



Chicago Metropolitan Agency for Planning

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December 27, 2007

REQUEST FOR PROPOSAL (RFP) NO. 006 FOR FINANCIAL SOFTWARE SYSTEM

Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from interested and qualified firms to provide a Financial Software System as described in the enclosed Request for Proposals (RFP).

If your firm is qualified and experienced in providing the described services, CMAP would appreciate receiving your proposal as indicated in the RFP. The deadline for receipt of submissions in response to the RFP is 3:00 p.m., January 18, 2008.

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

Sincerely,

Margaret McGrath
Grant/Contract Officer

Enclosure

FINANCIAL SOFTWARE SYSTEM

Chicago Metropolitan Agency for Planning (CMAP) is requesting proposals from organizations to provide a Financial Software System as described in the following Request for Proposal (RFP). Please read each section for information regarding the proposal and submittal instructions.

SECTION 1: Background and General Information

About CMAP

CMAP was created through legislation that unanimously passed both houses of the Illinois General Assembly and was signed into law by Governor Rod Blagojevich on August 8, 2005. The agency is a consolidation of the Chicago Area Transportation Study (CATS) and the Northeastern Illinois Planning Commission (NIPC). CMAP has combined the previously separate transportation and land-use planning agencies for northeastern Illinois into a single entity designed to protect natural resources and minimize traffic congestion as the seven-county region plans for the 21st Century and beyond. The CMAP board reflects the regional consensus that led to creation of CMAP, featuring representation from across the counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will.

General Information

This Request for Proposals (RFP) seeks to solicit proposals from vendors that can provide a software solution that satisfies requirements for an integrated suite of financial, human resource and other applications. As CMAP is seeking an integrated solution, preference will be given to vendors that propose a total solution (i.e. software packages encompassing all functional areas listed in the requirements section). The system proposed must be an integrated system and support real time processing of all transactions for CMAP financial and management affairs including, but not limited to:

- General Accounting (General Ledger)
- Budget Preparation
- Human Resources
- Accounts Payable
- Accounts Receivable
- Purchasing
- Revenue Management
- Fixed Asset
- Time and Labor Reporting
- Training

Background

CMAP is a regional land use and transportation planning agency consisting of seven counties. CMAP is governed by a Board of Directors comprised of fifteen members who represent the various governmental jurisdictions. CMAP has a staff that currently totals 95 Full-Time Equivalent (FTE) positions. The organization's annual budget totals \$15+ million. Currently, the budget has 75 projects from 30 funding sources.

Current Project Management and Financial System

CMAP operates independent information systems for financial management, budget development, human resources and inventory.

The current system is Microsoft Dynamics SL, Version 6.5 (formerly Microsoft Business Solutions – Solomon) and was installed in 2001 and resides on a dedicated server running Windows Server 2003 and SQL 2000. It supports CMAP's General Ledger, Purchasing, Payables, Receivables, Payroll and Time and Labor.

CMAP management decided to re-evaluate the effectiveness of CMAP's financial systems. Areas identified as needing attention included the need for user-friendly access and flexible financial reporting. The system should provide central reporting capabilities, single-point of entry for data and real-time access to data. This RFP is meant to evaluate the availability of such a solution to meet CMAP's business needs.

As a result of responses to this RFP, CMAP plans to review submissions and conduct interviews with selected submitters it determines can best meet the requirements outlined below. As applicable, negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided. Subject to "Reservation of Rights" below, it is anticipated the term of the contract will be signed in February 2008.

SECTION 2: Scope of Project and Procurement Details

General Requirements

The following outlines, by major business process, the specific requirements for the system. A description of major processes is provided below:

- General Accounting (General Ledger) – The process of providing basic budgetary controls by recording transactions, tracking accounts, and maintaining journals. Also includes the development and allocation of indirect costs.
- Budget Preparation – The process of preparing the operating budget by analyzing historical budget data, developing "what if" scenarios, developing "relative budget" (i.e. increase in salaries have Y impact on benefits) and developing forecasts.
- Human Resources – the process of managing personnel activity from application to retirement. This includes maintaining basic demographic and address, data, budget and departmental assignment data, salary and benefit data, position management and position control, and performance evaluation notification.
- Accounts Payable – The process of recording liabilities and payments including aging status. It is desirable to have the ability for on-line bill payments.
- Accounts Receivable – The process of preparing bills, generating invoices, recording receivables and payments received including aging status.
- Procurement – the process of requisition creation and submission, contract maintenance, purchase order requisition creation and dispatch, and budgetary encumbrance (commitments) enforcement.
- Revenue Management – The process of recording and tracking multiple funding sources that have different matching specifications and reporting requirements.
- Fixed Asset – The process of managing physical assets by recording and tracking asset acquisition, disposition and depreciation, including allowing operations staff to track physical location and end-users.
- Time and Labor Reporting – the process of recording employee time to reimburse employee expenditures.
- Training – The system must have user-friendly manuals with well documented functional and technical information provided in both hard copy as well as electronic format. The application will need to provide certification capabilities, training module levels and continuing education tracking.
- Contract Management – The process of recording and monitoring individual contracts by contract number and/or work element, customer name, contract title, contract type, period of performance, dollar value, dollars funded and general status (comments). Also the system must be capable of providing status of documents that are within the approval cycle (both in-house and external).

Functional Requirements

The following describes the relationship between the different fiscal and human resource modules and their integration in the overall Project Accounting and Management process. The purpose is to maintain one common database for both financial and non-financial applications that is accessible on real-time

basis. This functional integration of information allows for the same data to be shared and populated to other modules without duplicate data entry.

