



**CHICAGO TRANSIT AUTHORITY**

567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

October 12, 2011

**Subject:** Requisition No. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material.

**Re:** Addendum No. 4

Dear Proposer:

Addendum No. 3 incorrectly listed the proposal due date as Friday, October 25, 2011. The correct proposal due date is Tuesday, October 25, 2011.

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

**Proposal Due Date: Tuesday, October 25, 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.

Three (3) originals and Six (6) copies of the Qualifications and Technical Proposals;  
One (1) BFMS Demonstration DVD; Three Original Price Proposals;  
and One (1) CD of the Qualifications, Technical and Price Proposals are to be provided.

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

Sincerely,

David Johnson  
Acting General Manager, Purchasing

cc: File



**CHICAGO TRANSIT AUTHORITY**

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

October 10, 2011

**Subject:** Requisition No. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material.

**Re:** Addendum No. 3

Dear Proposer:

Enclosed please find Addendum No. 3 – Attachment A – Site Visit Attendance (October 4, 2011) for your information.

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

**Proposal Due Date: Friday, October 25, 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.

Three (3) originals and Six (6) copies of the Qualifications and Technical Proposals;  
One (1) BFMS Demonstration DVD; Three Original Price Proposals;  
and One (1) CD of the Qualifications, Technical and Price Proposals are to be provided.

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

Sincerely,

David Johnson  
Acting General Manager, Purchasing

cc: File



# PRE-BID - SITE VISIT ATTENDANCE

ATTACHMENT A

Subject: Bus Fuel Management System  
Requisition No: C10FR101025496

Date: October 4, 2011 Location: Forest Glen, North Park, Chicago, 74th Street, 103rd, 77th Street Garages and South Shops

NAME	AFFILIATION / POSITION	PHONE NO. / EMAIL
Samuel Kim	TECHNICAL	768-546-7400
Katherine Blyth	Trak Engineering, INC.	K8194@trakeng.com 850-445-9604 cell
Jim Wilson	CITA	897225
Chris Bille	CITA	437819
Steve TABRIS	Accurate Trade / Asset works	630 375 6121
Bob Palosni	Arco Electric Co	708-891-7000
Michael Grugel	SEA Systems Inc.	469-338-4992 grugel@fleetwelfare.com
Max R Engelhardt	Wigdahl Electric	847-417-5374 max@wigdahl electric.com
Mark Williams	CITA Fuelblasting	812-681-2437
Ken Bendlesse	SHARLEN ELECTRIC	773-721-0700
Joe Grendo	ES. WARD	978-866-7294
Regina Howard	Taylor & Co.	713-346-5774



**Date:** October 4, 2011

**Location:** Forest Glen, North Park, Chicago, 74th Street, 103rd, 77th Street Garages and South Shops

[illegible]



CHICAGO TRANSIT AUTHORITY  
Advertisement for Bids

NOTICE OF TIME EXTENSION AND SITE VISIT

Notice is hereby given that the bid opening date heretofore advertised as Friday, October 14, 2011 has been extended to Tuesday, October 25, 2011, no later than 3:30 P.M. in the Bid Office - 2<sup>nd</sup> Floor, 567 W. Lake, Chicago, Illinois 60661-1498, for the following item:

Req. C10FR101025496,  
Request for Proposals (RFP) for Bus Fuel Management System (BFMS) for Two Years after Final Approval Testing; One Year Option for Two Year Warranty - Routine Maintenance; and One Option for Two Year Warranty - Repairs, Labor, Parts, and Material.

A Second Site Visit has been scheduled for Tuesday, October 4, 2011.

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

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

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

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

Any contract resulting from this advertisement will be awarded to the lowest responsive and responsible bidder.

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

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

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

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

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CHICAGO TRANSIT AUTHORITY

By: Marina Popovic  
Vice President, Purchasing

September 29, 2011



CHICAGO TRANSIT AUTHORITY

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

September 27, 2011

Subject: Requisition No. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material.

Re: Notice of Time Extension and Site Visit

Dear Proposer:

The due date for the subject RFP has been extended from Friday, October 14, 2011 to **Tuesday, October 25, 2011**. Also, a second site visit has been scheduled on October 4, 2011. Refer to Attachment A – Site Visit Schedule. The site visit is not mandatory.

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

Previous Proposal Date: Friday, October 14, 2011

**Revised Proposal Due Date: Tuesday, October 25, 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.

Three (3) originals and Six (6) copies of the Qualifications and Technical Proposals;  
One (1) BFMS Demonstration DVD; Three Original Price Proposals;  
and One (1) CD of the Qualifications, Technical and Price Proposals are to be provided.

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

Sincerely,

David Johnson  
Acting General Manager, Purchasing

cc: File

**Requisition No. C10FR101025496**

**ATTACHMENT A – Site Visit Schedule**

Forest Glen Garage  
5419 W. Armstrong Ave.  
Chicago, IL

Tuesday, October 4 at 8:00 a.m.

North Park Garage  
3112 W. Foster Ave.  
Chicago, IL

Tuesday, October 4 at 9:00 a.m.

Chicago Garage  
4301 W. Chicago Ave.  
Chicago, IL

Tuesday, October 4 at 10:15 a.m.

Kedzie Garage  
358 S. Kedzie Ave.  
Chicago, IL

Tuesday, October 4 at 11:00 a.m.

74<sup>th</sup> Street Garage  
1715 W. 74<sup>th</sup> St.  
Chicago, IL

Tuesday, October 4 at 12:00 p.m.

103<sup>rd</sup> Street Garage  
10201 S. Stony Island  
Chicago, IL

Tuesday, October 4 at 1:30 p.m.

South Shops & 77<sup>th</sup> Street Garage  
210 W. 79<sup>th</sup> St.  
Chicago, IL

Tuesday, October 4 at 2:15 p.m.



**CHICAGO TRANSIT AUTHORITY**

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

September 23, 2011

**Subject:** Requisition No. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material.

**Re:** Addendum No. 2

Dear Proposer:

Enclosed please find Addendum No. 2 and Attachments A and B which modify the subject RFP. Please take this information into account when preparing your proposal.

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

**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

**Proposal Due Date: Friday, October 14, 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.

Three (3) originals and Six (6) copies of the Qualifications and Technical Proposals;  
One (1) BFMS Demonstration DVD; Three Original Price Proposals;  
and One (1) CD of the Qualifications, Technical and Price Proposals are to be provided.

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

Sincerely,

David Johnson  
Acting General Manager, Purchasing

cc: File

Requisition No. C10FR101025496

Addendum No. 2

- Item 1. Insert the following Section 15.17 into Exhibit 6 – License and Professional Services Model Contract (Not for Execution), Part B:

**15.17. Prevailing Wage.**

Consultant agrees to comply with the Davis-Bacon Act, 40 USC 3145(a), *et seq.*, when performing the construction services required under the Scope of Services. Under the federal regulations governing the Davis-Bacon Act, 'construction' includes "actual construction, alteration and/or repair, including painting and decorating." 29 CFR 5.5(a). The Davis-Bacon Act does not apply to the non-construction services set forth in the Scope of Services.

- Item 2. See Attachment A for a complete description of the Davis-Bacon Act requirements.

- Item 3. See Attachment B for the Davis-Bacon Act Wage Determination for Illinois, Cook County (IL 100009 9/16/11, IL9).

- Item 4. RFP - Section IX. Addenda to Contract Documents

Delete the last sentence of Section IX, Addenda to Contract Documents that reads:

"Proposers will acknowledge receipt of each Addendum issued in space provided on the execution page in Exhibit 10."

**Additional answers to written questions received from potential Proposers:**

- 1) Question: There is no mention of union labor or prevailing wage?

**Response:** See Item 1 above, and Attachments A and B.

- 2) Question: There are two groups of hoses, group A for 40 foot Bus defined as hose 1 Diesel and 2 hose Oil which are chained. Group B for articulated buses hose 3 Diesel and hose 4 and 5 for oil. Only 2 of the garages, Chicago and 74<sup>th</sup> Street Garages are in this configuration. Will there be expansion in the future for Group B at the remaining sites?

**Response:** See Exhibit 4 of the RFP. No additional FCTs other than specified are required. Exhibit 4 identifies one FCT for each fuel island to control one fuel line and one oil line. The RFP also calls out the ability for the FCTs to be expandable. At this time, there are no plans to incorporate what this Proposer refers to as "Group B". However, any proposed BFMS shall have this capability. See Section III – Scope of Services, E, 20.

## Attachment A

### Davis-Bacon Act.

#### 1. Minimum Wages.

a. All mechanics and laborers employed or working upon the site of work, (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR, Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto as Attachment B and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Subsection 1.d. of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds or programs that cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Section 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 1b of this Attachment and Part B, Article 15.17 of the Contract) and the Davis-Bacon poster (WH-1321) must be posted at all times by the Consultant and its Subconsultant at the Project Site in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The General Manager, Purchasing shall require that any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under the Contract be classified in conformance with the wage determination. The General Manager, Purchasing will approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- ii) The classification is utilized in the area by the construction industry; and
- iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the General Manager, Purchasing agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the General Manager, Purchasing to the Administrator of the Wage and Hour Division, Employment Standards Administration, US Department of Labor, Washington, DC, 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the General Manager, Purchasing or will notify the General Manager, Purchasing within the 30-day period that additional time is necessary.

(3) In the event the Consultant, the laborers or mechanics to be employed in the classification or their representatives, and the General Manager, Purchasing do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the General Manager, Purchasing will refer the questions, including the views of all interested parties and the recommendation of the General Manager, Purchasing to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the General Manager, Purchasing or will notify the General Manager, Purchasing within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to Subsection 1.b. paragraphs (2) and (3) of this Section, must be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Consultant must either pay the benefit, as stated in the wage determination or must pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the Consultant does not make payments to a trustee or other third person, the Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.** The Authority will upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Consultant under this Contract or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant or any Subconsultant the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Project Site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract,



the Authority may, after written notice to the Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3. Payrolls and Basic Records.**

a. Payrolls and basic records relating thereto must be maintained by the Consultant during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the Project Site (or under the United State Housing Acts of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records must contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act, the Consultant must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Consultants employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The Consultant must submit weekly for each week in which any Work is performed, a copy of all payrolls to the Authority. The payrolls submitted must set out accurately and completely all of the information required to be maintained under §5.5(a)(3)(i) of Regulations, 29 CFR Part 5, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). This information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The Consultant is responsible for the submission of copies of payrolls by all Subconsultants. Consultant and Subconsultants shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Authority, the FTA, the Consultant, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for the Consultant to require a Subconsultant to provide addresses and social security numbers to the Consultant for its own records, without weekly submission to the Authority.

(2) Each payroll submitted must be accompanied by a "Statement of Compliance," signed by the Consultant or Subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and must certify the following:

- i) that the payroll for the payroll period contains the information required to be maintained under §5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

- ii) that each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and
- iii) that each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(3) The weekly submission of properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by 3b (2) of the instant Attachment A of this Contract.

(4) The falsification of any of the above certifications may subject the Consultant or Subconsultant to civil or criminal prosecution under section 1001 Title 18 and Section 231 of Title 31 of the United States Code.

c. The Consultant or Subconsultant must make the records required under Subsection 3, paragraph a of this Section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration, or the Department of Labor, and must permit such representatives to interview employees during working hours on the job. If the Consultant or Subconsultant fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. **Apprentices and Trainees.**

a. **Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program must be paid not less than the applicable wage rate on the wage rate determination for the work actually performed. Where the Consultant is performing construction on a project in a locality other than that in which its program is registered, the

ratios and wage rates (expressed in percentages of the journeymen's hourly rate) specified in the Consultant's or Subconsultant's registered program must be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Consultant will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification, by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the Project Site must not be greater than permitted under the plan provided by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Trainees must be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees must be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen's wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, that is not registered and participating in a training plan approved by the Employment and Training Administration, must be paid not less than the applicable wage rate on the wage determination for the classification for work actually performed. In addition, any trainee performing work on the Project Site in excess of the ratio permitted under the registered program must be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event that the Employment and Training Administration withdraws approval of a training program, the Consultant will no longer be permitted to use trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal Employment Opportunity:** The use of apprentices, trainees, and journeymen under 29 CFR 5.16 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance With Copeland Act Requirements** - The Consultant must comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. **Subcontracts** - The Consultant or Subconsultant must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Authority or

Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subconsultants to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for the compliance by any Subconsultant or lower tier Subconsultant with all the contract clauses in 29 CFR 5.5.

7. **Contract Termination Debarment** - A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Consultant and a Subconsultant as provided in 29 CFR 5.12.

8. **Compliance With Davis-Bacon and Related Act Requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference.

9. **Disputes Concerning Labor Standards** - Disputes arising out of labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract, PART 2, Article 16. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Consultant (or any of its Subconsultants) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of Eligibility –**

a. By entering into this Contract, the Consultant certifies that neither it (nor he or she) nor any person or firm who has an interest in the Consultant's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12 (a)(1).

c. The penalty for making false statements is prescribed in the United States Criminal Code, 18 U.S.C. 1001.

General Decision Number: IL100009 09/16/2011 IL9

Superseded General Decision Number: IL20080009

**ATTACHMENT B**

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Modification Number	Publication Date
0	03/12/2010
1	05/14/2010
2	06/04/2010
3	07/02/2010
4	08/06/2010
5	08/13/2010
6	09/03/2010
7	10/01/2010
8	11/05/2010
9	12/03/2010
10	01/07/2011
11	01/21/2011
12	02/11/2011
13	05/06/2011
14	05/13/2011
15	06/03/2011
16	06/17/2011
17	07/08/2011
18	07/29/2011
19	08/12/2011
20	08/26/2011
21	09/02/2011
22	09/16/2011

ASBE0017-001 01/01/2011

Rates

Fringes

**ASBESTOS WORKER/INSULATOR**

Includes the application  
of all insulating  
materials, protective  
coverings, coatings, and

finishes to all types of mechanical systems.....	\$ 43.05	23.30
Fire Stop Technician.....	\$ 24.81	22.10
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 32.29	22.10

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BOIL0001-001 07/01/2010

	Rates	Fringes
BOILERMAKER.....	\$ 42.67	19.60

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BRIL0021-001 06/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 39.78	20.80

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BRIL0021-004 06/01/2010

	Rates	Fringes
Marble Mason.....	\$ 39.03	19.90

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BRIL0021-006 06/01/2011

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 39.01	19.11
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

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BRIL0021-009 06/01/2009

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.10	19.90

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BRIL0021-012 06/01/2009

	Rates	Fringes
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Pointer, cleaner and caulker.....\$ 39.20

18.51

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CARP0555-001 07/01/2010

Rates

Fringes

## CARPENTER

Carpenter, Lather,  
Millwright, Piledriver,  
and Soft Floor Layer.....\$ 40.77

22.12

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CARP0555-002 12/01/2010

Rates

Fringes

CARPENTER (Excluding  
structures with elevators and  
structures over 3 1/2 stories)...\$ 33.37

22.12

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ELEC0009-003 05/24/2010

Rates

Fringes

## Line Construction

Groundman.....\$ 31.86

18.58

Lineman and Equipment

Operator.....\$ 40.85

23.81

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ELEC0134-001 06/07/2010

Rates

Fringes

ELECTRICIAN.....\$ 40.40

26.75

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ELEC0134-002 04/01/1998

Rates

Fringes

## ELECTRICIAN

CLASS "B".....\$ 20.71

2.975+a+b

## CLASS B SCOPE OF WORK:

Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair

lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.

## FOOTNOTES:

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4 weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

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ELEC0134-003 06/07/2004

Rates

Fringes

## ELECTRICIAN

ELECTRICAL TECHNICIAN.....\$ 30.89	12.59
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The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

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ELEV0002-003 01/01/2011

Rates

Fringes

ELEVATOR MECHANIC.....\$ 47.41	21.785+a+b
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## FOOTNOTES:

A. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for 6 months to 5 years of service.

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\* ENGI0150-006 06/01/2009

## Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.10	22.80
GROUP 2.....	\$ 43.80	22.80
GROUP 3.....	\$ 41.25	22.80
GROUP 4.....	\$ 39.50	22.80

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*; Batch Plant\*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes\*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol\*; Pile Drivers and Skid Rig\*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill\*; Roto Mill Grinder (36" and Over)\*; Roto Mill Grinder (Less Than 36")\*; Scoops-Tractor Drawn; Slip-Form

Paver\*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines\*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)\*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

\*-Requires Oiler

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\* ENGI0150-025 06/01/2011

### Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 43.30	27.10
GROUP 2.....	\$ 42.75	27.10
GROUP 3.....	\$ 40.70	27.10
GROUP 4.....	\$ 39.30	27.10
GROUP 5.....	\$ 38.10	27.10

### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire\*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver\*, Backhoes with Caisson attachment\*, Ballast Regulator, Belt Loader\*;

Caisson Rigs\*Car Dumper, Central Redi-Mix Plant\*,  
 Combination Backhoe; Front End Loader Machine (1 cu yd or  
 over Backhoe bucket or with attachments); Concrete Breaker  
 (truck mounted); Concrete Conveyor; Concrete Paver over 27E  
 cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all  
 attachments\*; Cranes, Hammerhead, Linden, Peco and machines  
 of a like nature\*; Creter Crane; Crusher, stone; All  
 Derricks; Derrick Boats; Derricks, traveling\*; Dowell  
 Machine with Air Compressor (\$1.00 above Class 1);  
 Dredges\*; Field Mechanic Welder; Formless Curb and Gutter  
 Machine\*; Gradall and machines of a like nature\*; Grader,  
 Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol,  
 Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver  
 mounted\*; Hoists, one, two, and three Drum; Hydraulic  
 Backhoes\*; Backhoes with Shear attachments\*; Mucking  
 Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine;  
 Pump Cretes Dual Ram (requires frequent lubrication and  
 water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck  
 mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and  
 over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck  
 mounted\*; Straddle Buggies; Hydraulic Telescoping Form  
 (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt  
 Loader with attached Pusher (two engineers); Tractor with  
 boom; Tractaire with attachment; Traffic Barrier Transfer  
 Machine\*; Trenching Machine; Truck Mounted Concrete Pump  
 with boom\*; Underground Boring and/or Mining Machines 5 ft  
 in diameter and over tunnel, etc.\*; Wheel Excavator\* &  
 Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle  
 Valve; Bulldozer; Car Loader Trailing Conveyors;  
 Combination Backhoe Front End Loader Machine, (less than 1  
 cu yd Backhoe Bucket with attachments); Compressor and  
 Throttle Valve; Compressor, common receiver (3); Concrete  
 Breaker or Hydro Hammer; Concrete Grinding Machine;  
 Concrete Mixer or Paver 7S series to and including 27 cu  
 ft; Concrete Spreader; Concrete Curing Machine; Burlap  
 Machine; Belting Machine and Sealing Machine; Concrete  
 Wheel Saw; Conveyor Muck Cars (Haglund or similar type);  
 Drills (all); Finishing Machine-Concrete; Greaser Engineer;  
 Highlift Shovels or Front End Loader; Hoist- Sewer Dragging  
 Machine; Hydraulic Boom Trucks, all attachments;  
 Hydro-Blaster (requires two operators); Laser Screed\*;  
 Locomotives, Dinky; Off-Road Hauling Units (including  
 articulating); Pump Cretes; Squeeze Cretes-Screw Type  
 pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow  
 Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor  
 Drawn; Self- propelled Compactor; Spreader-Chip-Stone;  
 Scraper; Scraper-Prime Mover in Tandem regardless of size

(add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

\*Requires Oiler

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IRON0001-026 06/01/2010

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 41.00	29.84
Structural and Reinforcing..	\$ 40.75	29.84

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IRON0063-001 06/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 40.20	28.78

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IRON0063-002 06/01/2011

	Rates	Fringes
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## IRONWORKER

Fence Erector.....	\$ 32.66	21.35
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IRON0136-001 07/01/2009

	Rates	Fringes
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## IRONWORKER

Machinery Movers and		
Riggers.....	\$ 37.25	25.54
Master Riggers.....	\$ 39.75	25.54

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\* LABO0002-006 06/01/2011

	Rates	Fringes
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LABORER (BUILDING &  
RESIDENTIAL)

GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.275	21.45
GROUP 4.....	\$ 35.30	21.45
GROUP 5.....	\$ 35.35	21.45
GROUP 6.....	\$ 35.40	21.45
GROUP 7.....	\$ 34.425	21.45
GROUP 8.....	\$ 34.425	21.45
GROUP 9.....	\$ 35.525	21.45
GROUP 10.....	\$ 35.65	21.45
GROUP 11.....	\$ 35.475	21.45
GROUP 12.....	\$ 36.20	21.45

## LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and

other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

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\* LABO0002-007 06/01/2011

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.475	21.45
GROUP 3.....	\$ 35.35	21.45
GROUP 4.....	\$ 35.475	21.45
GROUP 5.....	\$ 36.20	21.45

#### LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Guniting

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

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\* LABO0002-008 06/01/2011

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 36.20	21.45
16 - 20 POUNDS.....	\$ 36.70	21.45
21 - 26 POUNDS.....	\$ 37.20	21.45
27 - 33 POUNDS.....	\$ 38.20	21.45
34 - AND OVER.....	\$ 39.20	21.45
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.325	21.45
GROUP 3.....	\$ 34.425	21.45
GROUP 4.....	\$ 25.20	21.45
GROUP 5.....	\$ 30.20	21.45

#### LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

#### LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men;  
Bracers-bracing; Bricklayer tenders; Catch basin diggers;  
Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac;  
Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous  
waste removal laborer; Dosimeter (any device) monitoring  
nuclear exposure

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\* LABO0225-001 06/01/2011

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 30.00	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.20	21.45

#### LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or  
Strip Out Work

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PAIN0014-001 06/01/2010

	Rates	Fringes
PAINTER (including taper).....	\$ 38.00	21.62

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PAIN0027-001 06/01/2010

	Rates	Fringes
GLAZIER.....	\$ 38.00	24.62

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PLAS0005-002 07/01/2011

	Rates	Fringes
PLASTERER.....	\$ 39.25	21.84

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PLAS0502-001 06/01/2011

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 41.85

21.78

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PLUM0130-001 06/01/2011

Rates

Fringes

PLUMBER.....\$ 44.75

21.53

-----  
PLUM0597-002 06/01/2011

Rates

Fringes

PIPEFITTER.....\$ 44.05

24.13

-----  
ROOF0011-001 06/01/2010

Rates

Fringes

ROOFER.....\$ 37.65

14.80

-----  
SFIL0281-001 06/01/2011

Rates

Fringes

SPRINKLER FITTER.....\$ 48.45

17.85

-----  
SHEE0073-001 06/01/2010

Rates

Fringes

Sheet Metal Worker.....\$ 40.56

26.89

-----  
SHEE0073-002 06/01/2010

Rates

Fringes

Sheet Metal Worker

ALUMINUM GUTTER WORK.....\$ 27.63

26.89

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TEAM0731-001 06/01/2008

COOK COUNTY - HEAVY AND HIGHWAY

Rates

Fringes

TRUCK DRIVER

2 &amp; 3 Axles.....\$ 30.70

12.35

4 Axles.....\$ 30.95

12.35

5 Axles.....\$ 31.15

12.35

6 Axles.....\$ 31.35

12.35

## FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

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TEAM0731-002 05/01/2009

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER:		
Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	\$ 28.25	9.07

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TEAM0786-001 06/01/2008

## COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

## FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

CHICAGO TRANSIT AUTHORITY  
Advertisement for Bids

NOTICE OF TIME EXTENSION

Notice is hereby given that the bid opening date heretofore advertised as Friday, September 23, 2011 has been extended to Friday, October 14, 2011, no later than 3:30 P.M. in the Bid Office - 2<sup>nd</sup> Floor, 567 W. Lake, Chicago, Illinois 60661-1498, for the following item:

Req. C10FR101025496,  
Request for Proposals (RFP) for Bus Fuel Management System (BFMS) for Two Years after Final Approval Testing; One Year Option for Two Year Warranty - Routine Maintenance; and One Option for Two Year Warranty - Repairs, Labor, Parts, and Material.

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

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

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

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

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

Any contract resulting from this advertisement will be awarded to the lowest responsive and responsible bidder.

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

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic  
Vice President, Purchasing

September 21, 2011



**CHICAGO TRANSIT AUTHORITY**

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

September 19, 2011

Subject: Requisition No. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material.

Re: Time Extension

Dear Proposer:

The due date for the subject RFP has been extended from Friday, September 23, 2011 **to Friday, October 14, 2011.**

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

Previous Proposal Due Date: Friday, September 23, 2011

**Revised Proposal Due Date: Friday, October 14, 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.

Three (3) originals and Six (6) copies of the Qualifications and Technical Proposals;  
One (1) BFMS Demonstration DVD; Three Original Price Proposals;  
and One (1) CD of the Qualifications, Technical and Price Proposals are to be provided.

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

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

Sincerely,

David Johnson  
Acting General Manager, Purchasing

cc: File

CHICAGO TRANSIT AUTHORITY  
Advertisement for Bids

NOTICE OF TIME EXTENSION

Notice is hereby given that the bid opening date heretofore advertised as Friday, September 9, 2011 has been extended to Friday, September 23, 2011, no later than 3:30 P.M. in the Bid Office - 2<sup>nd</sup> Floor, 567 W. Lake, Chicago, Illinois 60661-1498, for the following item:

Req. C10FR101025496,  
Request for Proposals (RFP) for Bus Fuel Management System (BFMS) for Two Years after Final Approval Testing; One Year Option for Two Year Warranty - Routine Maintenance; and One Option for Two Year Warranty - Repairs, Labor, Parts, and Material.

The time for questions has passed. The Authority will respond to written questions received from potential Proposers in a subsequent addendum.

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

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

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic  
Vice President, Purchasing

September 8, 2011



**CHICAGO TRANSIT AUTHORITY**

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

September 2, 2011

**Subject:** Requisition No. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material.

**Re:** Time Extension

**Dear Proposer:**

The due date for the subject RFP has been extended from Friday, September 9, 2011 to **Friday, September 23, 2011.**

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

**Revised Proposal Due Date: Friday, September 23, 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.

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Sincerely,

David Johnson  
Acting General Manager, Purchasing

cc: File



CHICAGO TRANSIT AUTHORITY

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

September 2, 2011

Subject: Requisition No. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material.

Re: Addendum No. 1 & Time Extension to Follow

Dear Proposer:

Attached please find Addendum No. 1 which modifies the subject RFP. Please take this information into account when preparing your proposal.

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

**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

**Proposal Due Date: Friday, September 9, 2011**

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

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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 in the cover letter.

**The time for questions has passed. The Authority will respond to additional written questions received from potential Proposers in a subsequent addendum.**

Sincerely,

  
David Johnson  
Acting General Manager, Purchasing

cc: File

## Requisition No. C10FR101025496

### Addendum No. 1

Below are CTA's answers to written questions received from potential Proposers. Included with Addendum No. 1 are the following attachments:

Attachment A – Revised Exhibit 10 (For Information Only). Replace the original RFP – Exhibit 10 with this attachment.

Attachment B – Site Visit Attendance List

### Answers to Written Questions

- 1)        Question:    Page 12, Item IV. A. Is the cover letter to be included in all volumes, just the Qualifications volume, or provided separately?

             Response:    **See Section IV – Proposal Requirements, second paragraph, for tab and organization of the proposal submittal requirements.**
- 2)        Question:    Page 14, item C. Instructions are for two numbered sections. Is CTA expecting a tabbed section 2 that contains a DVD in each of the proposals, or just one DVD sealed in envelope 1?

             Response:    **See Section IV – Proposal Requirements, C - Organization of the Technical Proposal, which identifies the two required numbered sections.**
- 3)        Question:    General question about the two sets of exhibits, one of which starts after page 19 of the RFP, and the other set of exhibits in Section IV Proposal Requirements, Part C that mentions Exhibits 5, 9 and 11 for inclusion in the proposal response. It appears that Exhibit 5 is from the first set of exhibits after page 19 and Exhibits 9 and 11 are from Part C – is this correct? If so, are any of the other exhibits listed in Part C to be included in the response? Please note that we are asking about this because the use of two sets of Exhibits is confusing where titles and page numbers for these items are not identified.

             Response:    **See Table of Contents, page ii, Exhibits, for the one set of exhibits; see Section IV – Proposal Requirements, D - Organization of the Price Proposal, for the submission of exhibit instructions.**
- 4)        Question:    Request definition for which lube bays are oil change only and what is required as a minimum of this proposal response. Several locations were detailed as the oil change location not always being consistent. Pricing pulsers and solenoids needed is very easy – however pricing home runs for network connectivity and power is unknown. A solution

is available with full integration into MMIS for capturing all lubricants throughout CTA's garages and would like to at minimum show this pricing as an optional item to the RFP – but clear delineation is needed as to what is required in base bid and what can be shown as optional. It is understood that proposers are to monitor diesel and oil in each fuel lane, the confusion is with shop floor lubricants and oil change lubricants. Also, where are the power panels that will be used? Where is network connectivity? Is there any chance of having site plans with these items marked and to scale for pricing purposes?

**Response:** The purpose of the site visits was for potential proposers to identify power sources and network connectivity for their product, according to Section III – Scope of Services to propose a complete BFMS. At each site visit location, the fueling islands and fluid change areas were identified per Exhibit 4. Site plans are not available.

- 5) Question: If the answer to question 4 is that no drawings are available, but CTA details exact locations, can potential proposers return with an electrician to take exact measurements? If no, will CTA accept unit pricing for these items, with price per foot of conduit installed for power and communication?

**Response:** No additional site visits are scheduled. See Exhibit 9 – Price Proposal Forms, pricing shall include a fully functional installed BFMS. Price per foot of installed conduit is not acceptable.

- 6) Question: Is CTA in agreement that each fuel lane at every location can be defined as having one diesel fueling position and one oil position as being part of this base RFP? Several locations have abandoned second fueling positions and potential proposers were told during the site visits these would not be used.

**Response:** The scope requirements for installment of the FCTs is specified in Section III – Scope of Services, and also Exhibit 4.

- 7) Question: Section E7 details the need for Emergency Stop Buttons at each FCT locations. Please clarify that this need is for fuel lanes only and not needed in the lube areas.

**Response:** Emergency Stop Buttons shall shut off FCTs in the fuel island area only.

- 8) Question: Capturing the incoming delivery of fuel and lubes is not mentioned in the RFP. While a solution is easily available, please clarify if CTA requests this functionality at all locations, for just fuel, or just lubes, or both.

- Response:** A complete BFMS shall monitor tank levels at all times. It is the responsibility of proposers to propose a BFMS that provides accurate fuel tank levels as well as fuel dispensed.
- 9) **Question:** Does CTA request integration to the Veeder Root panels for inventory reconciliation?
- Response:** Integration of the BFMS shall correlate to the Veeder Root data.
- 10) **Question:** Do all CTA busses support J1939 communication for capturing of odometer and/or engine hours? Do all busses have the 9 pin Deutsche connectors in them for connectivity?
- Response:** With the exception of the 479 NOVA buses which utilize J1708, all buses support J1939 communication. All buses have 9 pin Deutsche connector for connectivity.
- 11) **Question:** What happens if it is discovered that existing installation parameters do not meet code (UL, OSHA, NFPA, Pipefitters or NEC)? Will CTA be responsible to upgrade to proper specifications before the winning vendor begins installation?
- Response:** See Section III – Scope of Services, B, 9 and Section III, G, 4.
- 12) **Question:** The language for warranty and options is not clear, please explain. Is this warranty for two years with an option for two more?
- Response:** For the Base Contract, see Section III – Scope of Services, L, first paragraph, “The Consultant is required to perform all routine maintenance for two years and provide all warranty repairs, including labor and any material, for two years after final approval testing for the entire BFMS and all components of the system”;
- For Option No. 1, see Exhibit 9 – Price Proposal Summary Form, Item 12, “One (1) Additional Year Extended Routine Maintenance”; and
- For Option No. 2, see Exhibit 9 – Price Proposal Summary Form, Item 13, “One (1) Additional Year Parts and Labor Repairs Warranty for Entire BFMS and All components of the System”.
- 13) **Question:** What import format can the CTA’s MMIS database accept? Is there a documented format? Database?
- Response:** MMIS database will accept Comma Delineated Text File. Proposers may deem it necessary to work with AssetWorks, Inc. to verify format and database.

- 14) Question: What other wireless environments exist at CTA facilities? What are the technologies utilized? Phones, hand held radios etc. (MHz Etc). Is there a documented list with specifications?
- Response: **Wireless products include: Clever Devices, SmartTire, Ubisense, and CTA radio communication devices.**
- 15) Question: Can CTA supply the fuel tank sizes, types and if there are monitoring devices? Inventory and/or compliance?
- Response: **The tank size is not important. The monitoring devices are Veeder Root, and one exception – 77<sup>th</sup> Street Garage, which is measured manually.**
- 16) Question: Define “tamper proof” (vs. tamper resistant)
- Response: **“Tamper proof” shall be defined as to incorporate the use of screws that are not slotted or Phillips head.**
- 17) Question: Define “vandal proof” (vs. vandal resistant)
- Response: **“Vandal proof” shall be defined as to incorporate the use of screws that are not slotted or Phillips head.**
- 18) Question: What is the expected response time for equipment failure due to abuse or CTA accidents?
- Response: **See Section III – Scope of Services, L, 3. All equipment failures shall be treated the same, not considering the failure mode.**
- 19) Question: Will the CTA guarantee access to other garages after the final testing at the 77<sup>th</sup> Street Garage to ensure the 25 day deployment requirement can be met?
- Response: **Access to other garages shall be granted during the course of installation at 77<sup>th</sup> Street Garage.**
- 20) Question: What is the CTA’s process to “grant” exceptions in Exhibit 11.i?
- Response: **See IV – Proposal Requirements, E – Table of Exceptions. All exceptions will be taken under consideration by the CTA Law Department.**
- 21) Question: If a potential Proposer cannot meet the insurance specified insurance or DBE criteria, will the Proposer be disqualified?
- Response: **See Exhibit 7 – Insurance and Bond Requirements, Part I, B; See Exhibit 5 – Special Conditions DBE Requirements, Section VI, D.**

- 22) Question: The RFP does not address the obsolete Liquid Control mechanical registers, pulsers, and temperature compensators currently installed. Are these to be replaced?
- Response: **See Section III – Scope of Services, A. The proposer’s installed BFMS shall be responsible for the accuracy of delivered and dispensed fuel and other fluids. This shall entail the replacement of any components necessary to achieve this requirement.**
- 23) Question: If all deliverables are met and correct invoices delivered; will CTA pay penalties for late payments? (beyond 30 days)
- Response: **Per See IV – Proposal Requirements, E – Table of Exceptions of the RFP, proposers are invited to provide CTA a Table of Exceptions detailing requested contractual modifications. A proposed modification, such as requesting that CTA pay penalties for late payments, should be included in the Table of Exceptions for CTA's review.**
- 24) Question: Since “Fluid dispersion shall automatically stop when the specific reservoir is full”, is CTA requesting new equipment on all hose reels etc? They do not have that capability currently and that functionality is not available via FCT.
- Response: **See Section III – Scope of Services, E, 17.**
- 25) Question: It is not clear the number of card readers (FCT) the CTA is looking for at the lube/oil change bays or lanes. Does CTA want one at each or will they be shared by multiple lanes and how many will share per FCT?
- Response: **Exhibit 4 identifies the number of replacement FCTs and new installation FTCs. Individual FCTs are required for each oil change area within the garages to provide the ability to monitor oil usage for each bus and FCT.**
- 26) Question: At several of the bus garage fueling lanes there were motor oil dispensers that appeared not to be in use. Is CTA asking for these to be included in inventory tracking? These did not appear to have metering devices installed. Are these to be added in the bid?
- Response: **See Exhibit 4 of the RFP.**
- 27) Question: At 77th Street Garage, there are (9) repair bays that have hose reel sets. Are these included for tracking purposes as lube/oil is only used when needed, (9) Hose Reel Sets x (2) Hoses?
- Response: **See Exhibit 4 of the RFP.**



- 28) Question: At North Park Garage, there are a number of reels below grade as part of original oil change setup. Are these included for tracking? Can the CTA provide an exact number of reels?
- Response: **See Exhibit 4 of the RFP.**
- 29) Question: Page 2 – Section B, Item 2 – “BFMS shall capture multiple data types for every fuel and fluid transactions at a minimum: mileage, time”. Does the CANceiver data need to be captured in the maintenance bays such as Millage, MPG? Also, please define Vehicle identification, is it VIN number or assigned vehicle number?
- Response: **See Section III – Scope of Services, E, 2. The mileage, bus number, fluid type, etc must be captured in the maintenance (i.e., oil change) areas of the garage. Vehicle ID is the bus number.**
- 30) Question: Page 2 – Section B, Item 3 – “BFMS shall incorporate a wireless system, whereby the bus communicates with the FCT and is activated by employee RFID key fob. Does the bus communication to the FCT activation have to be initiated by the employee or can it be initiated by bus to FCT proximity?
- Response: **See Section III – Scope of Services, E,6.**
- 31) Question: Page 3, Section C Par 3 – Reconciliation for all fluids – How will incoming fluids will be entered into MMIS? Is this a Veeder Root type transaction or will that be a manual transaction?
- Response: **See Section III – Scope of Services, I – Data Reconciliation. Incoming fluids and reconciliation will be entered automatically into MMIS by the BFMS.**
- 32) Question: Page 4, Section E, Item 2 “Fifteen additional, new FCT shall be installed in the fluid change ...Exhibit 4....” Please provide a specific listing of what the “Controlled” fluids are other than fuel. Since the RFP only depicts one terminal in this area, would the terminal be centrally located, expected to control 36 hoses or just a subset with the expectation that there would be a follow on contract? Please site the specific hose count, site, bay, fluid type for which to be controlled. Also, please define the reconciliation path for fluid hoses not controlled.
- Response: **See Exhibit 4. The 15 additional FCTs (terminals) shall dispense and monitor motor oil and be expandable to dispense other fluids. Hoses not monitored or controlled are not part of this RFP.**
- 33) Question: Exhibit 4 outlines specifics of fuel lanes. North Park Garage shows 4 fuel lanes but has a 5<sup>th</sup> fuel lane on the side that is not being used. Should CTA consider this lane for inclusion into the RFP?

- Response: No. See Exhibit 4 of the RFP.**
- 34) **Question:** At the 77<sup>th</sup> Street Garage, there are two nozzle types attached to a single point to facilitate the two different bus filler necks. Will this change?
- Response: All CTA buses have Emco-Wheaton posi-lock fuel necks. Only fuel supply lines with posi-lock dispensers will be used.**
- 35) **Question:** Page 6, item 21; 5 foot authorization, may cause unintentional authorization for the wrong employee as one bus drives in and another employee is located within the 5 foot radius of the terminal. Will CTA consider changing the activation distance to avoid this instance?
- Response: Yes. See Section III – Scope of Services, E, 4, and 5. The CTA will give consideration to the BFMS with parameters for FCT communication less than 5 feet. The scope specifies “within 5 feet”.**
- 36) **Question:** J1939 Ports and J1708 are not to be permanently occupied. Can a splitter be utilized or will it be required to cut and splice an additional connector?
- Response: A splitter may be utilized as long as internal access for Bus Maintenance is not compromised.**
- 37) **Question:** Page 5, item 16, “The automated system shall prohibit the dispensing of fuel if the fuel dispenser nozzle is not properly inserted into the fuel filler neck...” Please define what “properly inserted” means.
- Response: Properly inserted shall be defined as installed per the manufacturer’s recommendation.**
- 38) **Question:** Exhibit 2. There are approximately 250 articulated busses housed and unused at South Shops. Are these buses included in Exhibit 2 numbers and if so, are they available for CANceiver installation. If they are not available, what contractual milestone provision will be made?
- Response: The articulated busses parked at South Shops are not part of this RFP.**
- 39) **Question:** Page 4 – Section III, Paragraph D – “The wireless infrastructure must not interfere with the existing wireless systems installed at the garage or on any buses” – Please provide the frequencies, use and OEM for current wireless infrastructure installed at garages or busses. Does CTA currently have any expansion plans on wireless? Currently CTA is using disks to capture video on the bus, will this go to wireless and what product has CTA considered? Does CTA plan to put the antenna arrays at every location on the fueling sites?
- Response: Proposers should contact product manufacturers should such proposers need frequencies utilized. CTA does not have wireless**

**expansion plans at this time. Antenna arrays are not relevant to this RFP.**

40) Question: Page 5 – Section III, Paragraph E.8. – “FCT emergency shut offs will need to be configured in such a way that all units at that location are simultaneously shut off upon the activation of “shut off” at any one unit.” Can CTA clarify this requirement? The FCT emergency shut-off cannot replace the requirement by code to have an Emergency Stop (ESTOP) at each fuel site according to code. Requiring an FCT emergency shut off may increase the installation costs due to the increased conduit, wiring and relay panels necessary to accomplish this requirement.

