not commence such an action for judicial review within 60 days after the Consultant receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Consultant waives all right to seek judicial review. Nothing in this Section relieves the Consultant 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 Consultant 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 Consultant.
2. If the Consultant fails to perform any of its obligations under the Contract, the General Manager, Purchasing may also, at his or her sole discretion, notify the Consultant, in writing, that the Consultant is in default and provide the Consultant a cure period of up to 14 days. If the default cannot be cured within the cure period and the Consultant requests additional time to cure, the General Manager, Purchasing may extend the cure period in writing. If the Consultant 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 Consultant, 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 Consultant.
2. The right to terminate the Contract.
3. The right to collect monetary damages, including but not limited to, all expert witness or other consultant 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 Consultant 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 consultant to complete the Scope of Services and the Consultant 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 Consultant by the Authority as part of the Contract Price exceeds the Contract Price (the "Additional Costs"), the Consultant 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 Consultant.
2. The right to setoff against any payments due or to become due to the Consultant under any other contract that the Consultant may have with the Authority.

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 Consultant 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 Consultant 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 Consultant will cease to the extent specified in the notice of termination. In the event of termination in whole, the Consultant 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.

The Consultant 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 Consultant 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 Consultant. If the Consultant has any property in its possession belonging to the Authority, the Consultant 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 Consultant 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 Consultant must 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 Consultant or its employees Board members, officials or agents or any of its Subconsultants or any of their Board members, employees, officials, agents, or subconsultants (collectively the "Consultant 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. The Consultant 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 Consultant 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 Consultant will make full contribution to the Authority for its percentage share of any liability that is attributable to the Consultant Parties' acts or omissions. The Consultant 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 Consultant expressly understands and agrees that any bond or insurance protection required by this Contract or otherwise provided by the Consultant, must in no way limit the Consultant'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 Consultant, 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 Consultant 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 OF THIS CONTRACT**, and the Consultant 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 of Documents.

All documents and other media, 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 are agreed to be the sole property of the Authority. During the performance of the Scope of Services, the Consultant 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 Consultant. At any time, upon demand by the Authority, the Consultant must furnish to Authority, at the Authority's expense, a complete set of all such materials prepared by the Consultant and its Subconsultants as of the date of such demand. In the event of the Consultant'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.

The Consultant 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 11.1.

The Consultant, 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 Consultant will be permitted to retain a copy of such materials for the purpose of maintaining its records.

11.2 Confidential Information.

1. The Consultant, each Subconsultant, and its and their Board members, employees, officials, Subconsultants and agents ("Consultant 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 Consultant.
2. To the extent that the Authority specifically designates, orally or in writing, any information furnished by the Authority as confidential information ("Authority Confidential Information") such Authority Confidential Information and all information prepared by or on behalf of the Consultant based on Authority Confidential Information shall be subject to the provisions of this subparagraph 11.2.2. The Consultant 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 Consultant's own most confidential information. All Consultant 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 Consultant 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 Consultant 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.

PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT

12.1 No Assignment of Contract.

The Consultant 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 Consultant from its obligations or change the terms of the Contract.

12.2 No Assignment of Contract Funds.

The Consultant 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 Subconsultants.

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

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

The Consultant must incorporate the following provisions into each agreement with a Subconsultant and require the same to be incorporated into all agreements with lower-tier Subconsultants:

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 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 Consultant 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 Subconsultants.

This provision does not and will not operate to relieve the Consultant 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 Consultant 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, Consultant may identify the Authority as a customer or client in a general customer reference list.

PART B, ARTICLE 14. REPRESENTATIONS OF CONSULTANT

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

1. That it, each of its joint venture members if a joint venture, and its Subconsultants, 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 Consultant 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 Consultant to enter into this Contract or has been relied upon by the Consultant, 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.
4. That, Consultant acknowledges that the Authority, in its selection of the Consultant to perform the Scope of Services hereunder, materially relied upon the Consultant's response(s) to the Authority's solicitation which is attached hereto as part of PART C, Exhibit 6 to the Contract, and the Consultant's oral presentation(s), if any.

PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS

15.1 Consultant's Compliance with All Laws.

The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant 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 Consultant 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 Consultant agrees to comply with any implementing requirements FTA may issue.
3. During the performance of this Contract, the Consultant agrees as follows:
 - a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant 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 Consultant 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 Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant 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 Subconsultant or vendor. The Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the Federal Government contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4. The Consultant 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 Consultant 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) Consultant'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 Consultant 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 Subconsultant. In the same manner as with other provisions of this Contract, Consultant will be liable for such Subconsultant'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 Subconsultant fails or refuses to comply therewith. In addition, the Consultant must not utilize any Subconsultant 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 Consultant 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 Ethics Ordinance.

Consultant agrees to comply with the CTA Ethics Ordinance, CTA Ordinance No. 004-76, as amended from time to time, the provisions of which are hereby incorporated into this Contract. The Consultant agrees that, as provided by Section 5.3 of the CTA Ethics Ordinance, any contract negotiated, entered into, or performed in violation of any of the provisions 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 Consultant 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 Consultant 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 Consultant 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 Consultant to the extent the Federal Government deems appropriate.
2. The Consultant 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 Consultant to the extent the Federal Government deems appropriate.

3. The Consultant 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 Subconsultant that will be subject to the provisions.

15.9 Foreign Trade Restrictions.

The Consultant, and each Subconsultant 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 Subconsultant who is unable to certify to the above. If the Consultant 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, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. The Consultant may rely on the certification of a prospective Subconsultant unless the Consultant has knowledge that the certification is erroneous. The Consultant will provide immediate written notice to the Authority if it learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances.

Further, the Consultant must provide immediate written notice to the Authority if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances.

Each Subconsultant must agree to provide written notice to the Consultant 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 Consultant or any Subconsultant 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 Consultant 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 Consultant 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 Consultant covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and Subconsultants 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 Consultant further covenants that, in the performance of this Contract, no person having any such interest will be employed by the Consultant.
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 Consultant is prohibited from performing any work or services for the Authority that conflict with work or services that the Consultant performs under any other contract with the Authority. The restrictions in this paragraph are applicable to all Subconsultants. The Consultant 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 Consultant 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 Consultant or Others.

1. The Consultant 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 Consultant, 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 Consultant 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 Subconsultant who will be subject to its provisions.

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

The Consultant 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 Consultant'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 the most recent effective version of FTA Circular 4220.1, and as 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant hereby irrevocably submits, and will require and cause its Subconsultants 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 Consultant agrees that service of process on the Consultant 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 Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant

PART C: INDEX OF EXHIBITS

EXHIBIT 1. SCOPE OF SERVICES

- 1.1 Services
- 1.2 Deliverables
- 1.3 Project Schedule/Contract Time

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

EXHIBIT 4. CONSULTANT'S BEST AND FINAL OFFER

EXHIBIT 5. THE AUTHORITY'S RFP DOCUMENT

EXHIBIT 6. CONSULTANT'S TECHNICAL AND PRICE PROPOSALS (including completed certifications)

EXHIBIT 7. SPECIAL CONDITIONS

- **CONSULTANT'S COMPLETED DBE PROPOSAL (including DBE certification)**
- **[LIST ADDITIONAL SPECIAL CONDITIONS PREPARED BY AUTHORITY, IF ANY]**

EXHIBIT 8. INSURANCE REQUIREMENTS

[ATTACHED] OR [NONE REQUIRED]

EXHIBIT 9. SUPPLEMENTAL MATERIAL

[ATTACHED] OR [NONE REQUIRED]

Appendix K **Special Conditions – Disadvantaged Business Enterprise**

SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
REQUEST FOR PROPOSALS AND LETTERS OF
INTERESTS AND QUALIFICATIONS B11FT03418

I. POLICY AND TERMS

- A. It is the policy of the Chicago Transit Authority that Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of 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: 10%**
- C. **The submitted LIQ 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. **Evidence of good faith efforts must be submitted with the proposal.**
- E. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications and change orders. The bidder 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 the bidder'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. A bidder who fails to meet the DBE goal and fails to demonstrate sufficient and reasonable good faith efforts shall not be eligible to be awarded the contract. All documentation of good faith efforts by a bidder **must** be included in the envelope or package containing the bid.
- H. The Authority prohibits agreements between a bidder 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 General Manager, DBE Program, 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.

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 bidder to determine the capability and capacity of the DBE firms to satisfactorily perform the work proposed.