- Budget Development – the budget development module will be able to maintain budgets by project, extracting potential budget figures from CMAP’s budget and fund allocations. All expenditures and revenues will be assigned to projects and will reconcile with the budget interface. Budgets will need to be maintained (or rolled up) by fund, fund source, and cost center. Prior to budget approval, the system should allow data to be used as a planning tool.
- Fund Accounting – CMAP must have the ability to manage, process, and account for budgets, costs, etc. by fund.
- Time and Attendance – When employees working on project tasks complete their timesheets, they will account for their project time by hours. This information will be accepted by the Payroll system and salary and employee benefit expenditures will be posted to Project Accounting as they are posted to the General Ledger.
- Payroll – The payroll system must track employee information including salary rates and totals, bonuses, multiple start/termination dates, available and used vacation, sick and personal leave time and personal information such as name, address, phone, SSN, birth date, etc. The system must provide protection/security of sensitive information (salaries & SSNs). The payroll system must provide the ability to calculate and produce paychecks and direct deposit vouchers from timesheet information. The system must also produce employee tax reports for all required IRS reporting. The system must specifically provide for multiple deductions each of which can be either pre- or post-tax and each of which can include or exclude FICA. It must accommodate retirement and cafeteria-plan type deductions including proper treatment of the employee’s W2. Must generate W2’s on the required IRS pre-printed forms and be able to generate via electronic media the required year end reports. Must have the ability to edit appropriate W2 boxes to include or exclude deductions. Ability to generate special reports for monthly submissions of retirement plan and flexible spending accounts.
- Purchasing/Accounts Payable – When purchases are coded with project numbers, the purchase will be processed against the project account. Requisitions will be checked against the Project budget and pre-encumbered, Orders will create an encumbrance (releasing the pre-encumbrance and Invoices will release the encumbrance and debit the project account. The systems (Project Accounting and General Ledger) must operate in coordination, posting the same amounts at the same time. Claims and Contract Expenses entered into the Accounts Payable system will be processed against the Project when Projects are coded into the transaction. The expenses will be encumbered upon authorization and expensed when the invoice is posted.
- Journal Entry – Journal entries supporting claims, contracts, capitalization, depreciation, etc. entered through the Accounting or Accounts Payables system will be “projectable” and any projected entries will be simultaneously posted to the appropriate Project accounts.
- Accounts Receivables/Billing – Billing entries are posted at the same time to both the Accounts Receivable and General Ledger as well as to the Project Accounting Modules. Revenue received is posted to the Accounts Receivable module and at the same time entered into the General Ledger and Project Accounting modules.
- Revenue Management – Revenue earmarked for a specific project will be made available to the Project Accounting system. Revenue assigned to projects will integrate information with the Accounts Receivable and Project Accounting modules.

Detailed Business Requirements

The following are the detailed business requirements for a new CMAP financial management information system. These requirements will facilitate CMAP management and individual project manager’s ability to track projects by time and final product, and monitor and track costs and revenue against budget for complex projects, grants and programs. The project and accounting requirements are broken up into nine categories and are defined below:

- Project Definition – A project can be anything that CMAP wants to track within the system. Most projects are related to a funding source because the funding source requires periodic reports on expenditures. Other projects may not relate to specific funding sources but center on special activities or programs. CMAP must be able to define and create a new project. Projects will be

defined by project number, type of project, task description, person responsible for completing the task, planned versus actual beginning and ending dates and a total project collar. Level of security and access controls and audit trail and accounting controls will be required. Each new project must be linked to existing Accounting System Chart of Accounts with a budgeted dollar figure linked to each account. Projects may be linked to each other, either for summarization or for a view of project changes over time.

- Project Hierarchy – Once the project has been defined and the accounts identified, the system will create a detailed hierarchical chart of project accounts. The project chart of accounts may include sub-projects and cost centers. This hierarchy will form the basis for gathering all activity data from the various resources (payroll, purchasing, vouchers, etc.). It will also define any links to other projects and be used for both summarization and “drill down.” The hierarchy must allow the projects to be balanced back to the General Ledger accounts.
- Project Estimation and Budgeting – The system will provide the option of entering and tracking budgets at any project detail level. Budget information must be balanced against the approved and adjusted budget. A project’s budget may include portions of budgets from multiple General Ledger accounts or money not applicable only to the current budget year. The operating department’s finance or project managers will have the ability to define the rules governing the use of the budget information. If no budget amounts are included, there will be no controls or tracking in the Project Accounting system. None of the Project Accounting parameters will affect the controls implemented for the General Ledger.
- Project Accounting – Project Accounting will receive information regarding hours worked, salary paid, requisitions, purchase orders and invoices, deposits, and any other journal entries or claims that are identified with the project at time of entry into their primary systems. CMAP also need project accounting for indirect overhead costs. This information will be posted to the project, impacting its budget, revenue and expenditures. It will alert the project manager of any activities that may adversely affect the project.
- Project Tracking and Management – The system will enable the agency management, and project managers to monitor and track costs and revenue against budget for complex projects, grants and programs and to track projects by time and final product. The system will coordinate information gathered by Project Accounting with the Project Budget. Project Tracking will notify project managers of potential problems
- Charge Back Analysis – Project managers will be able to identify actual project expenses that should be charged back to another project or General Ledger account. The system would accumulate those expenses on the defined schedule and submit transactions for approval and/or correction. Those transactions would then be formatted and sent to the General Ledger system as Journal entries.
- Project and Cross Project Analysis – In order to provide agency management and individual Project Managers with comprehensive, multi-dimensional views of their projects, the system will allow users to define projects as part of larger projects and to combine projects not previously defined as related. It will handle comparisons of projects by phases and percentages and track a project’s progress as compared to another “benchmark” project.

Implementation Schedule

CMAP seeks all interested vendors in implementing a project and financial management system. Implementation design and testing of the system is targeted to begin in February 2008 and would be expected to begin implementation by July 1, 2008. CMAP is open to considering “rapid” implementation scenarios and/or revisiting the stated implementation schedule upon further discussion with the proposers; however, proposers should view the stated schedule as a “going in” position of CMAP. CMAP would like proposer to outline an implementation schedule that is optimal for project success.