**Response: The Emergency Stop Buttons shall shut off FCTs in the fuel island area only.**

41) Question: Page 5, Section III, Paragraph E.18.- “Odometer reading for fueling products shall not overwrite or override the odometer reading from the last fueling transaction.” Please define the purpose of this requirement and provide a better definition.

**Response: CTA does not intend to lose data. All fuel data and mileages is cumulative and are line items in the MMIS system.**

**EXHIBIT 10**  
Acceptance  
(For Information Only)

**ACCEPTANCE**

The undersigned, on behalf of Chicago Transit Authority, A Municipal Corporation of the State of Illinois, hereby accepts the foregoing Proposal items as identified in the Proposal.

**CONTRACT NUMBER**      **C10FR101025496**

**Total Amount of Contract**      **\$**

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, 201\_, **in Chicago, Illinois**

\_\_\_\_\_  
Vice President, Purchasing & Warehousing

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Attorney



# PRE-BID - SITE VISIT ATTENDANCE

ATTACHMENT B

Subject: Bus Fuel Management System  
Requisition No: C10FR101025496

Date: August 15, 2011

Time: 8:00AM

Location: Forest Glen Garage, 5419 W Armstrong Ave, Chicago, IL

NAME	AFFILIATION / POSITION	PHONE NO. / EMAIL
Mark Williams	CTA Purchasing	312-681-2437
JOE BASILE	ASSETWORKS, INC	je.basile@assetworks.com 610-228-0120
STEVE TRAUBSY	ACCURATE TALK	630-375-6121 x11
BILL PARKER	LINCOLN LUBRICANTS	314-753-5488
KRIL DARR	"	513-324-5317
Mark Baranovich	TCG1- ASSET WORKS	773-791-7574
TODD HERRICK	CTA	773-312-335-6209
DANIEL KIM	TRINITY Technologies Services	708-596-7400
Steve Trepp	E.S. Ward Inc	773/294-6702 Ca11
TIM ANDERSEN	GASBOY	860-605-6342 / andersen@vooder.com
PAUL GILLARD	E. J. LUTER	978-866-7294 paul.gillard@ctam.com
DONALD JACKSON	Applied Control	708-342-1558





**Location: 103rd Street Garage, 74th Street Garage, 77th St Garage/South Shops**

vet@df.com



CHICAGO TRANSIT AUTHORITY  
Advertisement for Bids

NOTICE OF TIME EXTENSION

Notice is hereby given that the bid opening date heretofore advertised as Monday, August 29, 2011 has been extended to Friday, September 9, 2011, no later than 3:30 P.M. in the Bid Office - 2<sup>nd</sup> Floor, 567 W. Lake, Chicago, Illinois 60661-1498, for the following item:

Req. C10FR101025496,  
Request for Proposals (RFP) for Bus Fuel Management System (BFMS) for Two Years after Final Approval Testing; One Year Option for Two Year Warranty - Routine Maintenance; and One Option for Two Year Warranty - Repairs, Labor, Parts, and Material.

The time for questions has passed. The Authority will respond to written questions received from potential Proposers in a subsequent addendum.

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

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

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

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

Any contract resulting from this advertisement will be awarded to the lowest responsive and responsible bidder.

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic  
Vice President, Purchasing

August 26, 2011



**CHICAGO TRANSIT AUTHORITY**

567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

August 23, 2011

**Subject:** Requisition No. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material.

Dear Proposer:

The due date for the subject RFP has been extended from Monday, August 29, 2011 to **Friday, September 9, 2011**.

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

**Revised Proposal Due Date: Friday, September 9, 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.

Three (3) originals and Six (6) copies of the Qualifications and Technical Proposals;  
One (1) BFMS Demonstration DVD; Three Original Price Proposals;  
and One (1) CD of the Qualifications, Technical and Price Proposals are to be provided.

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

**The time for questions has passed. The Authority will respond to written questions received from potential Proposers in a subsequent addendum.**

Sincerely,

  
David Johnson  
Acting General Manager, Purchasing

cc: File

CHICAGO TRANSIT AUTHORITY  
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2<sup>nd</sup> Floor, 567 W. Lake Street, Chicago, IL 60661-1498, no later than 3:30 P.M. on Monday, August 29, 2011 at which time all such bids will be opened publicly and read aloud:

Req. C10FR101025496,  
Request for Proposals (RFP) for Bus Fuel Management System (BFMS) for Two Years after Final Approval Testing; One Year Option for Two Year Warranty - Routine Maintenance; and One Option for Two Year Warranty - Repairs, Labor, Parts, and Material.

**\*\*A site visit is scheduled for various CTA Locations on Monday, August 15, 2011 and Tuesday, August 16, 2011. Attendees are to meet at the following locations and scheduled date/times listed:**

Monday, Aug. 15, 2011:

Scheduled Time:

Forest Glen Garage  
5419 W. Armstrong Ave., Chicago, IL.

8:00 am

North Park Garage  
3112 W. Foster Ave., Chicago, IL.

9:30 am

Chicago Garage  
4301 W. Chicago Ave., Chicago, IL.

11:00 am

Kedzie Garage  
358 S. Kedzie Ave., Chicago, IL.

1:00 pm

Tuesday, August 16, 2011:

Scheduled Time:

103<sup>rd</sup> Street Garage  
10201 S. Stoney Island, Chicago, IL.

8:00 am

74<sup>th</sup> Street Garage  
1715 W. 74<sup>th</sup> Street, Chicago, IL.

9:30 am

South Shops & 77<sup>th</sup> Street Garage  
210 W. 79<sup>th</sup> Street, Chicago, IL.

11:00 am

Written questions regarding this RFP will be accepted no later than 4:30p.m., Friday, August 19, 2011. You may send written questions to Maria Williams via e-mail at [mwilliams@transitchicago.com](mailto:mwilliams@transitchicago.com).

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

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

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

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

Any contract resulting from this advertisement will be awarded to the lowest responsive and responsible bidder.

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

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic  
Vice President, Purchasing

August 4, 2011



**CHICAGO TRANSIT AUTHORITY**

567 West Lake Street  
Chicago, Illinois 60661-1498  
TEL 312 664-7200  
[www.transitchicago.com](http://www.transitchicago.com)

August 1, 2011

**Subject:** Requisition No. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material.

**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: Monday, August 29, 2011**

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

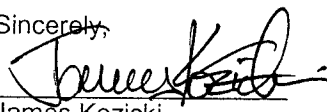
Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office, no later than the advertised date and hour for the receipt of the proposals. If the delivery of the proposal is delayed beyond the date and 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.

Three (3) originals and Six (6) copies of the Qualifications and Technical Proposals;  
One (1) BFMS Demonstration DVD; Three Original Price Proposals;  
and One (1) CD of the Qualifications, Technical and Price Proposals are to be provided.

**Written questions regarding this RFP will be accepted no later than 4:30p.m., Friday, August 19, 2011. You may send written questions to Maria Williams via e-mail at [mwilliams@transitchicago.com](mailto:mwilliams@transitchicago.com)**

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

Sincerely,

  
James Kozicki  
Acting Manager II, Purchasing

cc: File

**CHICAGO TRANSIT AUTHORITY**

**REQUEST FOR PROPOSALS (RFP)**

**C10FR101025496**

**For**

**BUS FUEL MANAGEMENT SYSTEM (BFMS)**

**Two Years after Final Approval Testing;**

**One Option for Two Year Warranty - Routine Maintenance; and**

**One Option for Two Year Warranty - Repairs, Labor, Parts, and Material**

**Three Originals and Six Copies of the Qualifications and Technical Proposals; One BFMS**

**Demonstration DVD; Three Original Price Proposals; and**

**One CD of the Qualifications, Technical and Price Proposals to Be Submitted**

All proposals must be submitted to the Authority at one of the following addresses:

**U.S. POSTAL SERVICE**

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

**OVERNIGHT MAIL OR HAND  
DELIVERY**

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

Proposals must be received no later than 3:30 P.M., Chicago Time, August 29, 2011. The outside of the envelope or package must clearly indicate the name of the RFP - BUS FUEL MANAGEMENT SYSTEM and RFP Number C10FR101025496.

Confidentiality and Non-Disclosure: Firms requiring additional assistance shall only contact Maria Williams, Sr. Procurement Administrator at (312) 681-2437. Firms, including all team sub-consultants, who contact any other 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 Prime Consultant" Exhibit 11.f with the proposal and to require all Sub-Consultants to submit signed copies of the "RFP Non-Disclosure Statement Sub-Consultant" Exhibit 11.g with the proposal.

**ISSUED BY:**

Chicago Transit Authority, Purchasing Department  
567 W. Lake Street, Chicago, IL 60661-1498  
Marina Popovic, Vice President, Purchasing  
Forrest Claypool, President  
Terry Peterson, Chairman

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## **EXHIBITS**

1. Map of Bus Garages and Heavy Maintenance Facility
2. CTA's Current Bus Fleet
3. CTA's MMIS Interface Requirements
4. Bus Garages and Heavy Maintenance Facility Fuel and Fluid Characteristics
5. Special Conditions DBE Requirements
6. License and Professional Services Model Contract (Not for Execution)
7. Insurance and Bond Requirements (For Information Only)
8. Bid Protest Procedures
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  - e) Lobbying Certification (Prime and Sub-Consultant)
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  - h) Disclosure of Ownership
  - i) Table of Exceptions
  - j) Brief History of Company

## **BUS FUEL MANAGEMENT SYSTEM**

### **I. INTRODUCTION**

The purpose of this Request for Proposals ("RFP") is for the Chicago Transit Authority ("CTA") to award a contract ("Contract") to a single Consultant ("Consultant") to acquire the next generation of automated fuel and fluid software technology and to implement, install and maintain a bus fuel management system ("BFMS"). The goals of the proposed Contract are to:

- Reduce the cost of bus fleet maintenance operations;
- Accurately account for fuel and all other fluid usage in real time;
- Realize higher levels of data evaluation and reports of fuel and all fluid; transactions; and
- Manage bus fleet vehicle mileage.

### **II. BACKGROUND INFORMATION**

**A. CTA Transit Services.** The CTA operates the nation's second largest public transportation system, which covers the City of Chicago and 40 surrounding suburbs. On an average weekday, nearly 1.7 million rides are taken on the CTA and over 1 million of those rides are on buses. CTA has 1,781 buses that operate over 140 routes and 2,230 route miles. CTA buses make 19,442 trips per day and serve 11,577 posted bus stops. Additional CTA information is available at [www.transitchicago.com](http://www.transitchicago.com).

**B. CTA's Current BFMS.** CTA currently operates an EJ Ward bus fueling system. The CTA's bus fleet operates from seven bus garages and CTA's Heavy Maintenance Facility ("South Shops") spread throughout the City. Attached as Exhibit 1 is a map showing the locations of each bus garage and South Shops. Attached as Exhibit 2 is the CTA's current bus fleet assignment. The fleet consists of 208 buses which are the 60 foot articulated type; 45 which are 30 foot; and 1,528 which are standard 40 foot and comprised of 3 manufacturers and 4 separate series of buses. The bus garages operate seven days a week, 24 hours a day, and provide routine bus servicing and maintenance. South Shops operates Monday through Friday (6:30AM to 2:30 PM, Chicago Time) and performs heavy maintenance and overhaul work.

### **III. SCOPE OF SERVICES**

#### **A. Overview**

The selected Consultant will be responsible for removal and disposal of CTA's current BFMS; and implementation and installation of a new state of art BFMS. The Consultant shall work with the CTA's project team and at least one dedicated management staff member for each garage and South Shops who will assist the Consultant throughout the duration of the Contract to achieve final approval testing for the Scope of Services.

The CTA intends to procure the most reliable and accurate BFMS available through professional implementation, installation, and methods that minimize downtime of personnel, buses, and garage operations.

**B. General Implementation and Installation**

The Consultant shall furnish, implement and install all necessary hardware and software, material and equipment, as well as provide all necessary labor to successfully integrate the BFMS hardware and software, throughout the CTA's entire bus fleet, bus garages, Fuel Control Terminals ("FCT") and CTA's Assetworks Maintenance Management Information System ("MMIS") to manage and analyze data for bus fuel and all fluids dispensed. The BFMS general hardware and software shall include, but is not limited to, the following requirements:

1. All data captured shall be transferred to, and easily accessible from, the CTA's MMIS database in real time.
2. BFMS shall capture multiple data types for every fuel and fluid transaction at a minimum: mileage, time, date, employee, pump identification, vehicle identification, engine hours, miles per gallon since last fueling and lifetime, and the type and quantities of liquids dispensed.
3. BFMS shall incorporate a wireless system, whereby the bus communicates with the FCT and is activated by employee radio frequency identification (RFID) key fob.
4. All BFMS equipment shall be fully tamper-proof.
5. All equipment and material provided shall be listed by a nationally recognized testing laboratory, such as Underwriters Laboratory (UL).
6. The BFMS shall be expandable, so as to easily add any future vehicle(s) (e.g. buses, tractors, trucks) for fueling, fueling identification and usage history. This data shall be transferred to and accessible in MMIS.
7. The BFMS shall be expandable, as to easily add any additional lines for types of fluid dispersion.
8. All BFMS material, implementation, installation, software, hardware, etc. shall be alike and uniform at all locations work is performed.
9. All work performed shall meet all applicable federal, state, county, city and Society of Automotive Engineers (SAE) codes, be done in accordance with CTA's procedures, and meet the satisfaction of the Director, Bus Maintenance or his designee.

10. Consultant shall provide weekly written reports to CTA's Project Manager detailing work completed and the goals for the following week.

**C. Software & MMIS Interface**

Attached as Exhibit 3 is a list of CTA's MMIS interface requirements.

The Consultant shall provide all interface software, wiring, material, implementation and installation necessary to transfer the data from each FCT to CTA's AssetWorks MMIS database in real time.

Any hardware, software, wiring, material, or labor required for the data transfer shall be the sole responsibility of the Consultant and shall not interfere with or corrupt any data currently being collected or stored through other means. Once transferred, this data shall be in a format that is compatible with existing data for MMIS reconciliation for all fluids. The Software and MMIS Interface shall include, but not be limited to the following requirements:

1. There shall be sufficient data storage for each FCT to store data for transfer in the event the MMIS system becomes inoperable (up to 10,000 transactions each). Once MMIS becomes operable, the data shall then be transferred.
2. In all instances, data collected shall be at the time the transaction took place, not the time of the transfer.
3. The accuracy of the data in MMIS must correlate, exactly, to the data collected at the FCT, the time of the transaction and actual quantity of fluids dispersed.
4. The Consultant shall provide a means to identify other vehicles, (e.g., tractors, trucks, etc.) for fueling identification and fueling approval and data usage history available in MMIS.
5. CTA requires original copies of all software utilized for all aspects of this implementation and installation (e.g., programming vehicles, for programming of key fobs, etc).
6. Any software updates in the subsequent 3 years, after the final approval testing, shall be made available and installed on CTA's equipment by the Consultant at no additional cost.
7. CTA shall retain the right to utilize the BFMS software for its own intent and purposes.
8. Consultant shall comply with Exhibit 6 License and Professional Services Contract Part A, Article 2.3 Licenses.

9. Consultant shall comply with Exhibit 6 License and Professional Services Contract Part A, Article 5.4 Source Code Escrow.

**D. Wireless Bus Garage Infrastructure**

The Consultant shall be responsible for installation and implementation of any necessary stand-alone wireless infrastructure on CTA buses and the seven bus garages. The wireless infrastructure must not interfere with existing wireless systems installed at each garage or on any buses.

**E. Fuel Control Terminals (FCT)**

The Consultant shall replace existing FCTs on a one for one basis, and install 15 additional FCTs at the fluid change location at each garage. New FCTs shall be installed on new, sturdy pedestals, which shall withstand the environmental conditions (i.e., salt, diesel fuel, gas, oil etc.) and shall include, but not be limited to, the following requirements:

1. The general location of the new terminal shall be where the old terminal was located, except change of location may be necessary and determined at the discretion of CTA. FCTs shall be securely affixed to a concrete floor.
2. Fifteen additional, new FCTs shall be installed in the fluid change area in each garage see Exhibit 4. Because there are no existing FCTs at these locations, any required wiring, hardware, and other installation requirements shall be the sole responsibility of the Consultant. These FCTs shall collect and transmit data in the same fashion as the fuel island FCTs. These 15 FCTs will be used for fluids other than fuel.
3. FCTs shall be weatherproof, tamperproof and operable in the temperature range of -20F to 120F.
4. An authorized bus within 5 feet of an authorized FCT shall begin the immediate process of communicating data with the FCT. Dispersion of fluids shall be limited to only those specified for a particular bus, by an authorized employee and in authorized quantity.
5. The BFMS shall be designed to ensure there is no "crosstalk" between FCTs and other nearby buses.
6. Dispersion of any fluids may not begin until the FCT has identified the bus, authorized allowable fluids and quantities and an employee has utilized the key fob allowing transactions.
7. FCTs shall have an easily accessible and clearly marked emergency shut offs, which instantaneously prevent all fluid flow upon activation.

8. FCT emergency shut offs will need to be configured in such a way that all units at that location are simultaneously shut off upon the activation of a "shut off" at any one unit. Deactivated units shall be easily reactivated.
9. FCTs shall have a keyed management override. These transactions shall be recorded and accessible in MMIS. These transactions shall have their own category, and be able to be queried in MMIS.
10. FCTs shall not require any manual employee input; all required information shall pass, wirelessly, between the terminal and bus.
11. FCTs shall be activated by keychain type RFID key fobs.
12. Units shall be capable of delivering and measuring diesel fuel, engine oil, engine coolant, and any other fluid as necessary.
13. Regardless of the number of dispensers in operation, at delivery rates of approximately 20 gallons per minute per dispenser, all hoses shall report accurately while in simultaneous operation.
14. The FCT shall display an error message in plain English whenever it cannot authorize the dispensing of fuel or fueling products. The error message displayed shall be reasonably descriptive, such as "invalid key", "mileage error", "incorrect fuel type", etc.
15. The FCT shall provide the ability to chain pumps. To eliminate the need for multiple transaction initializations; oil, automatic transmission fluid, coolant, etc., shall be enabled with the fuel hose.
16. The automated system shall prohibit the dispensing of fuel if the fuel dispenser nozzle is not properly inserted into the fuel filler neck and/or the vehicle/employee is not authorized or valid.
17. Fluid dispersion shall automatically stop when the specific reservoir is full.
18. Fueling products, such as oil and coolant, shall only require verification that the vehicle is authorized to obtain fuel. Odometer readings recorded for fueling product shall be transmitted to the central computer and flagged as invalid if the mileage is not within limits. Odometer reading for fueling products shall not overwrite or override the odometer reading from the last fueling transaction.
19. Accuracy of fluids delivered shall be +/- 1%.

20. FCTs shall be capable of being easily expanded to dispense and measure other fluids. That information must be captured and transmitted into CTA's MMIS system in the same manner as other data.
21. FCTs shall be activated by bus proximity (~5 feet of the terminal) and a programmable, employee RFID key fob.
22. The odometer reading reported by the vehicle-mounted equipment shall be within 0.1 mile of the vehicle's actual odometer reading per 1,000 miles. The time reported by the engine run time and engine idle time timers shall be within 0.1 hours of actual meter readings per 100 hours. The counters shall report actual counts with no variance allowed.
23. FCTs shall display bus number when ready for and during fluid dispersion.
24. All data (bus number, mileage, any/all fluids added, employee, time, date, etc.) shall be transmitted to CTA's MMIS and be available for immediate use, after fluids have been dispensed and electronic communication is ceased.
25. Any hardware, software, wiring, material, labor, etc. for data transfer shall be the sole responsibility of the Consultant and shall not interfere with or corrupt any data currently being collected or stored through other means.

**F. On-Board Communication Devices and General Bus Information**

The Consultant is responsible for all labor and material for implementing, installing, and programming an On-Board Communication Device on each individual bus of CTA's fleet. Some of CTA's buses are located at South Shops, the heavy maintenance and overhaul location for the entire bus fleet. Some buses may not be operable, due to extensive maintenance requirements. The bus fleet is made up of three bus manufacturers and four series of buses; however, all fuel access is on the curbside of the bus. All CTA buses have Clever Device Systems, Ubisense RealTime Vehicle Locator Systems and video surveillance systems.