- B. **“Bidder”** includes proposers and contractors. The terms “Bidder,” “Contractor” and “Proposer” may be used interchangeably in these Special Conditions.
- C. **“Disadvantaged Business Enterprise” or “DBE”** means a small business certified by the Illinois Universal Certification Program (IL UCP) (and prior to implementation of the IL UCP, by the Authority) as a business owned and controlled by socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR, Part 26.
- D. **“Directory”** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the “IL UCP DBE Directory” (and by the Authority prior to implementation of the IL UCP and entitled the “Chicago Transit Authority DBE Directory”) The directory will be available on the Authority’s web site. Proposers are responsible for verifying the current certification status of all proposed DBE’s.
- E. **“Good Faith Efforts”** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- 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.

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 Qualification.
- H. **“Proposal”** includes the following Authority purchasing requests: Request for Proposal (RFP).
- I. **“Purchasing Agent”** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- J. **“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 \$16.6 million over the three (3) previous fiscal years.
- K. **“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.

M. “USDOT” or “DOT” refers to the U.S. Department of Transportation.

III. JOINT VENTURES

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 these 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 Authority contracts, if any.

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

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE by the bidder in its bid documents shall not conclusively establish the bidder’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 bidder may count toward its DBE goal only expenditures to firms which are currently certified by the IL UCP (or with the Authority prior to the implementation of 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 bidder 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 bidder 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 bidder 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 bidder 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 bidder 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 bidder 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 bidder 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 responsive, a bidder must make good faith efforts to meet the DBE participation goal set forth in the contract. The bidder must document the good faith efforts it made in that regard. Thus, the Bid submitted to the Authority must be accompanied by written documentation prepared by the bidder 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 bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder 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 bidder 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 bid and the type of contract involved.

- A. Attendance at a pre-bid 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 bidder contacted but rejected as unqualified, the reason for the bidder's conclusion.
- F. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder 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 bidder 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.

VI. GOOD FAITH EFFORTS RECONSIDERATION

If it is determined that the apparent successful low Proposers have failed to meet the requirements of the contract goal/good faith efforts, the Authority will provide them with **ONE** opportunity for administrative reconsideration, before the Authority awards the contract. This reconsideration will include the following:

- A. The bidder will be permitted to either provide written evidence or to present oral argument at a pre-scheduled time that the documentation it submitted with its bid met the DBE goal and/or showed good faith efforts to do so. **No new evidence of good faith efforts may be presented after the bid submission deadline.**
- B. The Authority's Reconsideration Officer will review the evidence presented by the bidder and issue a written determination that the bidder has: 1) met the DBE goal; 2) not met the DBE goal but has made adequate good faith efforts to do so; or 3) has not met the DBE goal and the good faith efforts made were not adequate.
- C. The decision of the Authority's Reconsideration Officer is final and may not be appealed to the Authority, its funding agencies or the USDOT.

- D. The Authority will not award a contract to any bidder who does not meet the contract DBE participation goal or show good faith efforts to meet that goal. Thus, it is essential that all Proposers submit ALL relevant documentation concerning the DBE goal and/or good faith efforts in the envelope or package containing their sealed bid.

VII. PROCEDURE TO DETERMINE BID COMPLIANCE

The bidder must complete and sign Schedules C and D to the Contract documents. Schedule C must also be signed by any DBE subcontractor. Both Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed bid. In addition, any documentation evidencing the bidder's good faith efforts to meet the contract DBE goal must be submitted with the bid. Any Proposals submitted without completed and executed Schedules C & D and/or evidence of good faith efforts, if applicable, will be deemed non-responsive and will be 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 (or from the Authority prior to the implementation of the IL UCP) must be submitted with the bid. **ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-CERTIFICATIONS as set forth in 49 CFR Part 26.55. 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 (or the Authority prior to implementation of the IL UCP) include a statement of the DBE firm's area of specialization and appropriate DBE goal credit (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 the Authority in writing plus any other documentation required by the Authority to process said request prior to the time set by the Authority for bid 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 **DUE DATE OF PROPOSALS**.

B. Joint Ventures

1. Where the bidder proposes to include in its bid a DBE, which is a joint venturer, the bidder must submit a fully executed copy of the joint venture agreement with its bid. 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.

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The bidder shall, within seven (7) calendar days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the bidder and its subcontractors must contain a prompt payment clause as set forth in Section IX herein.