Required System Capabilities

Proposers should submit minimum hardware requirements, desktop requirements, network requirements and other sizing information when submitting responses to this RFP. Proposals should assume a minimum of 25 concurrent users, 50 occasional users and up to 150 users keying in system time and attendance. However, CMAP will show preference to software vendors, which provided an unlimited user site license so that maximum advantage of the system can be taken. Proposers should address the following:

- An Internet Explorer environment
- All proposed modules must be fully integrated. The level of such integration must be described.
- All proposals must identify a primary vendor to provide software and system support and maintenance.
- Any hardware necessary to support the proposed system that CMAP currently does not have must be included in the cost proposal, including cost estimates for installation. CMAP may choose to purchase these items from the proposer or on its own. These costs are important in judging the thoroughness of the proposal.
- Third-party software licenses and support must be priced. CMAP may choose to purchase these licenses from the proposer or on its own. The extent to which separate agreements are needed must be delineated. CMAP will favor those proposals that minimize the need to negotiate additional third-party licenses beyond the principal software vendor.
- Software must have a Graphical User Interface (GUI), security capabilities and flexible account structure.
- Software must have flexible reporting capabilities. The reporting software should not require any complicated programming language and should have the flexibility of a relational database that allows for export to other reporting agents such as Crystal Reports, Microsoft Access or Microsoft Excel.

Quality of Responses

CMAP expects the Proposers to submit a clear coherent proposal that responds to each of the areas listed in this RFP. Please follow all instructions carefully. Proposal contents should be submitted according to the outline specified. A proposal that fails to follow these instructions may be considered non-responsive to the RFP requirements and eliminated from further consideration.

Evaluation Criteria

CMAP will evaluate submittals based on the following criteria and weights

Factors	Weight (in Points)
Cost	20
Ease of use for Project Managers	15
Training Program	5
Training program for administrative staff	
Training program for Project managers	
Training materials available for all users	
Experience on similar projects with the Public Sector with fund accounting	5
Comprehensiveness of software	25
Does it contain all relevant modules?	
Infrastructure requirements	15
What size capital expenditure is required for hardware?	
How many dedicated staff required to implement system?	
How many dedicated staff required to maintain system?	
How much is annual maintenance expense?	
Does the annual maintenance expenses include unlimited support?	
Reasonableness of implementation schedule	10
What is time requirement from bid award to "Go live"?	
Disadvantaged business enterprise	5
Total Points	100

All timely responses received to this RFP will be reviewed and interviews may be conducted with selected submitters CMAP determines can best meet the above requirements. Proposal cost will be evaluated against the other factors based upon the professional judgment of those involved in the evaluation process. An in-house CMAP committee will make the selection decision. Bidders who are deemed most responsive may be asked to answer questions from the committee.

As applicable, hourly rates for personnel the submitter proposes to use will be requested and negotiations will be held as necessary to select the firm that CMAP believes can best satisfy its requirements at rates it perceives are reasonable for the services provided.

Key Dates

Issue request for proposals:	December 27, 2007
Deadline for submission of proposals:	January 18, 2008
Selection of consultant:	February 13, 2008

SECTION 3: Submittal Requirements

Applications must be received at CMAP on or before 3:00 p.m. Friday, January 18, 2008

Proposers are required to prepare their proposals in accordance with the instructions outlined in this section. Each vendor is required to submit five (5) hardcopies in a sealed package. The proposer might be requested to send an electronic copy in .pdf or .doc format of the proposal during the bid review process.

Proposals should be prepared in a professional manner using a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Emphasis should be on accuracy, completeness, and clarity of content. All parts, pages, figures and tables should be numbered and clearly labeled. The proposal should be organized into the following sections:

- Letter of Transmittal
- Title Page
- Table of Contents
- Profile of the Respondent
- Proposed Application Software and Hardware Environment
- Functionality Descriptions by Module
- Database and Third party Software
- System Features (Integration, Security, Audit Trails, Work Flow, Web Enablement and Reporting)
- Compliance with Laws, Rules, and Regulations
- Response to Functional/Technical Requirements
- Implementation Schedule, Support, and Training
- Maintenance and Support Program
- Client References
- Sample Documents
- Disadvantaged Business Enterprise (DBE), if applicable
- Cost Proposal
- Other Attachments

Instructions relative to each part of the response to this RFP are described in the remainder of this section.

Letter of Transmittal

A brief statement of the proposer understanding of the "overall" project, the timetable, the cost and scope of work proposed, and summary of the proposal's major assumptions. Also, provide a list of names of the individuals authorized to make representation for the respondent, their titles, addresses, telephone numbers, fax numbers and e-mail addresses.

Title Page

Indication of the RFP subject, name of the respondent's firm, local address, telephone number, name of the contact person, e-mail address and the date.

Table of Contents

The proposal must contain a table of contents which shows how the document is organized and follows the format of this RFP.

Profile of the Respondent

Proposer must provide the following information about their company so that CMAP can evaluate their stability and ability to support the commitments set forth in response to the RFP. If proposer partners with an implementation company, please provide that company's information as well. CMAP, at its option, may require a proposer to provide additional documentation and/or clarify requested information.

The proposer and the implementation firm should outline their company's background, including:

- How long the company has been in business.
- Project Manager's qualifications. (CMAP requires a written commitment that the key project manager will be assigned for the duration of the project.)
- Project team – qualifications of key staff (CMAP reserves the right to approve and remove any of vendor's project staff.)
- A brief description of the company size and organization.
- If applicable, how long the company has been selling the particular software proposed to public sector clients.
- The number of public sector installations and size of each (number of users).
- Most recent audited financial statements (e.g. annual sales, profitability, etc.)
- Listing of public installations by name and state.
- Any material (including letters of support or endorsement) indicative of the vendor's capabilities.

Proposed Application Software and Computing Environment

The proposer must present, in detail, features and capabilities of the proposed application software.

In addition, the following information should be included:

Hardware Environment. Describe the ideal hardware environment required to utilize the proposed software (include server and client configuration). In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks of each.