The On-Board Communication Devices shall include, but not be limited to the following requirements:

1. The life miles of the bus shall be programmed into any installed on-board systems.
2. Any installed wiring and components shall be weatherproof and shall not interfere in any way with existing systems or components.

3. All installations shall be vandal proof and the use of vandal proof screws may be necessary.
4. There shall be no exposed wiring on the interior or exterior of bus.
5. All components installed shall use the existing electrical system on the individual bus and voltage/current overload protection utilized where appropriate.
6. Any work required on individual buses shall be done during off peak usage hours. The Consultant is required to remove any debris and spare parts from the bus resulting from any installation processes.
7. All buses, regardless of location and state of repair, are to be fitted with appropriate material and to be functional with the new BFMS.
8. Any hardware utilized shall be stainless steel.
9. All buses shall be fitted with a device capable of communicating through J1708 or J1939 bus networks.

**G. Bus Garage(s) Installation**

The Consultant shall complete all necessary work at times determined by the Project Manager. This may include performing work on nights and/or weekends.

Each garage has unique schedule requirements, bus fleets, environments, fuel islands and personnel responsibilities. It is the Consultant's responsibility to work within the constraints of each garage schedule, maintenance requirements (both vehicle and facility) and building/fuel island characteristics.

Attached as Exhibit 4 is a chart of each garage fuel and fluid characteristics. There are no fuel islands at South Shops.

At no time shall the Consultant's work prevent buses from being fueled. At least three fuel islands shall be operable at all times at each individual garage, during the course of any Consultant performed work. The Consultant is responsible for the following requirements at all garages and South Shops:

1. Consultant shall use CTA's existing power and lighting.



2. Consultant is responsible for removal and cleanup of any material and debris after installation is complete.
3. It shall be the responsibility of the Consultant to provide its own manpower, tools, safety equipment, fire extinguishers etc.
4. The Consultant shall immediately notify CTA in the event of existing or potential safety hazard(s) prior to, or as the result of, any work or installation of material in the fuel island area.

#### **H. Radio Frequency Identification (RFID) Key Fobs**

The Consultant shall provide a minimum of 700 programmable key fobs, 4 programming devices, and the hardware and software necessary to program the key fobs, by individual employee. The key fobs must be durable, weatherproof, and alike.

#### **I. Data Reconciliation**

The Consultant shall be responsible for the integrity of the BFMS data reconciliation, including, but not limited to the following:

1. The system shall provide a means, at each garage, by which fluid dispersion may be analyzed by bus and by individual FCT's, in MMIS.
2. At each garage, the Consultant shall provide a means to determine oil dispersed at all fuel islands versus oil dispersed at oil change areas, compared to overall oil usage for that particular garage, in MMIS.
3. The BFMS shall have the capability to monitor, record, and broadcast fluid reconciliation in a real time basis for each location in MMIS.
4. The Consultant's software shall allow for its standard detailed reports and be compatible with Excel. The summary reports must be available in a variety of formats including, but not limited to: hourly, daily, weekly, monthly, summary by location, summary by system, etc.

#### **J. Training and Instruction Manuals**

The Consultant is required to provide hands-on operational and maintenance training for the new BFMS and all components of the system. Training shall be made available for up to 25 CTA personnel at each garage and other designated locations to be determined by the Director, Bus Maintenance. The training instruction shall range from BFMS system operation to maintenance and include 24 hour training flexibility the first week of installation of the BFMS at each garage.

Prior to the development of training, the Consultant shall arrange meetings with the Director, Bus Maintenance and other required CTA staff to review the specific objectives of the training courses and material. All training shall be in accordance with a CTA approved plan submitted to the Director, Bus Maintenance.

Review and acceptance of 25 instruction manuals for each location shall be completed 1 week prior to conducting the first training course. The instruction manuals shall include but not be limited to: fuel island procedures, troubleshooting all aspects of the system, data extraction and MMIS interaction, programming of any programmable devices, software utilization, training with regard to quantification and calibration.

The Consultant shall train and troubleshoot basic BFMS functional errors including data management and reconciliation.

**K. Spare Parts and Availability**

The Consultant shall provide 100 spares of On-Board Bus Communication Devices Section III, F hardware, software and 5 additional programming devices.

The Consultant shall submit a list of all OEM spare parts, part numbers, and current costs.

**L. Maintenance and Warranty**

The Consultant is required to perform all routine maintenance for two years and provide all warranty repairs, including labor and any material, for two years after final approval testing for the entire BFMS and all components of the system.

1. A mutually agreed upon routine maintenance schedule shall be created prior to Contract execution and all routine maintenance must be performed per the agreed upon schedule for 2 years after final approval testing of complete BFMS.
2. Consultant shall provide written proof, signed by the Project Manager, of all routine maintenance performed, at the time maintenance is performed.
3. The Consultant shall provide the necessary manpower, material and software to have any malfunctioning component of the BFMS repaired within 12 hours of notification.
4. If any failure results in more than one fuel island unable to dispense fuel at a particular garage, the Consultant shall provide the necessary manpower, material and software to have all malfunctioning components of the BFMS repaired within 4 hours of notification.

5. If any failure results in data from any of the locations/islands being corrupt or incorrect, the Consultant shall provide the necessary manpower, material and software to have all malfunctioning components of the BFMS repaired within 4 hours of notification.
6. The Consultant must provide a local point of contact available 24 hours a day, 7 days a week for service calls.
7. The guarantee on parts replaced or repaired under warranty shall extend for two years from the time of replacement or repair.
8. The Consultant shall demonstrate each fuel island's accuracy of delivered fuel and provide subsequent quarterly quantification checks and subsequent calibration for the first 24 months after the date of final approval testing.
9. Consultant shall demonstrate mileage accuracy of a particular bus, at the Authority's discretion, during the course of the two year routine maintenance agreement.

**M. Quality Assurance/Quality Control Program**

The Consultant shall have an established quality assurance/quality control program in place for approval by the Director, Bus Maintenance prior to issuance of Notice to Proceed (NTP).

**N. Key Personnel**

The Consultant's project manager and other essential personnel as specified in the Qualification Proposal Requirements will have proven operational and managerial experience for successful implementation and installation of a BFMS for vehicle fleets. The project manager shall not be changed without prior notice to the CTA, and any new project manager must be of equal or better qualifications and shall be subject to the CTA's approval. The CTA reserves the right to require that the Consultant replace any employee staffed by the Consultant pursuant to the Contract.

**O. Disadvantaged Business Enterprise**

The Consultant must comply with the DBE participation requirements detailed in Exhibit 5 Special Conditions Regarding DBE Requirements. The DBE goal set for this project is 5%. Proposers must identify the percentage of participation of each identified DBE firm and will indicate the commitment of the Proposer to utilize each identified DBE firm substantially as proposed. All DBE firms proposed for this RFP must be certified by the Illinois Unified Certification Program.

**P. Milestones**

1. Within 10 days from NTP, Consultant will deliver, implement, install and complete the following for approval by the Director, Bus Maintenance:
  - a. Provide prototype for on-board communication system installation and hardware for all series buses assigned to 77<sup>th</sup> Street Bus Garage.
  - b. Remove one existing EJ Ward FCT and install one new FCT prototype at 77<sup>th</sup> fuel island with fuel and oil usage monitored.
  - c. Implement and install software and MMIS interface at 77<sup>th</sup> Street Bus Garage.
  - d. Demonstrate successful data migration to MMIS at 77<sup>th</sup> Street Bus Garage.
  - e. Deliver 50 key fobs with the software and hardware necessary to program.
  - f. Deliver of On-Board Communication software, hardware and one programming device.
  - g. Provide all required training manuals.
  - h. Train 5 people on all aspects of the BFMS at 77<sup>th</sup> Street Bus Garage.
2. Within 20 days from NTP, Consultant will implement, install and complete the following for approval testing by the Director, Bus Maintenance:
  - a. Installation of vehicle identification hardware for all buses assigned to 77<sup>th</sup> Street Garage (approximately 240 buses).
  - b. Removal of 2 additional EJ Ward FTCs and installation of 2 replacement functional FCTs at 77<sup>th</sup> Street.
  - c. Implementation and installation of functional oil change FCTs, with MMIS interface and usage/reconciliation training for 3 people at 77<sup>th</sup> street.
  - d. Provide necessary training for 20 people at 77<sup>th</sup> Street to the satisfaction of the Project Manager.
3. Within 30 days from NTP, Consultant will complete the following for final approval testing by the Director, Bus Maintenance:
  - a. BFMS full operation and performance for final approval of the Scope of Services at the 77<sup>th</sup> Street Bus Garage.
  - b. All necessary training at the 77<sup>th</sup> Street Bus Garage to the satisfaction of the Project Manager.

4. Subsequent to final approval testing of the 77<sup>th</sup> Street Bus Garage BFMS full operation and performance, the remaining six bus garages listed in Exhibit 4 are required to be completed and in full operation within 25 days per garage and inside the same milestones of Section III, P, 1-3 above. Any remaining material due (key fobs, programming devices, etc.) is to be delivered to the Director, Bus Maintenance.

**Q. Comprehensive Implementation Plan**

The Consultant will submit a Comprehensive Implementation Plan for each location, all tasks, resources and dates for transitioning from the CTA's current BFMS to full operation and performance of the BFMS Scope of Services.

The Consultant's Comprehensive Implementation Plan must be approved by the Director, Bus Maintenance prior to implementing the Scope of Services.

**IV. PROPOSAL REQUIREMENTS**

The CTA seeks a Contract that provides the best overall value to the Authority. A form of the proposed Contract is attached hereto as Exhibit 6. The Proposal must incorporate in a section-by-section basis, sufficient information to convey the Proposer's thorough understanding of the complete BFMS being requested and to enable the CTA to arrive at a sound determination as to whether the Qualifications Proposal, Technical Proposal, and Price Proposal meet CTA's requirements, without any additional information from or discussion with the Proposer. The CTA is seeking innovative options for accomplishing the delivery of the Scope of Services and Proposals should include all available options to meet CTA's stated objectives.

Sections must be separated by labeled tabs and organized in accordance with submittal requirements. All Proposals must be tabbed to reflect the submittal content requirements as follows:

**A. Cover Letter**

The cover letter must include a brief history of the Proposer's organization and operation, a statement committing to meet the Scope of Services, and a commitment to meet the DBE participation requirements, including the Proposing firm's policy and approach to utilization of disadvantaged firms. The cover letter must be signed by the owner, company president, or other officer of the Proposer who is authorized to bind the Proposer contractually.

**B. Organization of Qualifications Proposal**

The Qualifications Proposal will consist of three numbered sections which reflect the information requested below. Each section will be clearly marked and separated by tabs. Each section will include a Table of Contents followed, where applicable, by a complete description of the requested qualification information.

**1. History of Past Performance**

The Proposer will preferably have five years experience providing Bus Fuel Management Systems similar in size and complexity as identified in Scope of Services, Section III to government, public entities, or private entities.

- a. Attach as SCHEDULE ONE a list of five similar contracts over the course of the past five years which demonstrates the Proposer's qualifications. For each contract include a narrative describing the scope of services, fleet size, the name and address of the client, contract start date, contract completion schedule, contract end date, contact name, alternate contact, and telephone numbers of references. The narrative will not exceed two pages for each contract identified. A minimum of three contracts is required over five years.
- b. Attach as SCHEDULE TWO a list of previous examples of the Proposer's experience with Assetwork MMIS integration with data extrapolation and BFMS expandability on contracts of similar size and complexity over the past five years. Include sample printouts, generated in Assetworks MMIS, with data captured in FCT's.
- c. Attach as SCHEDULE THREE the Proposer's Quality Assurance/Quality Control Program, Routine Maintenance Schedule and the Proposer's local repair accessibility and typical response time.

**2. Key Personnel and Organizational Structure**

The proposal must include Key Personnel qualifications dedicated to this Contract and shall include the following:

- a. An organization chart showing the proposed management and team structure and functional description of the roles and responsibilities to be assigned to each position. Identify the project manager and any other key personnel necessary to meet the responsibilities to complete the Scope of Services as described in Section III. The Project Manager will preferably have more than five years experience as project manager with respect to a contract of comparable size and scope.

Ideally the Proposer will identify two or more persons each having more than five years BFMS project management experience. Three years project management experience is required.

- b. Resumes and qualifications or other documentation for all Key Personnel including each individual's relevant experience and dates related to that experience as identified.
- c. A detailed staffing plan including sub-consultants showing the necessary staff and percentage of time each staff member will be assigned to this Contract.
- d. Description of the portion of the Scope of Services to be performed utilizing the Proposer's own workforce and any portion of the Scope of Services that will be subcontracted, including a detailed description of all service to be subcontracted.

### **3. Financial Qualifications**

The Proposer must have sufficient financial strength and resources and the capability to finance the Scope of Services to be performed and service the Contract in a satisfactory manner.

- a. Provide a copy of the Proposer's audited financial statements (including balance sheet and income statements) for the last five years, together with the financial statements of any parent or affiliate of the Proposer for the same period. If audited statements are not available, Proposer will submit sufficient financial information to establish financial capacity.
- b. Provide at least two-bank credit references, including the name, position and current telephone number for each bank representative.

### **C. Organization of the Technical Proposal**

The Technical Proposal will consist of the two numbered sections as listed below:

- 1. A detailed breakdown of the Proposer's Comprehensive Implementation Plan for the Scope of Services, Section III, separated by tabs as set forth below:

- a. Comprehensive Implementation Narrative – include a detailed narrative explaining the Proposer’s overall implementation strategy, methodology and approach to meeting each section of the Scope of Services , Section III, A – Q and achieving the Milestones, Section III - P at a minimum. The narrative must explain the Consultant’s minimization plan for interruptions to CTA’s normal scheduled and unscheduled garage operations and employee activities.
  - b. Comprehensive Implementation Tasks – include all detailed tasks the Proposer deems necessary to fulfill each requirement of the Scope of Services , Section III and the time and resources to complete each task within the Milestones, Section III - P in a Gantt-type chart. The comprehensive implementation tasks shall at a minimum emphasize the following critical requirements:
    - (i) Implementation and Installation for each Location;
    - (ii) Software & MMIS Interface;
    - (iii) Training and Support; and
    - (iv) Time Frames for each Task Completion.
2. One DVD demonstrating the Proposer’s BFMS operation. The DVD shall demonstrate the overall functionality of the system and facility installation.

**D. Organization of the Price Proposal**

Proposers must complete three original Price Proposal Forms and submit under separate cover the following items:

1. Price Proposal Forms Exhibit 9;
2. DBE Requirements as required by Exhibit 5, completed Schedules B, or C, and D as appropriate;
3. Spare Parts List of all OEM parts, part numbers and current cost, Section III, K; and
4. Exhibit 11 – Certifications and Submittal Forms a – j

Pricing shall remain fixed throughout the life of the Contract, including option years, should CTA decide to exercise services beyond the base Contract.



#### **E. Table of Exceptions**

If the Proposer takes any exception to any of the requirements of this RFP, or any Exhibits to the RFP, the Proposer must identify these exceptions in Exhibit 11.i. The table must list each specific exception or item of non-conformance by: 1) page, 2) section 3) specific language, term or requirement, and 4) specific nature of the exception or non-conformance. Failure to claim any item of exception or non-conformance in the Proposal will preclude a Proposer from raising such exception or non-conformance thereafter. Listing an exception does not commit the CTA to grant the exception.

#### **V. PROPOSAL SUBMISSION REQUIREMENTS**

Proposals must be submitted in accordance with the following format. The Proposal is to consist of two parts, to be bound and submitted in separate, clearly-marked envelopes, as detailed below.

**Envelope No. 1 -Qualifications and Technical Proposals (3 originals and 6 copies)**

The submittal requirements of the RFP, Section IV.A.B.C will satisfy the conditions of the Qualifications and Technical Proposals, including 1 BFMS Demonstration DVD.

**Envelope No. 2 - Price Proposals, DBE Requirements and Certifications and Submittal Forms (3 originals each)** The submittal requirements of the RFP -Section IV.D will satisfy the conditions of the Price Proposal and 1 CD of the Qualifications, Technical and Price Proposal.

Competitive sealed Qualifications and Technical Proposals will be submitted consisting of 3 originals and 6 copies and 1 DVD demonstrating the Proposer's BFMS operation. Competitive sealed Price Proposals, DBE Requirements and Submittal Forms will be submitted consisting of 3 originals of each form and submittal. All Price Proposal originals must be marked "ORIGINAL" and contain original signatures signed in ink.

By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the requirements under this RFP and that it is capable of performing the Scope of Services to achieve the objectives of the Authority.

Failure to comply with the instructions included in this Section may disqualify a Proposal from consideration. A Proposer is solely responsible for the Authority's failure to timely receive a Proposal by the Submission Date.

The Proposal should be standard 8 ½" x11" letter size paper and bound on the left vertical side with printed material on one side only. The CTA will not be responsible for any cost or expenses that may be incurred by a Proposer in preparing and submitting a Proposal in response to this RFP, or any cost or expense incurred by a Proposer before the execution of a Contract. The Proposer will be solely responsible for any and all costs associated with submitting a Proposal.

All material submitted, regardless of rejection or acceptance of such Proposal, becomes the property of the CTA and will not be returned. The CTA retains the right to require additional information from any Proposer and to determine the veracity of information provided in the Proposal. A Proposal that is found to contain inaccurate or misrepresented information may be dismissed from further consideration.

## **VI. EVALUATION CRITERIA**

The primary objective in the evaluation process is to select the Proposer best qualified to implement, install and maintain a Bus Fuel Management System. The evaluation criteria are listed in order of importance as follows:

1. Qualifications Proposal **Section IV - B**
2. Technical Proposal **Section IV - C**
3. Price Proposal **Section IV - D**

## **VII. SELECTION PROCESS**

An Evaluation Committee will evaluate all submittals in accordance with the Evaluation Criteria set forth in the **Section VI**. The Authority reserves the right to require oral presentations from Proposers. Failure of a Proposer to report for an oral presentation may be cause to dismiss that Proposer from further consideration. The Authority will not be obligated to hear oral presentations from any Proposer. Accordingly, the Proposer should not withhold any information from the written Proposal in anticipation of presenting the information in an oral presentation. The Authority has sole discretion and reserves the right to cancel this RFP, to reject any and all Proposals, or the scope of services or any part thereof, to waive any and all informalities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the Authority's best interests to do so.

## **VIII. BASIS OF AWARD**

The following describes the process by which Proposals will be evaluated and a selection made for a potential award based on best value. The approach and procedures are those that are applicable to a competitive negotiation.

### **1. Award**

- a. The Authority may award the Proposal to a Proposer that is not the lowest priced, technically acceptable Proposal, if it is determined that the additional benefit to the Authority offered is the best overall value to the Authority.

- b. The Authority may negotiate with Proposers found to be within the competitive range, after which Best and Final Offers (BAFO) may be requested.
- c. Proposers are advised that an award may be made without discussion or contact with the Proposers concerning the Proposals received.  
Proposals should, therefore be submitted initially on the most favored terms the Proposer can submit. The Authority does, however, reserve the right to conduct discussions.
- d. Price evaluation will be based on the total price to the Authority for the Contract requirements, including options as shown on the Price Proposal Forms.

## **2. Responsibility of Proposer**

- a. The Authority reserves the right to reject any Proposal from any person, firm or corporation that is in arrears or is in default to the Authority upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligations to the Authority, or had failed to perform faithfully any previous contract with the Authority.
- b. An award will only be made to a responsible Proposer that has been found by the Authority to be responsible both financially and technically and has the capability to perform the Scope of Services in accordance with the requirements of this RFP and the Contract.
- c. The Proposer must demonstrate sufficient financial resources and capability to finance the work to be performed and complete the Contract in a satisfactory manner as measured by the information provided in the Qualifications Proposal – Financial Qualifications.

## **IX. ADDENDA TO CONTRACT DOCUMENTS**

An addendum becomes part of the Contract Documents and constitutes changes to the same. Addenda will not be issued later than ten working days prior to the Proposal Submission Date. Addenda issued within ten days of the Proposal submission will contain a provision postponing the date of Proposal submission to a date that will allow Proposers adequate time to respond. Proposers will acknowledge receipt of each Addendum issued in space provided on the execution page in Exhibit 10.

## **X. WITHDRAWAL OF PROPOSALS**

Proposers may withdraw their Proposals at any time prior to the Submission Date. However, no Proposal may be withdrawn, modified or cancelled for a period of 120 days after the Submission Date.