- B. During the term of annual contracts, the bidder shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the Authority. The frequency with which these reports are to be submitted will be determined by the General Manager, DBE Program, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the General Manager, DBE Program, the bidder's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the Authority, indicating final DBE payments shall be submitted directly to the General Manager, DBE Program. The information must be submitted prior to or at the same time as the bidder's final invoice to the Authority user department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the Authority's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the General Manager, DBE Program.) **Failure to follow these directions may delay final payment.**
- D. The address for the General Manager, DBE Program, is: CTA General Manager, DBE/EEO Programs/Contract Compliance Department, Merchandise Mart Plaza, P.O. Box 3555, Chicago, IL 60654

IX. PROMPT PAYMENT TO SUBCONTRACTORS

- A. Prime Contractors are required to pay all subcontractors, both DBE and non-DBE, for all work, which the subcontractor has satisfactorily completed, no later than seven (7) calendar days after the prime contractor received payment from the Authority.
- B. Prime Contractors must submit a prompt payment affidavit, (form to be provided by the Authority) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the Authority, except for the first payment request, on every contract with the Authority.
- C. In addition, all retainage amounts must be returned by the prime Contractor to the subcontractor not later than fourteen (14) calendar days after the subcontractor has satisfactorily completed its portion of the contract work, including punch list items.
- D. A delay in or postponement of payment to the subcontractor requires good cause and prior written approval of the Purchasing Agent.
- E. All prime Contractors are required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- F. The Authority will not reimburse prime Contractors for work performed unless and until the prime Contractor ensures that the subcontractors are promptly paid for the work they have performed to date as evidenced by the filing with the Authority's of lien waivers and canceled checks.
- G. The Authority will consider failure to comply with these prompt payment requirements a contract violation, which may lead to any remedies permitted under law, including but not limited to, contract debarment.

X. DBE SUBSTITUTIONS

- A. Arbitrary changes by the bidder of the commitments previously indicated in **Schedule D** are prohibited. No changes may be made 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 bidder replace the non-responsible DBE subcontractor prior to contract award. In that event, bidder 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, 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.

- C. 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.

XI. NON-COMPLIANCE

- A. Failure to comply with the DBE requirements of the contract or failure to use DBEs as stated in the bid 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 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.
- C. If the Contractor does not pay any subcontractor listed on a pay request or return a subcontractor's retainage *within the time limits* required under the prompt payment provision set forth in Section VIII hereof, the Contractor must pay the subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the subcontractor. All agreements between the Contractor and its subcontractors must provide for interest as set forth herein.

XII. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs and shall retain Diversity & Small Business Compliance Programs/ RFP Federal (Revised 10/13/09)

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 bidder must also create a Proposers list, consisting of information about all subcontractors that submitted a bid or quote. The Proposers list will include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. Failure to submit this information will result in the firm being deemed non-responsible for the contract.

XIII. MINORITY FINANCIAL INSTITUTIONS

The bidder 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 bidder'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 www.transitchicago.com and a hard copy is available at the Authority's DBE Program Office, Merchandise Mart Plaza, Room 790, Chicago, IL 60654.

DBE Technical Assistance Agencies

The following agencies are available to the perspective proposers for assistance.

<p>Alliance of Business Leaders & Entrepreneurs (ABLE) 150 North Michigan Avenue, Suite 2800 Chicago, IL 60601 Contact: Donna Gaines, Executive Director Phone: (312) 624-7733 Fax: (312) 275-7841 Email: dgaines@ablechicago.com Website: www.ablechicago.com</p>	<p>Association of Asian Construction Enterprises (AACE) 5500 West Touhy Avenue, Unit K Skokie, IL 60077 Contact: Perry A. Nakachi, President Phone: (847) 673-7377 Fax: (847) 673-2358 Email: nakmancorp@aol.com Website: N/A</p>
<p>Black Contractor United (BCU) 400 West 76th Street, Suite 200 Chicago, IL 60620 Contact: Florence Cox, Executive Director Phone: (773) 483-4000 Fax: (773) 483-4150 Email: bcunewera@ameritech.net Website: www.blackcontractorsunited.com</p>	<p>Chatham Business Association (CBA) 8441 South Cottage Grove Avenue Chicago, IL 60619 Contact: Melinda Kelly, Executive Director Phone: (773) 994-5006 Fax: (773) 994-9871 Email: melkelcba@sbcglobal.net Website: www.cbaworks.org</p>
<p>Chicago Area Gay & Lesbian Chamber of Commerce (GLCC) 3656 North Halsted Chicago, IL 60613 Contact: Christina Pinson, Executive Director Phone: (773) 303-0167 Fax: (773) 303-0168 Email: cpinson@glchamber.org Website: www.glchamber.org</p>	<p>Chicago Minority Business Development Council, Inc. (CMBDC) 1 East Wacker Drive, Suite 1200 Chicago, IL 60601 Contact: Shelia Hill, President Contact: Phillip Barreda, VP Phone: (312) 755-8880 Fax: (312) 755-8890 Email: shill@cmbdc.org Email: pbarreda@cmbdc.org Website: www.cmbdc.org</p>
<p>Chicago Urban League (CUL) 4510 South Michigan Avenue Chicago, IL 60653 Contact: Herman Brewer Phone: (773) 285-5800 Fax: (773) 285-7772 Email: hbrewer@thechicagourbanleague.org Website: www.thechicagourbanleague.org</p>	<p>Chicagoland Chamber of Commerce (CCC) Aon Center, 200 East Randolph Street, Suite 2200 Chicago, IL 60601 Contact: Gerald "Jerry" Roper, President & CEO Contact: Michael "Mike" Mini Phone: (312) 494-6710 / (312) 494-6787 Fax: (312) 861-0660 Email: jroper@chicagolandchamber.org Email: mmini@chicagolandchamber.org Website: www.chicagolandchamber.org</p>