Network Environment. Describe the ideal network environment required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks of each. Describe bandwidth needed, transaction times, etc.

Operating System. Identify the ideal operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks of each.

Security. Describe your system security features, including password protections, virus protections, firewalls, etc.

Functionality Descriptions by Module

The proposer should describe all modules that are being proposed to fulfill CMAP's requirements. A description of the module highlights should also be included. The proposer may include marketing material as long as it provides a detailed description of the module. CMAP may require demonstration of scripted scenarios from proposers prior to making a contractual award.

Database and Third-Party Software

The proposer should identify the ideal database platform for the proposed software. In the event there is more than one suitable database platform, list all options indicating the relative strengths and drawbacks of each, if any. Proposer must explicitly state the name of any third-party products that are part of the proposed solution to CMAP's list of requirements. For each third-party product, there should be a statement about whether CMAP will have to contract on its own for the product. Include a description of

any products, features or other value added components available for use with the proposed project and financial system that have not been specifically requested in this RFP. The proposer should offer proof that they have access to the third-party software source code (own or in escrow) and that the proposer has the ability to provide long-term support for the third-party software component of their system. Consideration of these products, features and other value added components will be given where these may be of value to CMAP.

System Features

The proposer should include a detailed description of the proposed system's integration, security, audit trail, workflow/web enablement and reporting features.

Compliance with Laws, Rules, and Regulations

Proposer acknowledges this project includes funding from the United States Department of Transportation. All services and cost accounting conducted under this project shall be performed in accordance and in full compliance with all applicable Federal statutes, rules and regulations. See the RFP section of Federal assurances.

Responses to Functional and Technical Requirements

Complete the "Functional and Technical Requirements Form" in Attachment 4 of this RFP. Proposers must use the format provided and add explanatory details as necessary using a separate document and using the requirement number as reference.

Implementation Schedule, Support and Training

The proposer must provide a detailed plan and schedule for implementing the proposed system and for providing training and ongoing support. This information MUST include:

- A project organization chart
- Overview of the implementation methodology
- Timelines for all installation modules
- Overview of the proposed training, including options for on-site and off-site training, for project team, end users and information technology personnel
- An implementation and training plan. The plan MUST include an estimated time and deliverable for each stage of the project. The detail MUST also include an estimate of the work effort for CMAP and the Proposer in percentages (e.g. 50% CMAP effort, 50% Proposer effort)
- Describe any unique requirements for infrastructure, hardware, software or staffing resources.

Maintenance and Support Program

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

- Telephone support, including toll-free support hotline; hours of operation; availability of 24/7 hotline, etc.
- Special plans defining "levels" of customer support (e.g. gold, silver, etc.)
- Delivery method of future upgrades and product enhancements including the historical frequency of upgrades by module.
- Availability of user groups
- Problem report and resolution procedures
- Other support (e.g. on-site, remote dial-in, Website access to patches, fixes and knowledge base)
- CMAP may be interested in outsourcing this application. Vendors are encouraged to submit outsourcing options, such as Application Service Provider.

Client References

Proposers should provide at least three (3) client references that are similar in size and complexity to CMAP and have utilized the proposed system in a comparable computing environment. Submit references for fully completed “live” installations to the extent possible. List the scope of the software solution. Information should include at a minimum: date of installation, length of implementation, name of client reference, name of agency’s project manager, jurisdiction, address, telephone, e-mail, and fax numbers.

Sample Documents

To establish a complete and competitive proposal, proposers must include sample copies of the following documents:

- Sample software licensing agreement
- Sample implementation services agreement
- Sample standard reports
- Sample documentation

Only one copy of these items should be submitted and they can be submitted separately from the main proposal. The main proposal should have a statement of what has been provided separately.

Disadvantaged Business Enterprises (DBE)

It is CMAP’s policy, as a federally assisted agency, that Disadvantaged Business Enterprises (DBE), as required in 49 Code of Federal Regulations, Part 23, are encouraged to apply. Proposals should indicate their ownership status. Non DBE proposers will be expected to provide assurances as to their commitment to equal opportunities for minorities and women, as well as the utilization of DBE, if a subcontract is required.

Cost Proposal

Proposals must have an estimate of project costs broken down by the firm’s rates, fees and charges for services for the total project. The total cost of the proposal should be expressed in a simple dollar amount, quoted as “not to exceed”. The proposer’s cost proposal must be presented in the format provided in the “Price Proposal Form”, Attachment 1 to this RFP. CMAP reserves the right to contact proposers on cost and scope clarification at any time throughout the selection process.

Other Attachments

The submitter shall also sign and submit the “Certificate Regarding Workers’ Compensation Insurance”, Attachment 2, the “Information to be provided by Bidder”, Attachment 3, and the “Functional and Technical Requirements”, Attachment 4.

Submission of Proposals

Five (5) copies of all proposals must be submitted no later than 3:00 p.m., Friday, January 18, 2008. Submissions must be in a sealed package or envelope. The applicant's organization name and address shall appear in the upper left corner of the package.

Submission of RFPs by fax or e-mail is not acceptable.

Submissions may be delivered to CMAP in person or by a means other than the U.S. Postal Service or using the U.S. Postal Service to:

Chicago Metropolitan Agency for Planning
Attn: Grant/Contract Officer
Response to RFP No. 006: Financial Software System
233 S. Wacker Drive, Suite 800
Chicago, IL 60606

There will be no public opening for this RFP. Late submissions will be rejected and returned unopened. Questions may be referred to Margaret McGrath, (312) 386-8788 or Email: mmcgrath@cmap.illinois.gov.

SECTION 4: Contractual Agreement and Rights

Contractual Agreement

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

Reservation of Rights

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

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

Contractors who are or have been seriously deficient in current or recent contract performance in the absence of evidence to the contrary or circumstances properly beyond the control of the Contractor shall be presumed to be unable to meet these requirements. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility.