## **XI. CONSIDERATION OF PROPOSALS**

The Authority reserves the right to postpone the Proposal Submission Date and to reject any or all Proposals or any part thereof. The Authority further reserves the right to excuse informalities in a Proposal when, in the judgment of the Authority, the best interest of the Authority will be served and the spirit of competition will be maintained.

## **XII. OPENING OF PROPOSALS**

Proposals will not be publicly opened. All Proposals and evaluations will be kept strictly confidential throughout the evaluation, negotiation, and selection process. Only members of the Evaluation and Selection Committees and other Authority officials, employees, and agents having a legitimate interest will be provided access to the Proposals and evaluations during this period.

## **XIII. ACCEPTANCE OF PROPOSALS**

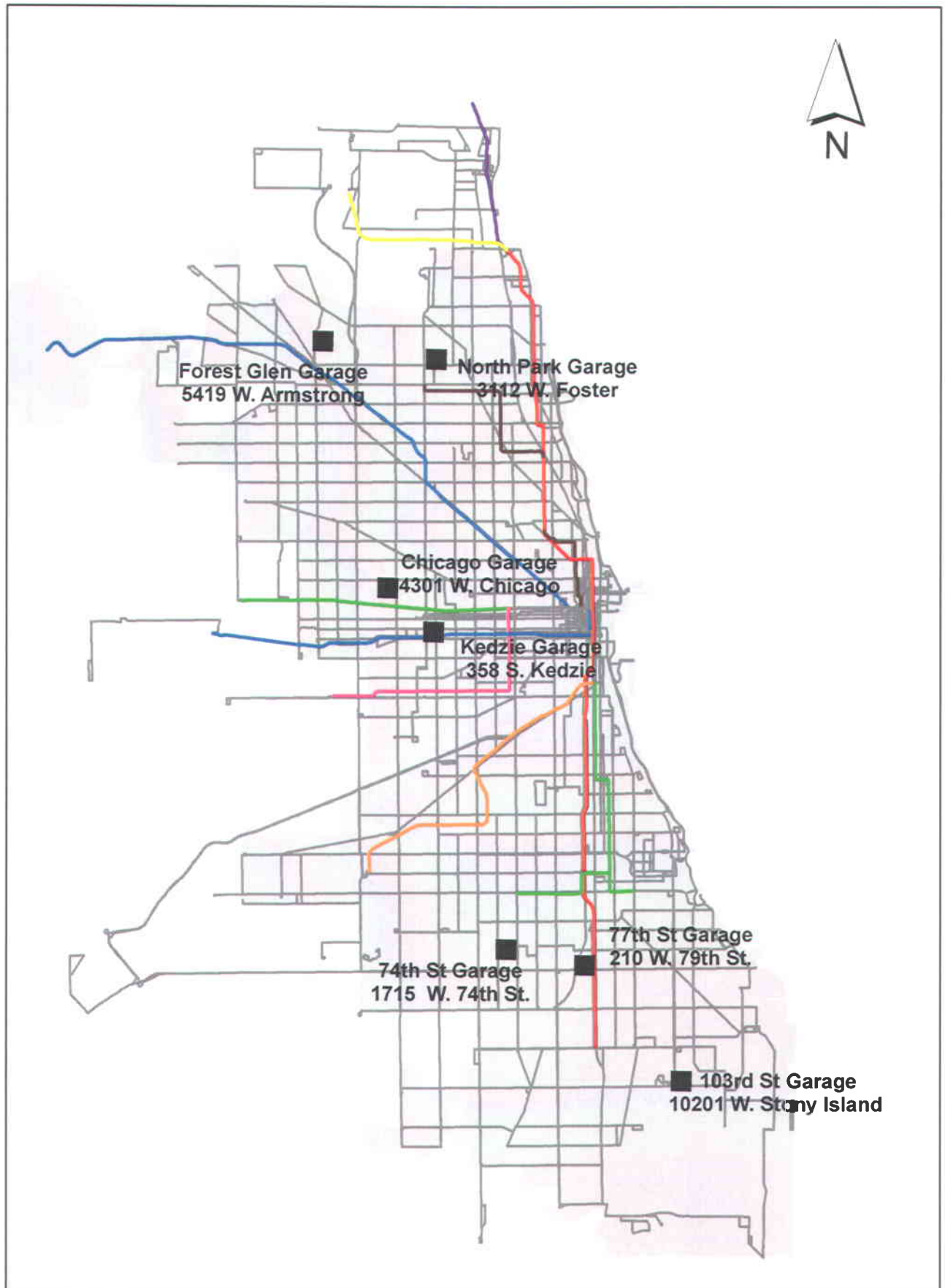
The Authority reserves the right to reject any and all Proposals for sound business reasons, to undertake discussions with one or more Proposers, and to accept that Proposal or modified Proposal which, in its judgment, will be advantageous to the Authority, price and other evaluation criteria considered. The Authority reserves the right to consider any specific Proposal noncompetitive if it is conditional or not prepared in accordance with the instructions and requirements of this RFP. The Authority reserves the right to waive any defects, or minor informalities or irregularities in any Proposal which the Authority in its sole discretion determines do not materially affect the Proposal or prejudice other Proposals.

## **XIV. CONFLICT OF INTEREST**

The Proposer understands and agrees that the Proposer is prohibited from performing any work or services for the Authority which conflicts with the role of the Proposer in any other Contracts between the Proposer and the Authority. The Proposer understands and agrees that the restrictions provided in this paragraph are applicable to all sub-consultants, which are to be used by the Proposer for the proposed services. The Proposer has sole responsibility for compliance with this provision.

**EXHIBIT 1**  
**Map of Bus Garages and Heavy Maintenance Facility**

# Bus Garages



**EXHIBIT 2**  
**CTA's Current Bus Fleet**

**Exhibit 2 – CTA's Current Bus Fleet \***  
**Requisition C10FR101025496**  
**RFP for Bus Fuel Management System**

Bus Series	Chicago	Forest Glen	Kedzie	North Park	74 <sup>th</sup>	77 <sup>th</sup>	103 <sup>rd</sup>	Total # In Series
New Flyer AC/Lift '06-'07	225	60	207	161	164	75	157	1049
New Flyer Artic AC/Lift '08-'09			58	102			48	208
Nova AC/Lift '00-'01	46	160		20	104	149		479
Optima AC/Lift '06-'07		19				10	16	45
<b>Total # Buses</b>	<b>271</b>	<b>237</b>	<b>262</b>	<b>281</b>	<b>268</b>	<b>237</b>	<b>225</b>	<b>1781</b>

\* This is an approximate number of buses in garage locations. South Shops holds approximately 100 buses for maintenance. The number of buses under maintenance at South Shops changes daily.



**EXHIBIT 3**  
**CTA's MMIS Interface Requirements**

**Exhibit 3 – CTA's MMIS Interface Requirements**  
**Requisition C10FR101025496**  
**RFP for Bus Fuel Management System**

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**Interface Requirement: Bus Fuel Management System -> MMIS**

CTA's Bus and Rail Maintenance Departments use a web-based work order system to track maintenance history as well as schedule maintenance work on its revenue fleet of vehicles. The Maintenance Management Information System (MMIS) is driven by vehicle mileages, which come via a web service XML from CTA's current fueling system. It is crucial to the daily operations of Bus Maintenance that vehicle mileage is accurate and delivered in a timely manner to MMIS in order to adhere to the specified vehicle maintenance schedules.

The chosen proposer will be required to build a real-time, one-way interface from the new Bus Fueling Management System (BFMS) to CTA's MMIS system. The vendor will be required to work with AssetWorks, the software vendor that provides the MMIS system to CTA, in order to develop a comprehensive Technical Interface Specification.

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**Data Elements Required**

MMIS will require the following data elements on a real-time basis for each bus for every fueling/fluid transaction:

- Bus #
- Odometer
- Qty of Fuel (gallons)
- Qty of Oil (gallons)
- Employee ID
- Date/Time
- MPG Since Last Fueling
- Lifetime MPG

**EXHIBIT 4**  
**Bus Garages and Heavy Maintenance Facility**  
**Fuel and Fluid Characteristics**

## Exhibit 4 - Bus Garage Fuel and Fluid Characteristics

Requisition C10FR101025496

RFP for Bus Fuel Management System

Garage	# Fuel Lanes	# Fluid Change Areas	# Bulk Fuel Tanks	# Bulk Oil Storage Tanks
103 <sup>rd</sup> Street	4	2	5	2
77 <sup>th</sup> Street	6	2	6	4
74 <sup>th</sup>	4	2	5	1
Kedzie	5	2	5	7
Chicago	4	3	4	4
North Park	4	2	5	2
Forest Glen	4	2	4	1
South Shops	0	0	0	0
Total	31 Replacement FCT's	15 New Installation FCT's	34	21

**EXHIBIT 5**  
**Special Conditions DBE Requirements**

**SPECIAL CONDITIONS  
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT  
REQUEST FOR PROPOSALS AND LETTERS OF  
INTEREST AND QUALIFICATIONS  
C10FR101025496**

**I. POLICY AND TERMS**

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

**Disadvantaged Business Enterprise Goal: 5%**

- C. **The submitted proposal is to include a written commitment that the proposer will comply with the DBE goal by utilizing a DBE firm as a joint venture partner and/or a subcontractor.**
- D. The DBE participation goal shall be expressed as a percentage of the total contract price. 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. **Any evidence of good faith efforts to utilize a DBE joint venture partner must be submitted with the sealed proposal or the proposal will be rejected in its entirety.**
- E. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options, and change orders. The proposer agrees to make its best effort to include DBE participation in any contract modification work.
- F. The goal may be met, as further explained in Section IV hereof, by the proposer's status as a DBE, **by a joint venture** with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section V hereof.
- G. A proposer 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 proposer **must** be included in the envelope or package containing the proposal.
- H. The Authority prohibits agreements between a proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers.

**II. DEFINITIONS**

- A. **"Area of Specialty"** means the description of the DBE's business, which has been determined by the 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 proposer to determine the capability and capacity of the DBE firms to satisfactorily perform the work proposed.**

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

- F. “LIQ”** means a Letter of Interest and Qualifications.
- G. “Proposal”** includes the following Authority purchasing requests: Request for Proposals (RFP).
- H. “Proposer”** includes bidders, consultants and contractors as well as proposers. The terms “Proposer,” “Consultant,” “Bidder” and “Contractor” may be used interchangeably in these Special Conditions.
- 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 \$22.41 million, or as revised from time to time, 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.

L. **“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 proposal submitted to the Authority.

### IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

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

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

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



DBE participation shall be counted toward the DBE goal in the contract as follows:

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

**V. GOOD FAITH EFFORTS**

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

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

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

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

#### **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 proposer 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 proposal met the DBE goal and/or showed good faith efforts to do so.
- B. The Authority's Reconsideration Officer will review the evidence presented by the proposer and issue a written determination that the proposer 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 proposer 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 proposal or upon request from the Authority prior to award of the Proposal.

## VII. PROCEDURE TO DETERMINE COMPLIANCE WITH PROPOSAL REQUIREMENTS

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

### A. Letters of Certification

- 1. A copy of each proposed DBE firm's current Letter of Certification or Re-certification from the IL UCP must be submitted with the proposal. **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 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 proposal opening. Further, the DBE's request must be agreed to by the General Manager, DBE Program, and the DBE firm must be certified prior to **DUE DATE OF PROPOSALS**.

### B. Joint Ventures

- 1. Where the proposer proposes to include in its proposal a DBE, which is a joint venturer, the proposer must submit a fully executed copy of the joint venture agreement with its proposal. The joint venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work

to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.

2. Further, the proposed joint venture agreement shall include specific details related to: 1) contributions of capital and equipment; 2) work items to be performed by the DBE's own forces; 3) work items to be performed under the supervision of the DBE; 4) the DBE management, supervisory and operating personnel to be dedicated to the performance of the project; and (5) the authority of each joint venturer to contractually obligate the joint venture and to expend funds. Failure to submit a copy of the joint venture agreement will cause the firm to be considered by the Authority to be non-responsible.

## **VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT**

- A. The proposer shall, within five (5) calendar days of contract award, or prior to any work being performed by the DBE subcontractor, execute written subcontracts or purchase orders with the DBE subcontractors included in the proposal. In the event the proposer cannot complete the agreement with one or more DBE subcontractors within this five day period, the proposer must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the General Manager, DBE Program. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the proposer and its subcontractors must contain a prompt payment clause as set forth in Section IX herein.
- B. During the term of annual contracts, the proposer 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 proposer'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 proposer'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, 567 W. Lake Street, P.O. Box 7562, Chicago, IL 60680-7562.

## **IX. PROMPT PAYMENT TO SUBCONTRACTORS**

- A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) calendar days after the Contractor has received payment from the Authority. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment within 5 days of the date that the Contractor has received payment from the Authority.
- B. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment of Retainage within fourteen (14) calendar days of the date that the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work.

- C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
- D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E. The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of, canceled checks (if requested), invoices and the Contractor's sworn statement that it has complied with the prompt payment requirements. 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.
- F. Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

#### **X. DBE SUBSTITUTIONS**

- A. Arbitrary changes by the proposer of the commitments previously indicated in **Schedule D** are prohibited. No changes may be made by the proposer to the DBE firms listed on Schedule D after the opening of proposals but prior to contract award. However, in the event the Purchasing Agent, after consulting with the DBE Department, determines that a critical DBE subcontractor is non-responsible, the Authority may require that proposer replace the non-responsible DBE subcontractor prior to contract award. In that event, proposer must replace the non-responsible DBE subcontractor with a responsible, certified DBE subcontractor or show adequate good faith efforts as set forth Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the General Manager, DBE Program for such substitution.
- B. Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C. It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:
  - 1. The Contractor must immediately notify the General Manager, DBE Program, in writing, of the proposed substitution of subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
  - 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
  - 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more

advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).

4. If the subcontractor to be substituted for the DBE is not a DBE, the Contractor must show adequate good faith efforts as set forth in Section V hereof.
5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute subcontractor and the dollar value and scope of work of the proposed subcontract. If the new subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.
6. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar 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) calendar 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 proposal constitutes a material breach of contract. The General Manager, DBE Program, shall have the discretion to recommend to the Authority's Purchasing Agent that the Purchasing Agent apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; and debarring or suspending the Contractor from entering into future contracts with the Authority.
- B. The failure by the Contractor to use a DBE subcontractor to the extent the Contractor committed to use said DBE, gives the underutilized DBE 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.
- D. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

The Contractor agrees to include this assurance in all subcontracts.

## **XII. RECORD KEEPING**

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

The proposer must also create a bidders list, consisting of information about all subcontractors that submitted a proposal or quote. The bidders 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 proposer is directed to demonstrate good faith efforts to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of proposer's willingness to do business with DBEs. Information about such institutions is available in

the Authority's DBE Program Directory, which is available on-line at [www.transitchicago.com](http://www.transitchicago.com) and a hard copy is available at the Authority's DBE Program Office, 567 West Lake Street, 4<sup>th</sup> floor, Chicago, Illinois 60661-1498.



# DBE Assistance Agencies

*The following agencies are available to prospective bidders for assistance.*

<p><b>Alliance of Business Leaders &amp; Entrepreneurs (ABLE)</b>  150 N. Michigan Ave., Suite 2800  Chicago, IL 60601  Phone: (312) 624-7733  Fax: (312) 275-7841  Website: <a href="http://www.ablechicago.com">www.ablechicago.com</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>	<p><b>Black Contractor United (BCU)</b>  400 W. 76<sup>th</sup> St., Suite 200  Chicago, IL 60620  Phone: (773) 483-4000  Fax: (773) 483-4150  Website: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>
<p><b>Chatham Business Association (CBA)</b>  8441 S. Cottage Grove Ave.  Chicago, IL 60619  Phone: (773) 994-5006  Fax: (773) 994-9871  Website: <a href="http://www.cbaworks.org">www.cbaworks.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>	<p><b>Chicago Minority Business Development Council, Inc. (CMBDC)</b>  105 W. Adams  Chicago, IL 60603  Phone: (312) 755-8880  Fax: (312) 755-8890  Website: <a href="http://www.cmbdc.org">www.cmbdc.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>
<p><b>Chicago Urban League (CUL)</b>  4510 S. Michigan Ave.  Chicago, IL 60653  Phone: (773) 285-5800  Fax: (773) 285-7772  Website: <a href="http://www.thechicagourbanleague.org">www.thechicagourbanleague.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>	<p><b>Federation of Women Contractors (FWC)</b>  5650 S. Archer Ave.  Chicago, IL 60638  Phone: (312) 360-1122  Fax: (312) 360-0239  Website: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>
<p><b>Hispanic-American Construction Industry Association (HACIA)</b>  901 West Jackson Blvd., Suite 205  Chicago, IL 60607  Phone: (312) 666-5910 ext. 22  Fax: (312) 666-5692  Website: <a href="http://www.haciaworks.org">www.haciaworks.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>	<p><b>Illinois Hispanic Chamber of Commerce (IHCC)</b>  111 W. Washington Blvd., Suite 1600  Chicago, IL 60602  Phone: (312) 425-9500 / (312) 492-9960  Fax: (312) 425-9510  Website: <a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>

## DBE Assistance Agencies (Continued)

<p><b>Philippine American Chamber of Commerce of Greater Chicago (PACCGC)</b>  3413 N. Milwaukee Ave.  Chicago, IL 60641  Phone: (773) 545-4330  Fax: (773) 545-4373  Website: <a href="http://www.paccgc.org">www.paccgc.org</a></p> <p><b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>	<p><b>Women's Business Development Center (WBDC)</b>  8 S. Michigan Ave., 4<sup>th</sup> Floor  Chicago, IL 60603  Phone: (312) 853-3477  Fax: (312) 853-0145  Website: <a href="http://www.wbdc.org">www.wbdc.org</a></p> <p><b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>
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*Project information and current DBE directory of certified local and out-of-state companies are available.*

<p>Chicago Transit Authority  <b>Project Information</b>  c/o Marina Popovic  Purchasing Department  567 W. Lake St.  P.O. Box 7560  Chicago, IL 60680-7560  Phone: (312) 681-2400  Fax: (312) 681-2405  E-mail: <a href="mailto:mpopovic@transitchicago.com">mpopovic@transitchicago.com</a></p>	<p>Chicago Transit Authority  <b>DBE Directory</b>  c/o Enrique Orozco, Jr.  Diversity &amp; Small Business Compliance Programs Dept.  567 W. Lake St.  P.O. Box 7562  Chicago, IL 60680-7562  Phone: (312) 681-2600  Fax: (312) 681-2605  E-mail: <a href="mailto:eorozco@transitchicago.com">eorozco@transitchicago.com</a></p>
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## Schedule B AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

- I. **Name of joint venture:** \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
\_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_
- II. **Identify each non-DBE venturer(s):**  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning DBE compliance: \_\_\_\_\_
- III. **Identify each DBE venturer(s):**  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning DBE compliance: \_\_\_\_\_
- IV. **Describe the role(s) of the DBE venturer(s) in the joint venture:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. **Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces; (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.
- VI. **Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer.**
- VII. **Ownership of the Joint Venture:**  
A. What is the percentage(s) of DBE ownership in the joint venture?  
DBE ownership percentage(s): \_\_\_\_\_  
Non-DBE ownership percentage(s): \_\_\_\_\_

**Schedule B**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

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

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

1. Sharing of profit and loss: \_\_\_\_\_

2. Capital contributions:

(a) Dollar amounts of initial contribution: \_\_\_\_\_

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

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

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

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

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

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

A. Joint venture check signing:

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

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

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

**Schedule B**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

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

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D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: \_\_\_\_\_

2. Major purchases: \_\_\_\_\_

3. Estimating: \_\_\_\_\_

4. Engineering: \_\_\_\_\_

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**IX. Financial Controls of Joint Venture:**

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

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

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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?

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

[illegible]

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

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

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

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**Schedule B**  
**AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE**

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

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

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

\_\_\_\_\_  
Name of DBE Partner Firm

\_\_\_\_\_  
Name of Non-DBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant (Type or Print)

\_\_\_\_\_  
Name and Title of Affiant (Type or Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed Officers of

\_\_\_\_\_  
(Name of Joint Venture)

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

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

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

**SEAL**





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

**Sub-Contracting Levels**

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

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

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

**NOTICE:** IF MORE THAN THIRTY PERCENT (30%) OF THE DOLLAR AMOUNT OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE ATTACHED TO THIS SCHEDULE.