DBE Technical Assistance Agencies (Continued)

<p>Cosmopolitan Chamber of Commerce (COSMO) 203 North Wabash Street, Suite 518 Chicago, IL 60661 Contact: Carnice Carey, Executive Director Contact: Miriam Cleary, Program Assistant Phone: (312) 499-0611 Fax: (312) 701-0095 Email: ccarey@cosmococ.org Email: mcleary@cosmococ.org Website: www.cosmococ.org</p>	<p>Federation of Women Contractors (FWC) 5650 South Archer Avenue Chicago, IL 60638 Contact: Beth Doria, Executive Director Phone: (312) 360-1122 Fax: (312) 360-0239 Email: www.fwcchicago@aol.com Website: www.fwcchicago.com</p>
<p>Hispanic-American Construction Industry Association (HACIA) 901 West Jackson Blvd., Suite 205 Chicago, IL 60607 Contact: Paul Cerpa, Executive Director Contact: Jackie Gomez, Program Director Phone: (312) 666-5910 / ext. 22 Fax: (312) 666-5692 Email: pcerpa@haciaworks.org Email: jgomez@haciaworks.org Website: www.haciaworks.org</p>	<p>Illinois Hispanic Chamber of Commerce (IHCC) 111 West Washington Blvd., Suite 1600 Chicago, IL 60602 Contact: Omar Duque, President & CEO Contact: Silvia Bonilla, Director Phone: (312) 425-9500 / (312) 492-9960 Fax: (312) 425-9510 Email: oduque@ihccbbusiness.net Email: sbonilla@ihccbbusiness.net Website: www.ihccbbusiness.net</p>
<p>Illinois SBDC at Chicago Community Ventures (CCV) 105 West Adams, Suite 2300 (Entrance on Clark St.) Chicago, IL 60603 Contact: Anita Collins, Co-President Contact: Tom Cassell, Director Phone: (312) 960-0322 Fax: (312) 960-0310 Email: ahollins@chiventures.org Email: tcassell@chiventures.org / sbdc@chiventures.org Website: www.chiventures.org</p>	<p>Illinois SBDC at Greater Northwest Chicago Development Corp. (GNCDC) 6600 West Armitage Avenue – 2nd Floor Chicago, IL 60707-3908 Contact: Reid Mackin, Director Phone: (773) 637-2416 ext. 230 / (773) 637-2768 Fax: (773) 637-2698 Email: sbdc@gncdc.org Website: www.gncdc.org</p>
<p>Illinois SBDC at Industrial Council of Near west Chicago (ICNC) 2010 West Fulton Street, Suite 280 Chicago, IL 60612 Contact: Andrew Fogaty, Director Contact: Denise Ching, Manager Phone: (312) 433-2373 / (312) 421-3941 Fax: (312) 421-1871 Email: sbdc@industrialcouncil.com Website: www.industrialcouncil.com</p>	<p>Illinois SBDC, PTAC, ITC and NOC at North Business & Industrial Council (NORBIC) 5353 West Armstrong Avenue – 2nd Floor Chicago, IL 60646-6509 Contact: Pam McDonough, CEO & President Contact: Jack McInerney, Director Phone: (773) 594-9292 Fax: (773) 594-9416 Email: jmcinerney@norbic.org Website: www.norbic.org</p>