SECTION 5: General Provisions

GENERAL PROVISIONS APPLICABLE TO CHICAGO METROPOLITAN AGENCY FOR PLANNING REQUEST FOR PROPOSALS

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

1. Complete Agreement.

- a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between CMAP and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- b. CMAP's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of CMAP's right to such performance by Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- c. CMAP assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by CMAP are expressly stated in this Agreement.

d. Changes to any portion of this Agreement shall not be binding upon CMAP except when specifically confirmed in writing by an authorized representative of CMAP.

2. Chicago Metropolitan Agency for Planning Designee. The Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.

3. Independent Contractor. Contractor's relationship to CMAP in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of CMAP. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters.

4. Hold Harmless and Indemnity. Contractor shall indemnify, defend and hold harmless CMAP, its officers, directors, employees and agents from and against any and all claims (including Attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

5. Order of Precedence. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its exhibits; (2) the provisions of the RFQ/RFP on which the contract is based including any and all Addendums; (3) the qualifications submitted to CMAP by the Contractor in response to said RFQ/RFP; and (4) any other documents cited or incorporated herein by reference.

6. Invoice Submission. Based on services performed, Contractor may submit invoices as frequently as once a month. They should be submitted to the attention of: Accounts Payable, Chicago Metropolitan Agency for Planning, 233 S. Wacker Drive, Suite 800, Chicago, Illinois 60606.

7. Changes. By written notice, CMAP may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify CMAP thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made and the agreement modified accordingly. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the agreement as changed. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

8. Interest of Employees. No board member, officer, or employee of CMAP, during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. To each party's knowledge, no board member, officer, or employee of Chicago Metropolitan Agency for Planning has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than CMAP, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest.

9. Interest of Members of Congress. No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

10. Assignment of Contract. The performance of part or all of this Contract may not be delegated or assigned except upon written consent of CMAP; except that Contractor may assign monies due or to become due hereunder, to the extent permitted by law, without such CMAP consent.

11. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall take place in the County of Cook in Illinois.

12. Remedies/Breach of Contract. Administrative, contractual, or legal remedies are available, as appropriate, in instances where the Contractor violates or breaches contract terms.

13. Force Majeure. Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

14. Termination for Convenience. The performance of work under this contract may be terminated by CMAP in accordance with this clause in whole, or from time-to-time in part, whenever CMAP shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by CMAP, the Contractor shall:

- a. Stop work under the contract on the date and to the extent specified in the notice of termination;
- b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- d. Assign to CMAP in the manner, at the times, and to the extent directed by CMAP, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case CMAP shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of CMAP, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;
- f. Transfer title to CMAP and deliver in the manner, at the times, and to the extent, if any, directed by CMAP the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to CMAP;
- g. Use its best efforts to seek, in the manner at all times, to the extent, and at the price(s) directed or authorized by CMAP, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at price(s) approved by CMAP, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by CMAP to the Contractor under this contract shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as CMAP may direct;
- h. Complete performance of such part of the work as shall not have been terminated by the notice of termination;

i. Take such action as may be necessary, or as CMAP may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which CMAP has or may acquire an interest.

j. After termination, the Contractor shall submit a final termination settlement proposal to CMAP as directed. If the Contractor fails to submit a proposal within the time allowed, CMAP may determine, on the basis of information available, the amount, if any due the Contractor because of the termination and shall pay the amount determined. After the Contractor's proposal is received, CMAP and Contractor shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, CMAP may issue a final determination and pay the amount determined. If the Contractor does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Contractor may appeal under the Disputes clause.

15. Termination for Default.

a. CMAP may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cause such failure to be corrected within a period of ten (10) days (or such longer period as the CMAP may authorize in writing) after receipt of notice from the CMAP specifying such failure.

b. If the contract is terminated in whole or in part for default, CMAP may procure, upon such terms and in such manner as CMAP may deem appropriate supplies or services similar to those so terminated. The Contractor shall be liable to CMAP for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required project completion schedule.

Payment for completed supplies delivered to and accepted by CMAP shall be at the contract price. CMAP may withhold from amounts otherwise due the Contractor for such completed supplies such sum as CMAP determines to be necessary to protect CMAP against loss because of outstanding liens of claims of former lien holders.

d. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CMAP. The rights and remedies of CMAP provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

16. Disputes.

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by CMAP's Deputy Executive Director for Finance and Administration, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Deputy Executive Director for Finance and Administration shall be final and conclusive unless, within thirty

(30) days from the date of receipt of such copy, Contractor mails or otherwise furnishes to the Deputy Executive Director for Finance and Administration a written appeal addressed to CMAP's Executive Director. The decision of CMAP's Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision of CMAP's Deputy Executive Director for Finance and Administration. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any CMAP official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of Illinois.

17. Attorney Fees. In the event any action or proceeding is brought to enforce the terms or performance of this contract, the prevailing side shall be entitled to its reasonable costs and attorney fees.

18. Federal, State and Local Laws. Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder (see following Federally Funded Agreements). Since laws, regulations, directives, etc. may be modified from time-to-time, the contractor shall be responsible for compliance as modifications are implemented. The Contractor's failure to comply shall constitute a material breach of this contract.

Federally Funded Agreements

A. Standard Assurances. The Contractor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Contractor recognizes that federal laws, regulations, policies and administrative practices may be modified from time to time and those modifications may affect project implementation. The Contractor agrees that the most recent federal requirements will apply to the project.

B. Certification Regarding Lobbying. As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Contractor's authorized representative certifies to the best of his or her knowledge and belief that for each agreement for federal assistance exceeding \$100,000:

1. No federal appropriated funds have been or will be paid by or on behalf of the Contractor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and
2. If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Contractor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

3. The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements).

The Contractor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Contractor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment of business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assistance Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Contractor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1, "Title VI Program Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which the Contractor receives federal assistance.

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

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

D. Control of Property. Contractor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

E. Cost Principles. The cost principles of this Agreement are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 32, as amended; and all costs included in this Agreement are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

F. Debarment. Contractor shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B as amended. Contractor certifies that to the best of its knowledge and belief, Contractor and Contractor's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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

The Contractor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Department.