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

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

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

\_\_\_\_\_  
Name/Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

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

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

\_\_\_\_\_  
Name/Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed Officer

\_\_\_\_\_  
(Name of DBE company)

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

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

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

**SEAL**

## Schedule D: DBE UTILIZATION PLAN

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

Name of Project/Contract: \_\_\_\_\_

Requisition No.: \_\_\_\_\_

Job Order No.: \_\_\_\_\_

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

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

\_\_\_\_\_ and duly authorized representative of  
(Title of Affiant)

(Name of Prime Contractor)

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

[illegible]

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

**Schedule D:  
AFFIDAVIT OF PRIME CONTRACTOR**

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

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

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

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

\_\_\_\_\_  
(Name - Please Print or Type)

\_\_\_\_\_  
(Phone)

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

\_\_\_\_\_  
(Name of Prime Contractor - Print or Type)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title of Affiant - Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the

\_\_\_\_\_  
(Title of Affiant)

\_\_\_\_\_  
(Name of Company)

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

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

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

**SEAL**

## **NAME OF PRIME BIDDER**

### **BIDDERS LIST**

**BID NO.** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**JOB ORDER NO.** \_\_\_\_\_

**BID DUE DATE:** \_\_\_\_\_

**BUS. PHONE NO.** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

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

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

<b>FIRM NAME</b>	<b>FIRM ADDRESS</b>	<b>DBE OR NON-DBE</b>	<b>AGE OF FIRM</b>	<b>GROSS RECEIPT RANGE</b>

**EXHIBIT 6**  
**License and Professional Services Model Contract**  
**(Not for Execution)**

MODEL CONTRACT – NOT FOR EXECUTION

**LICENSE AND PROFESSIONAL SERVICES  
CONTRACT**

*between the*

**CHICAGO TRANSIT AUTHORITY**

*and*

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

**Contract Number:** \_\_\_\_\_

**Contract \$ Value:** \_\_\_\_\_

This Contract is made and entered into as of the \_\_\_\_\_, day of \_\_\_\_\_ 2009 by and between \_\_\_\_\_, with offices located at \_\_\_\_\_ (hereinafter referred to as the "Contractor"), and Chicago Transit Authority, a unit of local government and municipal corporation having its principal place of business at 567 West Lake Street, Chicago, IL 60661 (hereinafter referred to as the "Authority").

WHEREAS, the Authority requires certain licenses to software, to be provided on a contractor hosted basis, as specified herein, and certain technical support, implementation and professional services as hereinafter defined; and

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

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

**PART A, ARTICLE 1. RECITALS AND DEFINITIONS**

**1.1 Incorporation of Recitals.**

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

**1.2 Definitions.**

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

**PART A, ARTICLE 2. SCOPE OF SERVICES**

**2.1 Services and Deliverables.**

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

When the Scope of Services of this Contract requires the Contractor to prepare Deliverables, the Contractor understands that such items must receive the Authority's review and approval prior to usage and payment therefore, as provided in Section 2.6. Partial or incomplete Deliverables may be provided to the Authority only when required for a specific and well-defined purpose and when consented to in advance by the Authority. In no event will partial or incomplete Deliverables be considered as satisfying the specific submittal requirements as set forth herein. The delivery of partial or incomplete Deliverables to the Authority will in no way relieve the Contractor of its schedule or cost commitments hereunder.

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

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

## 2.2 Hosted Applications (if applicable).

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



minimum user access requirements such as Internet browser upgrades or if additional requirements are necessary in conjunction with new functionality developed.

### 2.3. Licenses.

**Authorized Users.** The software applications and services provided under this Contract may be accessed via the public or private internet or other means of access by the Authority and its officers and employees as well as the Authority's construction contractors and suppliers of any tier, architecture firms, engineering firms, construction managers, project managers and other authorized users, for purposes of planning, design and construction of the Authority's construction projects.

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

**License to Contractor.** The Authority grants Contractor a limited, non-transferable, worldwide, non-exclusive, royalty-free license to use, reproduce, electronically distribute and display the Content in connection with the applicable Collaboration Site, only as required for Contractor to perform its obligations under this Contract, and subject to the confidentiality and data protection provisions contained herein.

### 2.4 Delivery Schedule.

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

### 2.5 Site.

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

### 2.6 Approval Testing

Upon the Authority's notice that it desires testing of any Deliverable ("Approval Testing") to begin, Contractor shall commence Approval Testing. Contractor shall, by such date or dates as reasonably requested by the Authority, develop a detailed plan acceptable to the Authority, (the "Approval Testing Plan") that shall include demonstration of the functionality of the Deliverables in three major categories: (i) performance testing, including performance under load and durability testing; (ii) system reliability testing (fail-over); and (iii) feature functionality testing to verify that the Deliverables are capable of performing all features and functionality described in the Request for Proposals. Contractor and the Authority shall test the Deliverables in accordance with the Approval Testing Plan. Upon Contractor's notice to the Authority that Approval Testing has been completed (the "Testing Completion Notice"), the Authority shall have a period of not less than thirty (30) days to validate Contractor's testing results. The Authority shall then determine whether it appears: (w) the Deliverables have been properly configured; (x) the Deliverables are able to support the Authority's load and durability requirements; (y) the Deliverables have completed system reliability testing to the Authority's satisfaction; and (z) the Deliverables can successfully perform all features and functionality described in the (collectively, the "Approval Testing Criteria"). The Authority shall notify Contractor as to whether it: (i) rejects the Deliverables; (ii) preliminarily rejects the Deliverables, but believes that the errors that caused rejection can be corrected within a reasonable period of time; or (iii) accepts the Deliverables without further modification. In the event that the Authority has not so notified Contractor within thirty (30) business days of the Testing Completion Notice, or in the event that the Authority has accepted the Deliverables pursuant to clause (iii) above, the Authority shall be deemed to have "Approved" the Deliverables without further modification, and "Approval" will be deemed to have occurred. If the Authority preliminarily rejects the Deliverables pursuant to (ii) above, Contractor shall use commercially reasonable efforts for no more than ten (10) business days to correct any error, and a new Approval Testing schedule shall be set by the

Authority. If the Deliverables have not been Approved after the third such round of Approval Testing (or such other number of rounds to which the parties have agreed), the Authority may terminate this Contract and receive a full refund of all amounts paid hereunder or may allow Approval Testing to continue. Approval under this Contract shall in no way constitute "Acceptance" for purposes of the Uniform Commercial Code (the "UCC") or other applicable law, and the Authority reserves all rights available to it, under the UCC and otherwise, both before and after Approval of any Deliverable.

2.7 Technical Support.

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

2.8 Meetings.

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

2.9 Progress Reports.

The Contractor will prepare written progress reports on a Monthly basis, or as otherwise required by the Project Manager, ("Reporting Period") until the acceptance of the Deliverables included in Milestone Number 5. All reports will be submitted by the Contractor to the Authority within ten days after the close of the Reporting Period. Included within each written report will be the following:

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

2.10 Term. Maintenance of Support.

The term of this Contract will commence as of date on which both parties have executed this Contract (the "Effective Date") and continue for a period of **one (1) year** (the "Term"), provided that the licenses provided for hereunder shall be perpetual. The Contractor will commence its performance of the Scope of Services under the Contract as of the first day of the Term hereof unless the Authority notifies the Contractor that it elects to issue a Notice-to-Proceed, in which case the Contractor will commence its performance on the date set forth in the Notice-to-Proceed and Contractor must complete its performance by the last day of the Term (the "Contract Time").

Contractor may not discontinue support for any software products or services provided pursuant to this Contract: for a period of one (1) year.

### **PART A, ARTICLE 3. FEES AND PAYMENT SCHEDULE**

3.1 Contractor's Fee.

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

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

must not be construed as acceptance of defective Scope of Services, or as condoning any omission from the Scope of Services.

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

3.2 Invoices.

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

Chicago Transit Authority  
567 W. Lake Street, 4<sup>th</sup> Floor  
Chicago, Illinois 60661  
Attn: Quality Assurance Manager

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

3.3 Most Favored Customer.

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

#### **PART A, ARTICLE 4. CONTRACTOR PERSONNEL**

4.1 Key Personnel.

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

4.2 Contractor's Manager.

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

4.3 Authority's Project Manager.

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

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

5.1 Disadvantaged Business Enterprise Commitment.

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

5.2 Insurance.

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

5.3 Other Special Conditions.

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

5.4 Source Code Escrow.

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

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

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

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

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

### **6.1 Documents Incorporated by Reference.**

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

### **6.2 Order of Precedence.**

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

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

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

## **PART A, ARTICLE 7. ENTIRE AGREEMENT AND EXECUTION**

### **7.1 Entire Contract.**

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

## 7.2 Authority to Execute Contract.

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

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

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

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

## 7.3 Illinois Criminal Code Certification.

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

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

## SIGNATURES

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

### CONTRACTOR CHICAGO TRANSIT AUTHORITY

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Richard L. Rodriguez, President

\_\_\_\_\_  
Vice President, Purchasing & Warehousing

**Dated:** \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(day) (month) (year)

My Commission expires:

\_\_\_\_\_  
(Signature of Notary Public)

Authorized by Ordinance No.: \_\_\_\_\_  
of the Chicago Transit Board

\_\_\_\_\_  
Assistant Secretary

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

\_\_\_\_\_  
Attorney

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

## PART B

### PART B, ARTICLE 1. ABBREVIATIONS AND DEFINITIONS

**CFR.** Code of Federal Regulations

**DOT.** Department of Transportation

**EPA.** Environmental Protection Agency

**FTA.** Federal Transit Administration

**RFP.** Request for Proposal

**U.S.** United States

**USC.** United States Code

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

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

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

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

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

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

**Collaboration Site.** A set of world wide web pages on the Project Management System intended to enable Users to create and display Content specific to an organization.

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

**Contractor System.** The Project Management System, operated on Contractor's hosting servers or those of its hosting service provider intended to enable the Authority and Users to interact with the same via the world wide web.

**Content.** Text and graphics and any data and files in any file format provided by the Authority and/or Users or created on a Collaboration Site by the Authority and/or Users.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Project.** A project initiated by the Authority on the Project Management System.

**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.

**Project Workspace.** A Project workspace owned, developed or managed by the Authority on the Project Management System System.

**Project Management System.** The completed, integrated, operational project management system, including all software, services, equipment and other completed deliverables, operating on a hosted basis or as installed at an Authority site.

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

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

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

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

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

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

**Subcontract.** A contract between Contractor and a Subcontractor.

**User.** A single person with a unique ID and password provided by Contractor or the Authority for access to a Collaboration Site.

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

## **PART B, ARTICLE 2. GENERAL**

### **2.1 Contract Interpretation.**

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

### **2.2 Severability.**

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

### **2.3 No Waiver of Legal Right.**

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

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

### **2.4 Counterparts.**

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

### **2.5 Assigns.**

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

### **2.6 Co-operation by Parties.**

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

**2.7 No Third Party Beneficiaries.**

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

**2.8 Independent Contractor.**

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

**2.9 Consents and Approvals.**

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

**2.10 Notices.**

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

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

**PART B, ARTICLE 3. PROFESSIONAL STANDARDS AND CORRECTIONS**

**3.1 Standard of Performance.**

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

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

**3.2 Warranty of Conformity and Suitability.**

Contractor warrants that the Applications and the Contractor System will operate in substantial accordance with Contractor's standard published documentation (the "Documentation") relating to the Contractor System and attached hereto as PART C, Exhibit 9, and shall operate free of material or frequent errors or defects during the Term. No change to such Documentation shall reduce or limit the scope of this warranty

or Contractor's obligation to provide the features and functionality described in such Documentation as of the date of this Contract without the Authority's prior written consent.

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

**3.3 Non-Infringement.**

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

**3.4 Power and Authority. No Conflicts.**

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

**3.5 Date Compliance.**

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

**3.6 Disabling Code.**

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

**3.7 Services.**

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

**3.8 Documentation.**

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

**3.9 Compliance with Law.**

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

**3.10 Compatibility.**

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

**3.11 Performance Levels.**

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

**3.12 Security Compliance.**

Contractor covenants that it and its personnel and agents, including all approved subcontractors, shall at all times comply with all security regulations of the Authority (including web site security and auditing standards) that are provided to Contractor in writing by the Authority. Contractor shall ensure that all data transmissions are secured in accordance with prevailing industry standards, including, but not limited to, appropriate encryption.

**3.13 Third party software.**

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

**3.14 No Loss or Corruption of Data; Disaster Recovery.**

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

**3.15 Scalability.**

Contractor warrants that Project Management System shall be sufficiently scalable to process up to four (4) times the number of construction projects and Users specified by the Request for Proposals, and shall store all data required to be stored by the Authority without a material decrease in functionality or a material increase in response time.

**3.16 Warranty of Availability.**

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

**3.17 Remedies.**

In the event of a breach of the foregoing warranties, Contractor shall (a) use its best efforts to promptly cure any such breach within five (5) days (or such other period as is acceptable to the Authority) of receiving notice of such breach from the Authority, or (b) promptly replace the defective component with a component that meets the foregoing warranties and is functionally equivalent or superior, each at no

additional cost to the Authority. In the case of a breach of PART B, Sections 3.6 or 3.14, Contractor shall at its own costs and expense repair or restore all data lost or corrupted in connection with such breach.

**3.18 Errors and Omissions.**

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

**3.19 Correction of Services.**

The Contractor will promptly correct or re-perform all Scope of Services identified by the Authority as failing to conform to the Contract requirements at no additional expense to the Authority. If the Contractor fails or refuses to correct or re-execute the Scope of Services identified as failing to conform to Contract requirements, the Authority may correct or re-execute with similar Scope of Services and charge the Contractor for any cost to the Authority or make an equitable adjustment to the Contract Price.

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

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

**PART B, ARTICLE 4. PAYMENTS**

**4.1 Payment.**

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

**4.2 Criteria for Payment.**

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



#### **4.3 Prompt Payment to Subcontractors.**

1. The Contractor is required to pay all Subcontractors, for all work that the Subcontractor has satisfactorily completed, no later than 5 business days after the Contractor has received payment from the Authority.
2. In addition, all retainage amounts must be paid by the Contractor to the Subcontractor no later than 14 working days after the Subcontractor has satisfactorily completed its portion of the Scope of Services.
3. A delay in or postponement of payment to the Subcontractor by Contractor requires good cause and prior written approval of the General Manager, Purchasing.
4. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. The Authority will not pay the Contractor for Services performed or Deliverables submitted unless and until the Contractor certifies that the Subcontractors have been promptly paid for the work or Services they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks, and the Contractor's sworn statement that it has complied with the prompt payment requirements.
6. Failure to comply with prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to Contractor debarment.

#### **4.4 Overpayment.**

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

#### **4.5 Taxes.**

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

#### **4.6 Disputed Invoices or Charges.**

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

#### **4.7 Payment for Changes.**

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

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

### **5.1 Right to Change Services.**

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

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

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

### **5.2 Proposed Changes in Service.**

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

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

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

### **5.3 Proceed Orders and Change Orders.**

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

### **5.4 Directive Order.**

If the Authority orders Changed Services, and the Contractor and the Authority have not agreed on an adjustment to the Contract Price and/or Contract Time, the General Manager, Purchasing will issue a Directive Order directing Contractor to perform the Changed Services. The General Manager, Purchasing,

may determine an adjustment to Contract Price and/or Contract Time for the Changed Services. The decision of the General Manager, Purchasing, will be final and binding, subject only to PART B, Article 7, Disputes. The Contractor shall perform the Changed Services as directed in the Directive Order. The Contractor's refusal or failure to proceed promptly with the Changed Services as directed shall constitute an event of default.

## **5.5 Claims by Contractor.**

1. All claims made by Contractor under this Contract shall be made in accordance with the requirements stated below. The Contractor shall provide immediate oral notification to the Project Manager upon discovering any conditions or circumstances that may require an adjustment to the Contract Price and/or Contract Time. Upon notification, the Project Manager will attempt to resolve the identified issue as promptly as possible. The Contractor shall deliver written notice of such Claim to the Project Manager and the General Manager, Purchasing within fourteen (14) days of oral notice. All additional correspondence from the Contractor concerning the Claim must be sent to both the Project Manager and the General Manager, Purchasing. The written notice shall include the following information:
  - a. Documents to substantiate Contractor's proposed cost for Changed Services. The Contractor's proposed cost for Changed Services must meet the limitations and requirements set forth in PART B, Section 5.1.
  - b. Accounting records and statements and any other applicable documentation to support the claimed costs.
  - c. Data and information used to assemble the Proposal, if Proposal preparation is relevant to the disputed issue.
  - d. Each Claim shall include a sworn certification signed by the Contractor. The Contractor must certify that it has fully reviewed the Claim and has determined that the supporting data is current, accurate, and complete and, to the best of the Contractor's knowledge and belief, the amount requested reflects the Contract adjustment for which the Contractor believes the Authority to be responsible under the terms of the Contract. In addition, the certification must include a statement that the signatory is authorized to certify the Claim on behalf of the Contractor and must be signed by the Contractor's president, vice-president, or other officer who is authorized to bind the Contractor.
2. The Project Manager or the General Manager, Purchasing will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the Project Manager or General Manager, Purchasing determines that additional documentation is required to evaluate the Claim, he or she will advise the Contractor of claimed costs for which insufficient documentation has been provided to support the claimed costs, and will state the time for providing additional documentation. If the Project Manager or General Manager, Purchasing requires additional time to evaluate the Claim, the Contractor will be advised in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The determination of the Claim will be sent to the Contractor in writing by the General Manager, Purchasing. If the determination of the Claim requires an adjustment to Contract Price or Contract Time, a Change Order must be issued in accordance with PART B, Section 5.3 before that change becomes effective.
3. If the Contractor accepts the Authority's determination of the Claim, then the Claim will be handled in accordance with PART B, Section 5.3. If the Contractor does not accept the decision with respect to the Claim, then the Contractor may submit a dispute to the General Manager, Purchasing in accordance with PART B, Article 7, within thirty (30) days after receipt of the response to the Claim unless the General Manager, Purchasing extends the time, in writing. By failing to meet the time limits specified in this PART B, Section 5.5, the Contractor waives the

right to seek an adjustment to Contract Price or Contract Time. The Contractor's compliance with this process is a condition precedent to filing suit.

4. The Contractor further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this PART B, Section 5.5, shall not be subject to or diminished by any claim on the part of the Contractor that the Authority or any person acting on behalf of the Authority, directed the Contractor to make changes in the Scope of Services or had actual or constructive knowledge of any changes in the Scope of Services. The Contractor further acknowledges that the time requirements and notice content requirements of this Section have the purpose, among others, of allowing the Project Manager and the General Manager, Purchasing, to evaluate claims related to changes in the Scope of Services contemporaneously with the Scope of Services that is the subject of the Claim and to be able to make decisions that may mitigate the cost of such changes.

## **PART B, ARTICLE 6. ACCESS AND RECORDS**

### **6.1 Right of Entry.**

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

### **6.2 Audit, Inspection, and Retention of Records.**

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

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

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

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

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

**PART B, ARTICLE 7. DISPUTES**

**7.1 Disputes.**

Any dispute concerning an adjustment to Contract Price or Contract Time or concerning other matters, which under the terms of the Contract are to be resolved pursuant to this Article 7, that is not resolved by the execution of a Change Order by both the Authority and the Contractor will be decided by the General Manager, Purchasing. In addition, Contractor may initiate the dispute process by sending a Notice of Dispute to the General Manager, Purchasing. The General Manager, Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Contractor. The decision of the General Manager, Purchasing will be final and binding on the Contractor unless, within 30 days after receipt of a copy of a decision, the Contractor sends by certified mail, return receipt requested, a written appeal to the Authority's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Contractor will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Contractor unless the Contractor files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Contractor does not commence such an action for judicial review within 60 days after the Contractor receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Contractor waives all right to seek judicial review. Nothing in this Section relieves the Contractor from diligently proceeding with performance of the Scope of Services under the Contract, as directed by the Authority.

**PART B, ARTICLE 8. EVENTS OF DEFAULT AND TERMINATION**

**8.1 Termination for Cause and Notice of Default.**

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

## **8.2 Authority's Remedies upon Default.**

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

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

## **8.3 Authority's Remedies upon Termination.**

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

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

its business, unless authority to do so is granted by the Authority in writing or conferred by a court of competent jurisdiction.