DBE Technical Assistance Agencies (Continued)

<p>Illinois SBDC at University of Illinois at Chicago (UIC) College of Business Administration (MC 090) 815 West Van Buren, Suite 320 Chicago, IL 60607 Contact: Joseph A. DeLaGarza, Director Contact: Victoria Gheorghe, Assistant Director Phone: (312) 413-8139 / (312) 413-8130 Fax: (312) 355-3604 Email: delagarza@uic.edu / sbdc@uic.edu Email: gheorghe@uic.edu Website: www.cub.cba.uic.edu</p>	<p>Philippine American Chamber of Commerce of Greater Chicago (PACCGC) 3413 North Milwaukee Avenue Chicago, IL 60641 Contact: James V. Villar Phone: (773) 545-4330 Fax: (773) 545-4373 Email: james@paccgc.org Website: www.paccgc.org</p>
<p>The Illinois Black Chamber of Commerce (BCC) 331 Fulton Street, Suite 530 Peoria, IL 61602 Contact: Larry D. Ivory, President Phone: (309) 740-4430 Contact: Michael "Mike" George, VP Phone: (309) 672-1365 / (309) 363-1020 - cell Fax: (309) 672-1379 Email: larryivory@illinoisblackchamber.org Email: ilbcc2@gmail.com Website: www.ilbcc.org</p>	<p>The Resurrection Project 1818 South Paulina Avenue Chicago, IL 60608 Contact: Raul Raymundo, CEO Contact: Patricia DeAnda, Program Manager Phone: (312) 666-1323 ext. 207 / ext. 212 Fax: (312) 942-1123 Email: rarmundo@resurrectionproject.org Email: pdeanda@resurrectionproject.org Website: www.resurrectionproject.org</p>
<p>Uptown Center Hull House Jane Addams Hull House Association 4520 North Beacon Street Chicago, IL 60640 Contact: Curt Roeschely, Director of SBD Phone: (773) 561-3500 ext. 215 Fax: (773) 561-3507 Email: croeschley@hullhouse.org Website: www.hullhouse.org</p>	<p>Women Construction Owner & Executive (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Contact: Mary Kay Minaghan Phone: (708) 366-1250 Fax: (708) 366-5418 Email: mkm@mkmservices.com Website: www.wcoeusa.org</p>
<p>Women's Business Development Center (WBDC) 8 South Michigan Avenue, 4th Floor Chicago, IL 60603 Contact: Hedy M. Ratner, Executive Director Contact: Deon Crayton, Program Director Phone: (312) 853-3477 Fax: (312) 853-0145 Email: hratner@wbdc.org Email: dcrayton@wbdc.org Website: www.wbdc.org</p>	

DBE Technical Assistance Agencies (Continued)

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

Chicago Transit Authority Project Information c/o Marina Popovic Purchasing Department 567 W. Lake Street P.O. Box 7560 Chicago, IL 60680-7560 Phone: (312) 681-2400 Fax: (312) 681-2405 E-mail: mpopovic@transitchicago.com	Chicago Transit Authority DBE Directory c/o Enrique Orozco, Jr. Diversity & Small Business Compliance Programs Dept. 567 W. Lake Street P.O. Box 7562 Chicago, IL 60680-7562 Phone: (312) 681-2600 Fax: (312) 681-2605 E-mail: eorozco@transitchicago.com
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NAME OF PRIME BIDDER

PROPOSERS 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

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 (or the CTA Letter of Certification prior to the full implementation of the IL UCP) for each DBE must be submitted.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED. 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.

Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VI. Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer. (Prior to implementation of the IL UCP, attach the Letter of Certification from the Authority 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): _____

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 joint venturers concerning this project.**

Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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:

- 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: _____

Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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?

X. State the approximate number of personnel 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.

Trade (List by trade)	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)
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Professional	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)
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Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

Administrative/Clerical	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)

Unskilled Labor	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)

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. Attach an additional sheet if more space is needed.

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 joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the Authority 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 to each joint venturer relevant to the joint venture or any other information requested by authorized representatives of the Authority, its Inspector General, or any of its funding agencies.