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

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

G. Drug Free Workplace. The Contractor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 CFR Part 29, Subpart F, including Appendix C as amended.

H. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Contractor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Contractor assures that it shall take nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S.

DOT. The Contractor's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal Government or the Department to the Contractor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended.

I. Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Contractor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Contractor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

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

K. Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision or one or more ITS user services as defined in the "National ITS Architecture."

1. In accordance with Section 5206(e) of TEA-21, 23 U.S.C. 502 note, the Contractor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Req.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, title V, subtitle C, 23 U.S.C. 502 note.
2. With respect to any ITS project financed with federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, title V, subtitle C, 23 U.S.C. 502 note, the Contractor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

L. Davis-Bacon Act. To the extent applicable, Contractor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted subagreements.

- M. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB SF-424B and SF-424D). As required by OMB, Contractor certifies that it:
1. Has the legal authority and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
 2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to an the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
 4. Will initiate and complete the work within the applicable project time periods;
 5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - a. Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - e. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290-ee3, related to confidentiality of alcohol and drug abuse patient records;
 - h. Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental or financing of housing;

Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity , and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and any other nondiscrimination statute(s) that may apply to the project.

SECTION 6: Special Provisions

SPECIAL PROVISIONS FOR CHICAGO METROPOLITAN AGENCY FOR PLANNING REQUEST FOR PROPOSALS

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

Attachment 1: Price Proposal Form

In response to Chicago Metropolitan Agency for Planning (CMAP) Request for Proposals (RFP) 006 for Financial Software System dated January 18, 2008, the undersigned, as an individual(s) with the authority to bind the Proposer, understands and agrees to the specifications, terms, conditions and provisions of the RFP and prices proposed below unless otherwise modified by mutual agreement of the parties. It is also agreed that the proposal submitted in response to the RFP is valid for ninety (90) calendar days from the proposal due date.

Proposed Prices:

<u>Price Offered For Services</u>	<u>Maximum Reimbursable Expenses and Fees</u>	<u>Maximum Total not to Exceed</u>
_____	_____	_____

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

<u>Addendum Number</u>	<u>Date Received</u>
_____	_____
_____	_____

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

Proposer's Authorized Signatory (Print): _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

Telephone Number: _____

Date: _____

Attachment 2: Certificate Regarding Workers' Compensation Insurance

Certificate Regarding Workers' Compensation Insurance

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

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

Bidder/Contactor _____

Signature _____

Name and Title _____

Date _____

Attachment 3: Information to be provided by Bidder

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

Firm Name: _____ Contact Person: _____

Business _____ Address: _____

Telephone: (____) _____ FAX: (____) _____ E-mail: _____

Years of Experience: _____

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

Organized under the laws of state of: _____

Business License No.: _____ Business License Expiration Date: _____

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

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

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

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

- a. _____

- b. _____

- c. _____

Bidder hereby certifies that it (check one): _____ IS _____ IS NOT an eligible Disadvantaged Business Enterprise (DBE) as defined Sec. III, provision 31g1). If "IS" is checked, attach copy of document that certifies Bidder's status as a DBE.

Attachment 4: Functional and Technical Requirements to be Provided by Bidder

ATTACHMENT 4

FUNCTIONAL AND TECHNICAL REQUIREMENTS

Complete the following form by inserting the appropriate answer key to each functional and technical requirement. Add explanatory details as necessary by using a separate document and using the requirement number as reference.

ANSWER KEY		
E	Existing	Requirement will be met by proposed existing software that is installed and operational at other sites and can be demonstrated to CMAP.
U	Under Development	Requirement will be met by functionality that is currently under development, or in Beta test.
M	Minor Modification	Requirement will be met by proposed minor modifications to existing software or use of software tools such as application report writer, query, etc.
R	Report Writer	Requirement could be met by using software tools, such as report writer, query language or spreadsheet package.
C	Major Customization	Requirement will be met by major modifications to existing software or by new custom software programming
NA	Not Available	Requirement cannot be provided.

General Accounting Requirements

No.	Requirement	Answer Key
GA1	Support of a flexible chart-of-account structure, which can easily adapt to changes based upon effective dates (past, current, future). Provide flexibility to record encumbrances and expenditures at finer levels but to maintain control at higher major object control level.	
GA2	Allowing revenue, expenditure, and cash subsidiary ledgers to be maintained at varying levels of detail and close at same or different times. Provide an easy to use mapping tool to define relationships between the GL and the subsidiary ledger accounts so ledger entries can be generated automatically by the system.	
GA3	Support of parameter-driven conditions by which simultaneous postings of subsidiary ledger and general ledger accounts can occur at the same time.	
GA4	Electronic and single point of entry for accounting requests such as journal vouchers, deposits, collections, temporary loan requests, etc. Allow for real-time or batch postings of accounting transactions based upon effective dates.	
GA5	Ability to separately reflect prior fiscal year encumbered expenditures, which get posted to current fiscal year's ledgers.	
GA6	Ability to receive and send electronic payments (such as electronic bank transfer, letter of credit, credit card payment, etc.) easily and generate appropriate accounting entries when sufficient information is provided.	
GA7	Ability to track status of warrants/payments issued, paid, outstanding, canceled, etc. individually and in total by type (e.g. payroll, voucher)	
GA8	Debt issue tracking and management	
GA9	Export to Excel spreadsheet	
GA10	Ad-hoc query, reporting, and file download tool	

GA11	Secured and reliable method to authenticate users and support electronic payment transmission.	
GA12	Support for Fund Accounting by costs, budgets, process, etc. to allow for fee for service and grant funding.	