**8.4 Nonexclusivity.**

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

**8.5 Court Determination.**

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

**8.6 Discretion of General Manager, Purchasing.**

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

**8.7 Termination for Convenience.**

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

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

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

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

**PART B, ARTICLE 9. INDEMNITY AND LIABILITY**

**9.1 Indemnity.**

The Contractor shall indemnify and hold harmless to the maximum extent permitted by law the Authority, its agents, Board members, officials, and employees (the "Authority Parties") against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs, and expenses that may in any manner accrue against the Authority as a consequence of the execution and award or performance of this Contract or

which may in any way result therefrom whether or not it is alleged or determined that any loss for which the Authority seeks indemnity is caused or contributed to or was caused in whole or in part through the negligent act or omission of the Contractor or its employees Board members, officials or agents or any of its Subcontractors or any of their Board members, employees, officials, agents, or subcontractors (collectively the "Contractor Parties"); provided that this indemnity will not extend to circumstances where the loss, injury, death or damage is determined to be caused solely by the negligence of the Authority.

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

In the event that the Applications or Contractor System or any part thereof become the subject of a claim for which the Authority Parties have indemnification rights under this Section, Contractor shall have the right, at its option, either to: (1) replace the Applications or Contractor System at no cost to the Authority with non-infringing software that is functionally equivalent or superior, (2) modify the Applications or Contractor System so that they become non-infringing, or (3) obtain a license for the Authority to such rights under commercially reasonable terms. In the event that (A) an injunction is issued by a court of competent and final jurisdiction barring the Authority's exercise of the license rights granted under this Contract or (B) the alternatives specified in (1), (2) or (3) above are not available to Contractor or the Authority on a commercially reasonable basis, then the Authority may terminate the license for the infringing software and Contractor shall refund to the Authority all fees paid by the Authority with respect to the infringing software and for all software impaired by the loss of such software, and shall reimburse the Authority for all direct costs associated with or arising out of the termination of such license.

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

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

## **9.2 Limitation of Liability.**

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



**9.3 Joint and Several Liability.**

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

**PART B, ARTICLE 10. TIME**

**10.1 Time is of the Essence.**

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

**10.2 Time for Changes.**

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

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

**11.1 Ownership by Contractor.**

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

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

## **11.2 Ownership by Authority.**

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

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

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

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

## **11.3 Confidential Information.**

1. The Contractor, each Subcontractor, and its and their Board members, employees, officials, Subcontractors and agents ("Contractor Parties") will keep confidential all information furnished to it by the Authority or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of the Contractor.
2. To the extent that the Authority specifically designates, orally or in writing, any information furnished by the Authority as confidential information, and with respect to all of the Authority's data ("Authority Confidential Information") such Authority Confidential Information and all information prepared by or on behalf of the Contractor based on Authority Confidential Information shall be subject to the provisions of this subparagraph 11.3.2. The Contractor will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Contractor's own most confidential information. All Contractor Parties with access to the Authority Confidential Information must sign a Confidentiality Statement certifying that such person or entity will not disclose, publish, or otherwise make available to any person or party the Authority Confidential Information protected by the Contract. The Contractor acknowledges that the disclosure of any Authority Confidential Information will give rise to irreparable injury to the Authority, which cannot be adequately compensated in damages. Accordingly, the Contractor agrees that the Authority may obtain

injunctive relief against disclosure or threatened disclosure of the Authority Confidential Information, in addition to such other remedies that may be available to the Authority in law or at equity. This paragraph of the Contract will survive the termination of this Contract.

3. To the extent that the Contractor specifically designates, orally or in writing, any information furnished by the Contractor as confidential information ("Contractor Confidential Information") such Contractor Confidential Information and all information prepared by or on behalf of the Authority based on Contractor Confidential Information shall be subject to the provisions of this subparagraph 11.3.3. Notwithstanding the foregoing, all technology or proprietary information underlying or contained in the Applications, the Project Management System and/or Contractor System shall be deemed Contractor Confidential Information without any need for designating the same as confidential or proprietary. The Authority will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Contractor's own most confidential information.
4. Contractor understands, acknowledges and agrees that this Contract may be made available for public inspection or may be disclosed pursuant to the Illinois Freedom of Information Act, without any notice to Contractor, regardless of any proprietary markings on any portions of the Contract. The Authority may also disclose this Contract, along with other information in its procurement files, to its funding agencies – FTA, RTA and IDOT.

## **PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT**

### **12.1 No Assignment of Contract.**

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

### **12.2 No Assignment of Contract Funds.**

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

### **12.3 Subcontractors.**

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

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

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

1. PART B, Section 2.1 "Contract Interpretation"
2. PART B, Section 3.1 "Standard of Performance"
3. PART B, Section 4.5 "Taxes"
4. PART B, Article 6 "Access and Records"
5. PART B, Article 8 "Events of Default and Termination" (in all subcontracts in excess of \$10,000)
6. PART B, Article 9 "Indemnity and Liability"
7. PART B, Article 11 "Ownership of Documents, Intellectual Property, Confidentiality"

8. PART B, Article 13 "Advertising and Publicity"
9. PART B, Section 15.3 "Civil Rights"
10. PART B, Section 15.4 "Illinois Human Rights Act"
11. PART B, Section 15.7 "Authority's Ethics Ordinance"
12. PART B, Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
13. PART B, Section 15.9 "Foreign Trade Restrictions"
14. PART B, Section 15.10 "Conflict of Interest"
15. PART B, Section 15.12 "No Federal Obligation to Contractor or Others"
16. PART B, Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
17. PART B, Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
18. PART B, Section 15.15 "Environmental Requirements"
19. PART B, Section 15.16 "Fly America"
20. PART B, Section 16.1 "Governing Law"
21. PART B, Section 16.2 "Jurisdiction"
22. All other provisions required by Regulations to apply to Subcontractors.

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

#### **PART B, ARTICLE 13. ADVERTISING AND PUBLICITY**

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

#### **PART B, ARTICLE 14. REPRESENTATIONS OF CONTRACTOR**

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

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

## PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS

### 15.1 Contractor's Compliance with All Laws.

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

### 15.2 Permits and Licenses.

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

### 15.3 Civil Rights.

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal Transit Law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant on the basis of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:

a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal Transit Laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Services provided under this Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with all implementing requirements FTA may issue.

b. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal Transit Law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The Contractor will send to each labor union or representative of workers with whom the representative has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority's General Manager, Purchasing, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies applied as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor must include the provisions of the above Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Federal Government contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **15.4 Illinois Human Rights Act.**

During the term of this Contract, the Contractor must:

1. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
2. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
3. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request from time to time.
4. Have written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided in Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105). A copy of the policies must be provided to the Illinois Department of Human Rights upon request.
5. The Contractor must include verbatim or by reference, the provisions of this Section 15.4 in every subcontract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, Contractor will be liable for such Subcontractor's compliance with applicable provisions of this clause; and further it will promptly notify the Authority and the Illinois Department of Human Rights in the event that any Subcontractor fails or refuses to comply therewith. In addition, the Contractor must not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

**15.5 Disclosure of Ownership.**

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

**15.6 State Energy Conservation Plan.**

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

**15.7 Authority Ethics Ordinance.**

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

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

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq.* and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Scope of Services. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, the Contractor further

acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority or to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) on the Contractor to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above 2 clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses must not be modified, except to identify the Subcontractor that will be subject to the provisions.

#### **15.9 Foreign Trade Restrictions.**

The Contractor, and each Subcontractor certifies that it:

1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. Has not knowingly entered into any Contract or Subcontract for the Scope of Services with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; or
3. Has not procured any product nor subcontracted for the supply of any product for use on this Contract that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR Part 30.17, no Contract will be awarded to a Subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on this Contract, the FTA may direct, through the Authority, cancellation of the Contract at no cost to the Government or the Authority. Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. The Contractor may rely on the certification of a prospective Subcontractor unless the Contractor has knowledge that the certification is erroneous. The Contractor will provide immediate written notice to the Authority if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

Each Subcontractor must agree to provide written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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



This certification concerns a matter within the jurisdiction of an agency of the United States of America, and making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

**15.10 Conflict of Interest.**

1. No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Scope of Services or the carrying out of the Scope of Services to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.
2. In accordance with 41 USC § 22, the Contractor agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising herefrom.
3. The Contractor covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and Subcontractors presently have no interest and will not acquire any interest, direct or indirect, in the Scope of Services to which this Contract pertains, which would conflict in any manner or degree with the performance of the Services hereunder. The Contractor further covenants that, in the performance of this Contract, no person having any such interest will be employed by the Contractor.
4. An organizational conflict of interest exists when the nature of work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or subcontractor or impair its objectivity in performing the Contract. The Contractor is prohibited from performing any work or services for the Authority that conflict with work or services that the Contractor performs under any other contract with the Authority. The restrictions in this paragraph are applicable to all Subcontractors. The Contractor has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

**15.11 No Exclusionary or Discriminatory Specifications.**

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

**15.12 No Federal Government Obligation to Contractor or Others.**

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

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

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

**15.14 Incorporation of Federal Transit Administration (FTA) Terms.**

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

**15.15 Environmental Requirements.**

For all contracts exceeding \$100,000 in Contract Value, the Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq, and the Clean Air Act, as amended, 42 USC § 7401 et seq. The Contractor also must report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required, to the FTA and the appropriate US EPA Regional Office.

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

**15.16 Fly America.**

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

**PART B, ARTICLE 16. GOVERNING LAW AND JURISDICTION**

**16.1 Governing Law.**

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

**16.2 Jurisdiction.**

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

## **PART C: INDEX OF EXHIBITS**

**EXHIBIT 1. SCOPE OF SERVICES**

**EXHIBIT 2. PAYMENT SCHEDULE**

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

**EXHIBIT 4. INSURANCE REQUIREMENTS**

**[Attached]**

**EXHIBIT 5. CONTRACTOR'S COMPLETED CERTIFICATIONS**

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

**EXHIBIT 6. SPECIAL CONDITIONS**

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

**EXHIBIT 7. USER TERMS**

**EXHIBIT 8. SPECIFICATIONS**

**EXHIBIT 9. DOCUMENTATION**

**EXHIBIT 10. RESPONSE TIMES**

**EXHIBIT 11. DISASTER RECOVERY REQUIREMENTS**

**EXHIBIT 12. ESCROW AGREEMENT**

**EXHIBIT 13. BEST AND FINAL OFFER**

**EXHIBIT 14. ORIGINAL REQUEST FOR PROPOSALS (RFP) AND CONTRACTOR'S PROPOSALS**

**EXHIBIT 1**  
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**PAYMENT SCHEDULE**



EXHIBIT 3  
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EXHIBIT 4  
**INSURANCE REQUIREMENTS**

EXHIBIT 5  
**CONTRACTOR'S COMPLETED CERTIFICATIONS**

EXHIBIT 6

**SPECIAL CONDITIONS**

Special Conditions for Disadvantaged Business Enterprise (DBE) Participation.

Contractor's DBE Proposal

**EXHIBIT 7**  
**USER TERMS**

**EXHIBIT 8**  
**SPECIFICATIONS**

EXHIBIT 9  
**DOCUMENTATION**

EXHIBIT 10  
**RESPONSE TIMES**

EXHIBIT 11  
**DISASTER RECOVERY REQUIREMENTS**



**EXHIBIT 7**  
**Insurance and Bond Requirements**  
**(For Information Only)**

**CHICAGO TRANSIT AUTHORITY  
INSURANCE AND BOND REQUIREMENTS**

[Long Form rev. 11/13/09]

REQUISITION NUMBER: **101025496**  
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 Management  
P.O. Box 7564  
Chicago, IL 60680-7564

**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, Railroad Protective Liability, or 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:

<b>\$1,000,000</b>	Bodily Injury by Accident
<b>\$1,000,000</b>	Bodily Injury by Disease, Each Employee
<b>\$1,000,000</b>	Bodily Injury by Disease, Policy Limit

#### **B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:**

<b>\$2,000,000</b>	General Aggregate (Per Location)
<b>\$2,000,000</b>	Products/Completed Operations Aggregate
<b>\$1,000,000</b>	Personal Injury and Advertising Injury
<b>\$2,000,000</b>	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. VALUABLE PAPERS**

N/A

**I. POLLUTION/ENVIRONMENTAL LIABILITY**

\$1,000,000 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):    N/A



# 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 Millions
<u>Commercial General Liability</u> <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse 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  <b>Commercial General Liability Form #: CG 00 01 _____</b>				Each Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____ <u>Deductible and/or Self Insured Retention</u>  \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
<u>Excess Liability</u> <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.
- d) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice

Signature of Authorized Representative

Certificate Holder/Additional Insured

**Chicago Transit Authority**  
**Dept. of Risk Management**  
**P.O. Box 7564**  
**Chicago, IL 60680**

Agent/Company Address

Telephone \_\_\_\_\_

**EXHIBIT 8**  
**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 of the protest, consider both the specific need of the Authority for the feature or item challenged and any effects on competition of including the specification regarding that feature or item. If the Authority determines that such feature or item was included in the specification in order to meet justified and valid transit needs of the Authority, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

#### **b. Protests regarding bid evaluation**

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

#### **c. Protests after award**

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

## **2. Decisions by Authority**

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

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

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

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

## **SECTION II – FTA BID PROTEST PROCEDURE**

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

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

**EXHIBIT 9**  
**Price Proposal Forms**  
**(Prime Only)**

**Requisition C10FR101025496**  
**RFP for Bus Fuel Management System**

**Price Proposal  
Summary Form**

Item	Description	Qty	Unit Price Each	Extended Total Price
1	Fuel Control Terminals	31	\$	\$
2	Fluid Control Terminals for Fluid Change Areas	15	\$	\$
3	On Board Communication Devices	1881	\$	\$
4	On Board Communication Programming Devices	5	\$	\$
5	RFID Key Fobs	700	\$	\$
6	RFID Key Fob Programming Devices	4	\$	\$
7	Training	1	LS	\$
8	Software Implementation and Hardware Installation	1	LS	\$
9	Warranty Two Years (2) Routine Maintenance	Hourly Rate	\$	\$
10	Warranty Two Years (2) Repairs, Labor, Parts and Materials	Hourly Rate	\$	\$
11	<b>Base Contract Total (Sum of lines 1 through 10)</b>		LS	\$
	<b>OPTIONS</b>			
12	<b>OPTION No. 1</b> One (1) Additional Year Extended Routine Maintenance	1	LS	\$
13	<b>OPTION No. 2</b> One (1) Additional Year Parts and Labor Repairs warranty for <u>Entire</u> BFMS and <u>All</u> Components the system.	1	LS	\$
14	<b>Base Contract and Options Grand Extended Total</b>	1	LS	\$

Proposer: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Requisition C10FR101025496**  
**RFP for Bus Fuel Management System**

**Price Proposal**

The following is a tabulation of the Base Contract and Options Grand Extended Total Price for the complete Bus Fuel Maintenance System. See components of the tabulation in Price Proposal Summary Form.

1. Base Contract Total Price \$ \_\_\_\_\_ FIGURES

\_\_\_\_\_ WORDS

2. Option No. 1 \$ \_\_\_\_\_ FIGURES

\_\_\_\_\_ WORDS

Option No. 1 Exercise Timeframe: 730 Days after final approval testing for the entire BFMS and all components of the system.

3. Option No. 2 \$ \_\_\_\_\_ FIGURES

\_\_\_\_\_ WORDS

Option No. 2 Exercise Timeframe: 730 Days after final approval testing for the entire BFMS and all components of the system.

4. Base Contract and Options No. 1 and No. 2  
Grand Extended Total Price

\$ \_\_\_\_\_ FIGURES

\_\_\_\_\_ WORDS

Proposer: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

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

Person to Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact's E-mail: \_\_\_\_\_

**EXHIBIT 10**  
**Execution by Proposer and Acceptance**  
**(Prime Only)**

EXECUTION BY PROPOSER

**PROPOSAL  
TO BE EXECUTED BY A CORPORATION**

The undersigned hereby acknowledges having received a full set of CONTRACT C10FR101025496 DOCUMENTS and ADDENDA NUMBERS (none unless indicated here)

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and agrees to comply with such CONTRACT DOCUMENTS during the course of the Procurement, and agrees to be bound by the Terms and Conditions of said CONTRACT DOCUMENTS in the event it is the successful Proposer, and

FURTHER, THE UNDERSIGNED, 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 undersigned contractor or any agent, partner, employee, or officer of the contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33 E or bid-rotating in a 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.



**PROPOSAL  
TO BE EXECUTED BY A CORPORATION**

*Name of Corporation* \_\_\_\_\_  
(Print or Type Name of Company)

*Business Address* \_\_\_\_\_  
(Print or Type Street, City, State, and Zip Code)

**BY:**

SIGNATURE OF AUTHORIZED OFFICER

Title of Signatory \_\_\_\_\_ :  
(Print or Type)

**\*NOTE:** If signed by any person other than the corporate President or Vice President, a certified copy of a resolution or by-law authorizing such person to sign must accompany this Proposal.

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and Sworn to before me on:

\_\_\_\_\_

by \_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
(Signature of Notary Public)

(NOTARIAL SEAL)

**PROPOSAL  
TO BE EXECUTED BY PARTNERSHIP OR JOINT VENTURE**

The undersigned hereby acknowledges having received a full set of CONTRACT C10FR101025496 DOCUMENTS and ADDENDA NUMBERS (none unless indicated here)

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and agrees to comply with such CONTRACT DOCUMENTS during the course of the Procurement, and agrees to be bound by the Terms and Conditions of said CONTRACT DOCUMENTS in the event it is the successful Proposer, and

FURTHER, THE UNDERSIGNED, 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 undersigned contractor or any agent, partner, employee, or officer of the contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33 E or bid-rotating in a 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.

Firm Name: \_\_\_\_\_  
(Print or Type Name of Firm)

Business Address: \_\_\_\_\_  
(Print or Type Street Address)

\_\_\_\_\_  
(City, State and Zip Code)

**PROPOSAL  
TO BE EXECUTED BY PARTNERSHIP OR JOINT VENTURE**

**BY SIGNATURE(S):**

All Partners or Joint	_____	Partner
Venturers of the Firm	_____	
must sign this Proposal unless	_____	Partner
one Partner or Joint Venturer	_____	
is authorized to sign for	_____	Partner
the Partnership or	_____	
Joint Venture.	_____	Partner

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and Sworn to me on:

\_\_\_\_\_ ,

by \_\_\_\_\_  
(Name of signatory)

\_\_\_\_\_  
(Signature of Notary Public)

(NOTARIAL SEAL)

**PROPOSAL  
TO BE EXECUTED BY A SOLE PROPRIETOR**

The undersigned hereby acknowledges having received a full set of CONTRACT C10FR101025496 DOCUMENTS and ADDENDA NUMBERS (none unless indicated here)

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and agrees to comply with such CONTRACT DOCUMENTS during the course of the Procurement, and agrees to be bound by the Terms and Conditions of said CONTRACT DOCUMENTS in the event it is the successful Proposer, and

FURTHER, THE UNDERSIGNED, 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 undersigned contractor or any agent, partner, employee, or officer of the contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33 E or bid-rotating in a 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.

**PROPOSAL  
TO BE EXECUTED BY A SOLE PROPRIETOR**

Signature of Proposer: \_\_\_\_\_  
(Signature of Proposer)

Name of Proposer: \_\_\_\_\_  
(Print or Type)

Business Address: \_\_\_\_\_  
(Print or type Street Address)

\_\_\_\_\_  
(Print or Type City, State and Zip Code)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and Sworn to me on:

\_\_\_\_\_ ,

by \_\_\_\_\_  
(Name of signatory)

\_\_\_\_\_  
(Signature of Notary Public)

(NOTARIAL SEAL)

**ACCEPTANCE**

The undersigned, on behalf of Chicago Transit Authority, A Municipal Corporation of the State of Illinois, hereby accepts the foregoing Proposal items as identified in the Proposal.

**CONTRACT NUMBER**      **C10FR101025496**

**Total Amount of Contract**                      **\$**

**For Bus Fuel Management System**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, in Chicago, Illinois**

\_\_\_\_\_  
Vice President, Purchasing

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Attorney

## **EXHIBIT 11**

### **Certification and Submittal Forms**

- a) Buy America Certification (Prime)
- b) Certification Regarding a Drug Free Workplace (Prime)
- c) Certification of Primary Participant Regarding Debarment
- d) Certification of Lower Tier Participant Regarding Debarment
- e) Lobbying Certification (Prime and Sub-Consultant)
- f) RFP Non-Disclosure Statement Prime Consultant
- g) RFP Non-Disclosure Statement Sub-Consultant
- h) Disclosure of Ownership
- i) Table of Exceptions
- j) Brief History of Company

CHICAGO TRANSIT AUTHORITY IS A RECIPIENT OF FUNDS FROM THE FEDERAL TRANSPORTATION ADMINISTRATION (FTA) AND IS REQUIRED TO ADHERE TO THE BUY AMERICA REQUIREMENTS SET FORTH BELOW. CTA **CANNOT** CONSIDER A BID THAT DOES NOT INCLUDE AN EXECUTED BUY AMERICA CERTIFICATE.