Any material misrepresentation will 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 Chicago Transit Authority directly in writing, or through the prime contractor in writing if the joint venture is a subcontractor.*

Name of Joint Venturer #1

Signature of Affiant

Name and Title of Affiant (Type or Print)

Date

On this _____ day of _____, 20____, the above-signed
Officer of _____
(Name of Affiant)

personally and, known to me as the person described in the foregoing Affidavit, acknowledged that he or 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 B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

Name of Joint Venturer #2

Signature of Affiant

Name and Title of Affiant (Type or Print)

Date

On this _____ day of _____, 20____, the above-
signed Officer of _____
(Name of Affiant)

personally and, known to me as the person described in the foregoing Affidavit, acknowledged
that he or 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 C:

LETTER OF INTENT FROM DBE

TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

SCHEDULE C MUST BE COMPLETED AND SIGNED BY THE DBE

*Bidder's failure to submit all four (4) 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 (or from the Authority prior to the full implementation of the IL UCP) dated _____. (If proposing to perform as a DBE/non-DBE Joint Venture, the Letter of Certification from the DBE joint 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:

Description/Type of Work (In Detail):

Schedule C:
LETTER OF INTENT FROM DBE

Quantity/Unit Price:

Actual DBE Contract Value:

Sub (or Grand) Total: \$

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

Schedule C:
LETTER OF INTENT FROM DBE
Sub-Contracting Levels

% _____ of the DBE's subcontract will be further subcontracted to non-DBE contractors.

% _____ of the DBE's subcontract will be further subcontracted 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 MORE THAN THIRTY PERCENT (30%) OF THE VALUE OF THE DBE's SCOPE OF WORK WILL BE FURTHER SUBCONTRACTED, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBCONTRACTED MUST BE ATTACHED TO THIS SCHEDULE.

The undersigned DBE will enter into a formal written agreement for the previously identified 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 working days of your receipt of a signed contract from the Chicago Transit Authority.

NOTICE: THIS SCHEDULE (AND ACCOMPANYING ATTACHMENTS) MUST BE SUBMITTED IN TRIPLICATE. ORIGINAL SIGNATURES REQUIRED ON ALL THREE (3) COPIES. **This form must be signed by the DBE company, whether acting as subcontractor or as a joint venturer.**

(Signature of Owner, President or Vice President of DBE)

Name/Title (Print)

Date: _____

Telephone No.: _____

On this _____ day of _____, 20____, the above-signed Officer _____ (Name of Affiant) personally and, known to me as the person described in the foregoing Affidavit, acknowledged that he or 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**

DBE Firm: _____

Description/Type of Work (In Detail): _____

Actual DBE Contract Value: \$ _____

**ATTACH ADDITIONAL SHEETS IF THERE ARE MORE THAN TWO (2) DBE'S
PARTICIPATING ON THIS CONTRACT.**

Total Actual Contract Value for All DBEs Listed Above: \$ _____

**Schedule D:
DBE UTILIZATION PLAN**

AFFIDAVIT OF PRIME CONTRACTOR

To the best of my knowledge, information and belief, the facts and representations contained in the aforementioned attached Schedules B, C and D are true and correct 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 the accompanying Schedules B and/or C, and will enter into such agreements within five (5) business days after receipt of the contract executed by the Chicago Transit Authority.

The Prime Contractor has designated the following person as its 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 above-signed Officer _____ (Name of Affiant) personally and, known to me as the person described in the foregoing Affidavit, acknowledged that he or 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

Appendix L **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
P.O. Box 7560
Chicago, IL 60680-7560**

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 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 M **Certification – Debarment – Primary Participant**

**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 N **Certification – Debarment - Lower Tier Participant**

**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 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 O **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 P **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 Q **Disclosure of Ownership**

DISCLOSURE OF OWNERSHIP

All businesses submitting proposals are required to complete the appropriate portion of this form. If more space is needed attach additional pages. In signing and submitting its proposals, of which this Disclosure of Ownership form is a part, the business certifies that the information submitted on this Disclosure of Ownership form is correct as of the date of the submittal of the proposal.

1. IF THE BUSINESS IS A CORPORATION, check this box ☐ and complete:

If the shares of the Corporation are not listed on the New York Stock Exchange or any regional exchange, list then name of each person who possesses either nominal or beneficial ownership or 5% or more of the Corporation's stock (list below). If none, type or print "NONE" in space below.