Budget Preparation

No.	Requirement	Answer Key
BP1	Facilitate, but not limit CMAP to the current approved budget policy and procedures.	
BP2	Budget sub-components such as the following Budget Development process: <ul style="list-style-type: none"> • Budget Development Scenarios and Stages • Budget Finalization, Amendment and Publication • Mid-Year changes (non-Salary and Employee Benefit or Position Control related). These mid-year changes will encompass revenue, expenditures credits and intra-fund transfers. • Mid-Year Projections 	
BP3	Various “views” of the same information, more detail and more summarization to the management and analyst level.	
BP4	System must include an Enterprise fund module for fee-for-service.	
BP5	Standard Government Fund Accounting practices. Expenses must equal revenue at the fund level, a detailed audit trail, using a method to journalize each transaction of all activity must be provided and history must be preserved.	
BP6	Available Fund Balance (AFB) an amount brought forward from the preceding year.	
BP7	Capability of electronic transfer from budget preparation program to “live” accounting system.	

Human Resources

No.	Requirement	Answer Key
HR1	Integration of all existing Personnel functions and for additional functions made possible by the integration of Recruitment, Human Resource, Payroll, and Budgeting.	
HR2	Employees to access their own records through web-enabled access	
HR3	A position tracking system.	
HR4	A recruitment function that shares information regarding an employee’s demographic and statistical data.	
HR5	Support of different calculations for each of the following and be flexible enough to accommodate changes and additions: <ul style="list-style-type: none"> • Time in Class • Time in Step/Grade • Time on Probation • Prior Service time • At-will management contracts 	
HR6	A comprehensive employee performance evaluation and tracking system that will allow CMAP to schedule and track employee performance evaluations both during and after the probationary period.	
HR7	Grievances, EEOC complaints, disciplinary actions and OSHA complaints should be tracked and managed through a system common to the departments and central personnel.	
HR8	The HR, Payroll and budget components depend upon established	

	rate tables of salaries by job classification, step (or deep range) or grade.	
HR9	The need to differentiate between billable hours and payable hours for projects. Need for single entry for both billable and payable hours.	
HR10	Benefit administration relates to the planning, design, implementation, administration, and management of employee benefit programs within CMAP. The system will have to keep integrated information on the variety of benefit programs currently offered by CMAP as follows: <ul style="list-style-type: none"> • Insurance: Medical, Dental, Life, Accidental, Long-term Care • Savings/Retirement: Deferred Compensation, Retirement, etc. • Paid leave: vacation, holiday, compensatory time, sick, personal • Non-Paid Leave: FMLA (Family Medical Leave Absence), VTO (Voluntary time Off) • Voluntary Deductions • Involuntary Deductions: Family support Court Orders, etc. • Disability Programs: Worker's Compensation, SDI, Long-term Disability • Unemployment Insurance, Incentive/Others – Job-Related Expenses, Alternative Child care, Education Stipend, etc. 	
HR11	The system will need to keep track of the following: <ul style="list-style-type: none"> • Employee employment status (e.g. active, paid leave, unpaid leave, retiree, terminated, deceased) • Employee selected benefit coverage options • Involuntary benefit changes (e.g. dependent health coverage) as mandated by authority such as the court Family Support Division • Employee reimbursement allocation and entitlement • Legislative rules and regulations such as COBRA, FMLA, Worker's compensation • State-sponsored programs such as SDI and Unemployment Insurance 	
HR12	Ad-hoc query and multi-dimensional analysis of employee, benefit enrollment, reimbursements, and claim history	
HR13	Automatic generation of accounting tractions and integration into the accounting process	

Accounts Payable

No.	Requirement	Answer Key
AP1	Single point of entry for the submission, approval, and processing of payment requests, while leveraging electronic means to maintain timely review and consistent control.	
AP2	The entry of prior pre-encumbrance or encumbrance references before payment requests are to be accepted for subsequent approval and processing	
AP3	Entry and capture of key contract parameters to allow preliminary system validation and editing of invoice payment requests	
AP4	Automated matching of payment requests to purchase orders, contracts or other agreements to ensure appropriate levels of authorization are obtained. Liquidation of prior pre-encumbrance and/or encumbrance can then be triggered at the appropriate times.	
AP5	Selection to print checks or make electronic transfer of payment	
AP6	More effective cash management, i.e. ability to manage	

	disbursements to maximize investment earnings, yet take advantage of discounts offered by vendors.	
AP7	Generation and tracking of required forms such as W-9, 590, 1099, associated mailing labels and status information.	
AP8	Linkage of payment requests to all prior related events such as requisition, order, receipt, invoice, return, credit, payment, etc.	
AP9	Link and integration with the Purchasing module	
AP10	Ability to link payment to particular fund and project.	
AP11	Ability to track and monitor aging information such as 30, 60, 90 days old, etc.	
AP12	Interface to both the project/activity-based cost accounting system and to the general ledger system	
AP13	Allow for the distribution of portions of the vouchered invoice to multiple projects and expense cost categories and to the appropriate general ledger account	

Accounts Receivable

No.	Requirement	Answer Key
AR1	Maintenance of billing information	
AR2	Generation of invoices from billing data	
AR3	Maintaining service agency information	
AR4	The ability to link electronically to source documentation (e.g. contract, agreement)	
AR5	Generation of invoice automatically and create accounting transaction	
AR6	Provide status of unpaid invoices and cash received	
AR7	Invoices to grantor and contract agencies should be automatically generated according to specific criteria such as: <ul style="list-style-type: none"> • Actual costs • Fixed fees • Hourly rates System should automatically accumulate costs and produce invoices and provide copies of backup when required by the grantor.	
AR8	Able to determine the status of funding for any grant, member organization or other funding source	
AR9	Track and be able to distinguish between revenue recognized (earned) and advances received	
AR10	Provide aging by user	
AR11	Ability to keep current period and year open while allowing subsequent processing	
AR12	Detailed reports supporting charges billed on invoices including web access to reports to facilitate external access	
AR13	Year-end reporting for outstanding invoices by revenue code, project, etc.	
AR14	Detailed invoice listing of all invoices, paid and unpaid at any given time	