FEIN #:

Corporate Headquarters Address:

City, State, Zip:

State of Incorporation:

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 _____

TYPED OR PRINTED NAME

%INTEREST

2. IF THE BUSINESS IS A PARTNERSHIP, check this box ☐ and complete:

The name of each general, limited or individual partner entitled to receive 5% or more of the profit derived from partnership activities (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME

%INTEREST

3. IF THE BUSINESS IS A SOLE PROPRIETORSHIP, check this box ☐ and complete:

The name of each person other than the owner entitled to receive 5% or more of the profits derived from the activities of the business (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME

%INTEREST

IF BIDDER IS A SOLE PROPRIETOR - THIS PAGE MUST BE EXECUTED

Appendix R **Non-Disclosure Statement**

RFP NON-DISCLOSURE STATEMENT CONSULTANT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP"), **Requisition No. B11FT03418 Request for Proposals For Hosting, Maintenance, and Enhancements to the Chicago Transit Authority's Customer Websites for a Period of Three (3) Years:**

_____, ("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. B11FT03418 Request for Proposals For Hosting, Maintenance, and Enhancements to the Chicago Transit Authority's Customer Websites for a Period of Three (3) Years:**_____ ("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 S **Insurance Requirements**

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Long Form rev. 11/13/09]

REQUISITION NUMBER: **B11FT03418**
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. forfeiture of bid bond or bid deposit and award of Contract to the next lowest responsible/responsive bidder,
2. debarment or suspension, and
- 3.. 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
P.O. Box 7567
Chicago, IL 60680-7567

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 location, per project basis by endorsement to the policy.
- D. All policies must provide that the insurer shall not cancel, terminate, reduce or materially change the insurance afforded by the policy unless 30 days written notice of such cancellation, termination, reduction or changes has been mailed to the CTA by certified mail. This language must be endorsed to all policies required by these Insurance Requirements.
- E. 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.
- F. 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.
- G. When any required insurance expires, due to the attainment of a normal expiration date or renewal date, the Contractor shall supply the CTA with a Certificate of Insurance and an Insurance Policy which shall clearly evidence the continuation of coverage in the same manner, with the same limits of protection and scope of coverage as was provided by the previous policy. All renewal, replacement policies, binders, and certificates shall: (i) be in form and substance

satisfactory to the CTA, (ii) be written by carriers acceptable to the CTA, and (iii) satisfy all these Insurance Requirements.

- H. These Insurance Requirements set forth the CTA's minimum acceptable insurance requirements for this contract. If the Contractor desires additional coverages, or higher limits of liability than those set forth in these Insurance Requirements, the Contractor shall be responsible for the acquisition and cost of such additional protection. Such additional insurance coverages and/or higher limits shall also inure to the benefit of the CTA.
- I. If the Contractor cannot have the CTA added as an additional insured with primary coverage to the Contractor's Commercial General Liability, Automobile and Umbrella policy, then Contractor shall purchase the required coverage for the CTA under a separate policy, which must be primary/non-contributory.
- J. 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: Statutory: 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, Each Employee
\$1,000,000	Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000	General Aggregate (Per Location)
\$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. BUILDERS RISK INSURANCE

N/A	Limits of Liability
N/A	Maximum Permissible Deductible

The "Completed Value Form" is required on 100% of contract value.

H. PROFESSIONAL LIABILITY

\$2,000,000	Per Claim
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I. POLLUTION/ENVIRONMENTAL LIABILITY

N/A	Occurrence
------------	------------

J. OTHER INSURANCE:

CTA requires a complete General Liability policy and must be named additional insured.

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 AVII 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 (Employee Dishonesty/Wire Transfer): \$5,000,000



INSURANCE CERTIFICATE OF COVERAGE

Issue Date: _____

Named Insured: _____ RFP#: _____

Specification #: _____

Address: _____
(NUMBER & STREET)

(CITY) (STATE) (ZIP)

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 Compliance P.O. Box 7567 Chicago, IL 60680	Agent/Company Address _____ Telephone _____

Appendix T **Brief History of your Company**

BRIEF HISTORY OF YOUR COMPANY

Tell us about your company:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Local Contact Person: _____

Title: _____

Phone Number: () - **Fax Number:** () -

E-Mail:

How many years has your company been in business? _____

How many employees? _____ **Annual Sales?** _____

Is your business a (an): (check one)

Manufacturer	Supplier	Distributor	Other (explain)

Have you provided goods or services to city government, state, county, Board of Education, municipality, etc.?

Please provide a list of references including the three (3) largest companies your firm has done business with in the past two (2) years, and a person and a telephone at that firm which CTA may contact.

Firm Name

Contact Person

Telephone[illegible]