Procurement

No.	Requirement	Answer Key
PR1	A full functioning procurement system interfaced with Project Accounting, Accounts Payable and General Ledger	
PR2	A centralized scanning operation to make paper invoices available across the network	
PR3	An interface directly with Accounting and maintain real-time status of each account, encumber funds in the account when contracts or purchase orders are placed, regardless of purchase type, and	

	handle returns and credits as needed	
PR4	Parameters set by the users, so that the system will alert the appropriate parties of the progress of a contract or purchase order. The following list provides some examples: <ul style="list-style-type: none"> • Requisitions never ordered • Contract/Purchase Orders requiring additional approval of secondary departments (e.g. communications) • Pending deliveries • Late Orders • Invoices received-not paid 	
PR5	An interface with the approved Budget System to identify funding sources and encumbers the funds.	
PR6	An interface with the Accounts Payable system, approving and requesting warrants and receiving documentation of payments.	
PR7	Generation of information from the Project Management and Accounting system and verify and encumber funds available against a particular Project/sub-project.	
PR8	Ability to track invoices from date of receipt through date of payment	

Revenue Management

No.	Requirement	Answer Key
RM1	Identifying and tracking all grants, contracts, and purchase orders applied for and received by CMAP	
RM2	Ability to track non-financial information related to grants, contracts and purchase orders including milestones and grantor requirements	
RM3	Automation of the grant monitoring, service contracts, purchase orders and reporting processes	
RM4	Differentiation between federal, state and any other agency grants for audit purposes	
RM5	Workflow process to notify grant administrators and other users (at user defined time period) of grant milestones (expiration dates, etc.)	
RM6	Tracking of actual expenditures against budgeted/allowable expenditures by user-defined period (monthly, quarterly, daily, etc.)	
RM7	Ability to access actual expenditure information from other modules (fixed assets, salaries, supplies, etc.) at a detail and summary level for each grant	
RM8	Linking of receipt of revenue to grant and how much is paid. System should be able to monitor and report separately on amount billed, amount received, balance of contract, and retention	
RM9	Workflow capabilities to notify grant administrators when a review of information is required	
RM10	Ability to categorize and report on grant revenue/expenditures, start/end dates and other information within user-defined time periods, such as fiscal year, federal reporting year, grant term, etc.	
RM11	Standard fund accounting functionality that meets all required government and public sector fund accounting criteria as well as enterprise fund accounting capability	
RM12	Expenditure and revenue details on a fund-by-fund basis	
RM13	Each unique fund to generate the following: <ul style="list-style-type: none"> • Trial balance • Cash flow • Fund balance report • Balance sheet • Income statement 	

Fixed Assets

No.	Requirement	Answer Key
FA1	Provide for future changes in CMAP's definition of fixed assets, if and how they are capitalized and if and how they are depreciated.	
FA2	Integration with the Procurement function. Identification of Fixed Assets should be made upon receipt.	
FA3	Integration with the Accounting system, tracking cost and book value and creating accounting transactions and reports for month end and year end closings	
FA4	Accommodation of fixed assets that are capitalized and those that are recorded as expenditures (which will be reclassified to meet departmental tracking needs)	
FA5	Differentiation of fixed assets that are depreciated or not. This will not necessarily correspond to whether or not they are capitalized.	
FA6	System should have ability to sort inventory by ownership and by fund source.	
FA7	Ability to print and scan bar coded identification tags	

Time and Labor Reporting

No.	Requirement	Answer Key
TL1	On-line capture of time and attendance data	
TL2	On-line supervisory and managerial approval of time and attendance	
TL3	Acceptance of time entries in summarized or detail forms (e.g. time in/out, daily, weekly, biweekly)	
TL4	The option of scheduled work hours input	
TL5	The automatic generation of time entries based upon normal scheduled work times upon user indication	
TL6	Employees to allocate time to unscheduled projects	
TL7	Single source of data between Time Keeping, Payroll and Benefits on items such as valid/eligible earn/time codes, footnotes and leave balances.	
TL8	Support of different levels of allocation/charge-back and integration of accounting structure established in Accounting	
TL9	Allowance for calculation and use of a fully burdened rate in addition to other chargeable rates	
TL10	Ad-hoc query and reporting of employee time and attendance, payroll, and allocation/charge-back data	
TL11	Employee charge-back allocation scheme e.g. permanently allocated budget unit, cost centers, projects	
TL12	Employee accrued balances (e.g. vacation, sick, personal leave, compensatory time)	
TL13	Employee leave limits (e.g. personal leave, FMLA)	

Payroll

No.	Requirement	Answer Key
PAY1	Track employee information including salary rates, bonuses, multiple start-termination dates, available and used vacation, sick and personal time	
PAY2	Provide protection/security of sensitive information (salaries and SSN's)	
PAY3	Ability to calculate and produce paychecks and direct deposit vouchers from time sheets	
PAY4	Produce employee tax reports for all required government reporting	
PAY5	Provide for multiple deductions which can be either pre- or post-tax and which can include or exclude FICA.	
PAY6	Accommodate retirement and cafeteria-plan type deductions, including proper treatment of the employee's W-2	
PAY7	Generate W-2's on required IRS pre-printed forms and be able to generate via electronic media to the required year end reports	
PAY8	Generate special reports for monthly submissions for retirement and flexible spending accounts.	

Training

No.	Requirement	Answer Key
T1	User-friendly manuals	
T2	On-line help system with contents, index and wizards to help the user while operating the system	
T3	Web access training and updated Frequently Asked Questions (FAQ) for users	
T4	A computer Based Training (CBT) module	
T5	Telephone access for specific issues	
T6	Class training either on-site or at remote location for users	

Contract Management

No.	Requirement	Answer Key
CM1	Recording and monitoring individual contracts by contract number and/or work element, customer name, contract title, contract type, period of performance, dollar value, dollars funded and general comments.	
CM2	Notification if contract dates have ended or invoices exceed contract amount	
CM3	Status of documents that are within the approval cycle (both in-house and external)	