**49 CFR PART 661**  
**BUY AMERICA REQUIREMENTS**  
**SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982, AS AMENDED**

§661.1 Applicability

Unless otherwise noted, this part applies to all federally assisted procurements using funds authorized by the Urban Mass Transportation Act of 1964 as amended; 23 U.S.C. 103(e)(4); and section 14 of the National Capital Transportation Act of 1969, as amended.

§661.3 Definitions

ACT means the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424) as amended by section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17).

ADMINISTRATOR means the Administrator of FTA, or designee.

FTA means the Federal Transportation Administration.

GRANTEE means any entity that is a recipient of FTA funds.

MANUFACTURED PRODUCT means an item produced as a result of a manufacturing process.

MANUFACTURING PROCESS means the application of processes to alter the form or function of materials or elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from mere assembly of the elements or materials.

ROLLING STOCK means transit vehicles such as buses, vans, cars, railcars, trolley cars and buses, and ferry boats, as well as vehicles used for support services.

STURRA means the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. No. 100-17).

UNITED STATES means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

§661.5 General Requirements for steel and manufactured products

- (a) Except as provided in §661.7 and §661.11 of this part, no funds may be obligated by FTA for a grantee project unless all steel and manufactured products used in the project are produced in the United States.
- (b) All steel manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel requirements apply to all steel items including, but not limited to, structural steel, running rail and contact rail.
- (d) For a manufactured product to be considered produced in the United States:
  - (1) All of the manufacturing processes for the product must take place in the United States; and
  - (2) All items or materials used in the product must be of United States origin.



§661.6 Certification requirements for procurement of steel or manufactured products

If steel or manufactured products (as defined in §661.3 and §661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements contained in §661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date\_\_\_\_\_

Signature\_\_\_\_\_

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

Title\_\_\_\_\_

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR part 661.7.

Date\_\_\_\_\_

Signature\_\_\_\_\_

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

Title\_\_\_\_\_

§661.7 Waivers

- (a) Section 165(b) of the Act provides that the general requirements of section 165(a) shall not apply in four specific instances. This section sets out the condition for the three statutory waivers based on public interest, non-availability, and price-differential. Section 661.11 of this part sets out the conditions for the fourth statutory waiver governing the procurement of rolling stock and associated equipment.
- (b) Under the provisions of section 165(b)(1) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that their application would be inconsistent with the public interest. In determining whether the conditions exist to grant this public interest waiver, the Administrator will consider all appropriate factors on a case-by-case basis, unless a general exception is specifically set out in this part.
- (c) Under the provision of section 165(b)(2) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that the materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
  - (1) It will be presumed that the conditions exist to grant this non-availability waiver if no responsive and responsible bid is received offering an item produced in the United States.
  - (2) In the case of a sole source procurement, the Administrator will grant this non-availability waiver only if the grantee provides sufficient information which indicates that the item to be procured is only available from a single source or that the item to be procured is not produced in sufficient and reasonably available quantities of a satisfactory quality in the United States.

- (d) Under the provision of section 165(b)(4) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that the inclusion of a domestic item or domestic material will increase the cost of the contract between the grantee and its supplier of that item of material by more than 25 percent. The Administrator will grant this price-differential waiver if the amount of the lowest responsive and responsible bid offering the item or material that is not produced in the United States multiplied by 1.25 is less than the amount of the lowest responsive and responsible bid offering the item or material produced in the United States.
- (e) The four statutory waivers of section 165(b) of the Act as set out in this part shall be treated as being separate and distinct from each other.
- (f) The waivers described in paragraph (b) and (c) of this section may be granted for a component or subcomponent in the case of the procurement of the items governed by section 165(b)(3) of the Act (requirements for rolling stock). If a waiver is granted for a component or a subcomponent, that component or subcomponent will be considered to be of domestic origin for the purposes of §661.11 of this part.
- (g) The waivers described in paragraphs (b) and (c) of this section may be granted for a specific item or material that is used in the production of a manufactured product that is governed by the requirements of §661.5(d) of this part. If such a waiver is granted to such a specific item or material, that item or material will be treated as being of domestic origin.

#### §661.9 Application for Waivers

- (a) This section sets out the application procedures for obtaining all waivers, except those general exceptions set forth in this part for which individual applications are unnecessary and those covered by section 165(b)(3) of the Act. The procedures for obtaining an exception covered by section 165(b)(3) are set forth in §661.11 of this part.
- (b) A bidder who seeks to establish grounds for an exception must seek the exception, in a timely manner, through the grantee.
- (c) Except as provided in paragraph (d) of this section, only grantee may request a waiver. The request must be in writing, include facts and justification to support the waiver, and be submitted to the Administrator through the appropriate Regional Office.
- (d) FTA will consider a request for a waiver from a potential bidder or supplier only if the waiver is being sought under §661.7(f) or (g) of this part.
- (e) The Administrator will issue a written determination setting forth the reasons for granting or denying the exception request. Each request for an exception, and FTA's action on the request, are available for public inspection under the provisions of 49 CFR part 601, subpart C.

#### §661.10 Determination of qualification under section 337(a)(2)(B) of the STURAA

- (a) A supplier or contractor that qualifies under the provisions of section 337(a)(2)(B) because it had supplied an item that complied with the provisions of section 165(b)(3) of the Surface Transportation Assistance Act of 1982 or under section 401 of the Surface Transportation Assistance Act of 1978 must certify to this qualification when its bid or offer is submitted. Such certification must accompany the certification set forth in §661.12 of this part.
- (b) A supplier or contractor that qualifies as a successor in interest or assignee under the provisions of section 337(a)(2)(B) of the STURAA is one to which has been transferred the substantial assets, such as contracts and work in progress, designs and technology, and manufacturing plants and staff, or a previously existing company. The mere acquisition of an established trade name by an existing business enterprise does not qualify as a successor in interest. A supplier or contractor adoption of a new corporate name while maintaining continuity in ownership and assets qualifies the supplier or contractor as a successor in interest.

- (c) Any supplier or contractor wishing to claim that it is a successor in interest or assignee under the provisions of paragraph (b) of this section must provide FTA with sufficient documentation to support its claim. If FTA determines that a supplier or contractor does qualify as a successor in interest or assignee, FTA will publish notice of this determination in the Federal Register.

§661.11 Rolling Stock procurement

- (a) The provisions of §661.5 of this part do not apply to the procurement of buses and other rolling stock (including train control, communication, and traction power equipment), if the cost of components which are produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.
- (b) Except as provided in paragraph(c) of this section, the domestic content requirement is 55% for contracts entered in to after October 1, 1989, and 60% for contracts entered into after October 1, 1991.
- (c) The domestic content requirement will be 60% for contracts entered into after April 1, 1992, with any supplier or contractor or any successor in interest or assignee, as determined under the provisions of §661.10 of this part, which complied with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982 or section 401 of the Surface Transportation Assistance Act of 1978 before April 2, 1987.
- (d) The increased domestic content requirements in paragraph (b) and (c) of this section also apply to the domestic content requirements for the components set forth in paragraphs (i), (k), and (n) of this section.
- (e) A component is any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into an end product at the final assembly location.
- (f) A component may be manufactured at the final assembly location if the manufacturing process to produce the component is a separate and distinct activity from the final assembly of the end product.
- (g) A component is considered to be manufactured if there are sufficient activities taking place to advance the value or improve the condition of the subcomponents of that component; that is, if the subcomponents have been substantially transformed or merged into a new and functionally different article.
- (h) Except as provided in paragraph (m) of this section, a subcomponent is any article, material, or supply, whether manufactured or unmanufactured, that is one step removed from a component (as defined in paragraph (e) of this section) in the manufacturing process and that is incorporated directly into a component.
- (i) For a component to be of domestic origin more than 50 percent of the subcomponents of that component, by cost, must be of domestic origin and the manufacture of the component must take place in the United States. If, under the terms of this part, a component is determined to be of domestic origin, its entire cost may be utilized in calculating the cost of domestic content of an end product.
- (j) A subcomponent is of domestic origin if it is manufactured in the United States.
- (k) If a subcomponent manufactured in the United States is exported for inclusion in a component that is manufactured outside the United States and it receives tariff exemptions under the procedures set forth in 19 CFR 10.11-10.24, the subcomponent retains its domestic identity and can be included in the calculation of the domestic content of an end product even if such a subcomponent represents less than 50% of the cost of a particular component.

- (l) If a subcomponent manufactured in the United States is exported for inclusion in a component manufactured outside the United States and it does not receive tariff exemption under the procedures set forth in 19 CFR 10.11-10.24, the subcomponent loses its domestic identity and cannot be included in the calculation.
- (m) Raw materials produced in the United States and then exported for incorporation into a component are not considered to be a subcomponent for the purposes of calculating domestic content. The value of such raw materials is to be included in the cost of the foreign component.
- (n) If a component is manufactured in the United States but contains less than 50% domestic subcomponents, by cost, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the end product.
- (o) For the purposes of this section, except as provided in paragraph (q) of this section:
  - (1) The cost of a component or a subcomponent is the price that a bidder or offeror must pay to a subcontractor or supplier for that component or subcomponent. Transportation costs to the final assembly location must be included in calculating the cost of a component. Applicable duties must be included in determining the cost of foreign components and subcomponents.
  - (2) If a component or subcomponent is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component or subcomponent, an allowance for profit, and the administrative and overhead costs attributable to that component or subcomponent under normal accounting principles.
- (p) The cost component of foreign origin is set at the time the bidder or offeror executes the appropriate Buy America certificate.
- (q) The cost of a subcomponent which retains its domestic identity consistent with paragraph (1) of this section shall be the cost of the subcomponent when last purchased, f.o.b. United States port of exportation or point of border crossing, as set out in the invoice and entry papers, or, if no purchase was made, the value of the subcomponent at the time of its shipment for exportation, f.o.b. United States port of exportation or point of border crossing, as set out in the invoice and entry papers.
- (r) In accordance with section 165(c) of the Act, labor costs involved in final assembly shall not be included in calculating component costs.
- (s) The actual cost, not the bid prices, of a component is to be considered in calculating domestic content.
- (t) Final assembly is the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes. If a system is being procured as the end product by the grantee, the installation of the system qualifies as final assembly.
- (u) An end product means any item subject to section 165(b)(3) of the Act, that is to be acquired by the grantee, as specified in the overall project contract.
- (v) Train control equipment includes, but is not limited to, the following equipment:
  - (1) Mimic board in central control
  - (2) Dispatchers console
  - (3) Local control panels
  - (4) Station (way side) control relay cabinets
  - (5) Terminal dispatcher machines
  - (6) Cable/ cable trays
  - (7) Switch machines
  - (8) Way side signals
  - (9) Impedance bonds

- (10) Relay rack bungalows
  - (11) Central computer control
  - (12) Brake equipment
  - (13) Brake systems
- (w) Communications equipment includes, but is not limited to, the following equipment:
- (1) Radios
  - (2) Space station transmitter and receivers
  - (3) Vehicular and hand-held radios
  - (4) PABX telephone switching equipment
  - (5) PABX telephone instruments
  - (6) Public address amplifiers
  - (7) Public address speakers
  - (8) Cable transmission system cable
  - (9) Cable transmission system multiplex equipment
  - (10) Communication console at central control
  - (11) Uninterruptible power supply inverters/ rectifiers
  - (12) Uninterruptible power supply batteries
  - (13) Data transmission system central processors
  - (14) Data transmission system remote terminals
  - (15) Line printers for data transmission system
  - (16) Communication systems monitor test panel
  - (17) Security console at central control
- (x) Traction power equipment includes, but is not limited to, the following:
- (1) Primary AC switch gear
  - (2) Primary AC transformers (rectifier)
  - (3) DC switch gear
  - (4) Traction power console and CRT display system at central control
  - (5) Bus ducts with buses (AC and DC)
  - (6) Batteries
  - (7) Traction power rectifier assemblies
  - (8) Distribution panels (AC and DC)
  - (9) Facility step-down transformers
  - (10) Motor control centers (facility use only)
  - (11) Battery Chargers
  - (12) Supervisory control panel
  - (13) Annunciator panels
  - (14) Low voltage facility distribution switch board
  - (15) DC connect switches
  - (16) Negative bus boxes
  - (17) Power rail insulators
  - (18) Power cables (AC and DC)
  - (19) Cable trays
  - (20) Instrumentation for traction power equipment
  - (21) Connectors, tensioners, and insulators for overhead power wire systems
  - (22) Negative drainage boards
  - (23) Inverters
  - (24) Traction motors
  - (25) Propulsion gear boxes
  - (26) Third rail pick-up equipment
  - (27) Pantographs
- (y) The power or third rail is not considered traction power equipment and is thus subject to the requirements of section 165(a) of the Act and the requirements of §661.5 of this part.

- (z) A bidder on a contract for an item covered by section 165(b)(3) of the Act who will comply with section 165(b)(3) and regulations in this section is not required to follow the application for waiver procedures set out in §661.9 of this part. In lieu of these procedures, the bidder must submit the appropriate certificate required by §661.12 of this part.

Appendix A to §661.11 – General Waivers

- (a) The provisions of §661.11 of this part do not apply when foreign-sourced spare parts for buses and other rolling stock (including train control, communication, and traction power equipment) whose total cost is 10 percent or less of the overall project contract cost are being procured as part of the same contract for the major capital item.

Appendix B to §661.11 – Typical Components of Buses

The following is a list of items that typically would be considered components of a bus. This list is not all-inclusive.

Engines, transmissions, front axle assemblies, rear axle assemblies, drive shaft assemblies, front suspension assemblies, rear suspension assemblies, air compressor and pneumatic systems, generator/ alternator and electrical systems, steering system assemblies, front and rear air brake assemblies, air conditioning compressor assemblies, air conditioning evaporator/ condenser assemblies, heating systems, passenger seats, driver's seat assemblies, window assemblies, entrance and exit door assemblies, door control systems, destination sign assemblies, interior lighting assemblies, front and rear end cap assemblies, front and rear bumper assemblies, specialty steel (structural steel tubing, etc.), aluminum extrusions, aluminum, steel or fiberglass exterior panels, and interior trim, flooring, and floor coverings.

Appendix C to §661.11 – Typical Components of Rail Rolling Stock

The following is a list of items that typically would be considered components of rail rolling stock. This list is not all-inclusive.

Car shells, main transformer, pantographs, traction motors, propulsion gear boxes, interior linings, acceleration and braking resistors, propulsion controls, low voltage auxiliary power supplies air conditioning equipment, air brakes compressors, brake controls, foundation brake equipment, articulation assemblies, train control system, window assemblies, communication equipment, lighting, seating, door actuators and controls, couplers and draft gear, trucks, journal bearings, axles, diagnostic equipment, and third rail pick-up equipment.

- §661.12 Certification requirements for procurement of buses, other rolling stock and associated equipment  
If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in §661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3)

The bidder hereby certifies that it will comply with requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

**CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(b)(3)**

The bidder hereby certifies that it cannot comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Date\_\_\_\_\_

Signature\_\_\_\_\_

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

Title\_\_\_\_\_

**§661.11 Grantee responsibility**

- (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA.
- (b) The grantees shall include in its bid specification for procurement within the scope of these regulations an appropriate notice of the Buy America provision. Such specifications shall require as a condition of responsiveness, that the bidder or offeror submit with the bid a completed Buy America certificate in accordance with §661.6 or §661.12 of this part, as appropriate.
- (c) Whether or not a bidder or offeror certifies that it will comply with the applicable requirement, such bidder or offeror is bound by its original certification and is not permitted to change its certification after bid opening. A bidder or offeror that certifies that it will comply with the applicable Buy America requirements is not eligible for a waiver of those requirements.

**§661.14 Investigation procedures**

- (a) It is presumed that a bidder who has submitted the required Buy America certificate is complying with the Buy America provision. A false certification is a criminal act in violation of 18 U.S.C. 1001.
- (b) Any party may petition FTA to investigate the compliance of a successful bidder with the bidder's certification. That party ("the petitioner") must include in the petition a statement of the grounds of the petition and any supporting documentation. If FTA determines that the information presented in the petition indicates that the presumption in paragraph (a) of this section has been overcome, FTA will initiate an investigation.
- (c) In appropriate circumstances, FTA may determine on its own to initiate an investigation without receiving without receiving a petition from a third party.
- (d) When FTA determines under paragraph (b) or (c) of this section to conduct an investigation, it requests that the grantee require the successful bidder to document its compliance with its Buy America certificate. The successful bidder has the burden of proof to establish that it is in compliance. Documentation of compliance is based on specific circumstances of each investigation, and FTA will specify the documentation required in each case.
- (e) The grantee shall reply to the request under paragraph (d) of this section within 15 working days of the request. The investigated party may correspond directly with FTA during the course of investigation if it informs the grantee that it intends to do so, and if the grantee agrees to such action in writing. The grantee must inform FTA, in writing, that the investigated party will respond directly to FTA. An investigated party may provide confidential or proprietary information (see paragraph (1) of this section) directly to FTA while providing other information required to be submitted as part of the investigation through the grantee.
- (f) Any additional information requested by FTA must be submitted within 5 working days after the receipt of such request unless specifically exempted by FTA.

- (g) The grantee's reply (or that of the bidder) will be transmitted to the petitioner. The petitioner may submit comments on the reply to FTA within 10 working days after receipt of the reply. The grantee and the low bidder will be furnished with a copy of the petitioner's comments, and their comments must be received by FTA within 5 working days after receipt of the petitioner's comments.
- (h) The failure of a party to comply with the time limits stated in this section may result in resolution of the investigation without consideration of untimely filed comments.
- (i) During the course of an investigation, with appropriate notification to affected parties, FTA may conduct site visits of manufacturing facilities and final assembly locations as it considers appropriate.
- (j) FTA will, upon request, make available to any interested party information bearing on the substance of the investigation which has been submitted by the petitioner, interested parties or grantees, except to the extent that withholding of information is permitted or required by law or regulations.
- (k) If a party submitting information considers that the information submitted contains proprietary material which should be withheld, a statement advising FTA of this fact may be included, and the alleged proprietary information must be identified wherever it appears. Any comments on the information provided shall be submitted within a maximum of ten days.
- (l) For purposes of paragraph (j) of this section, confidential or proprietary material is any material or data whose disclosure could reasonably be expected to cause substantial competitive harm to the party claiming that the material is confidential or proprietary.
- (m) When a petition for investigation has been filed before award, the grantee will not make an award before resolution of the investigation, unless the grantee determines that:
  - (1) The items to be procured are urgently required;
  - (2) Delivery or performance will be unduly delayed by failure to make the award promptly; or
  - (3) Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.
- (n) In the event that the grantee determines that the award is to be made during the pendency of an investigation, the grantee will notify FTA before making such award. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of an investigation.
- (o) Initial decisions by FTA will be in written form. Reconsideration of an initial decision of FTA may be requested by any party involved in an investigation. FTA will reconsider a decision only if the party requesting reconsideration submits new matters of fact or points of law that were not known or available to the party during the investigation.

A request for reconsideration of decision of FTA shall be filed no later than ten(10) working days after the initial written decision. A request for reconsideration will be subject to the procedures in this section consistent with the need for prompt resolution of the matter.

#### §661.17 Failure to comply with certification

If a successful bidder fails to demonstrate that it is in compliance with its certification, it will be required to take the necessary steps in order to achieve compliance. If a bidder takes these necessary steps, it will not be allowed to change its original bid price. If a bidder does not take the necessary steps, it will not be awarded the contract if the contract has not yet been awarded, and it is in breach of contract if a contract has been awarded.

#### §661.19 Sanctions

A willful refusal to comply with a certification by a successful bidder may lead to the initiation of debarment or suspension proceedings under part 29 of this title.



§661.20 Rights of third parties

The sole right of any third party under the Buy America provision is to petition FTA under the provisions of §661.15 of this part. No third party has any additional right, at law or equity, for any remedy including, but not limited to, injunction, damages, or cancellations of Federal grant contracts of the grantee.

§661.21 State Buy America provision

- (a) Except as provided in paragraph (b) of this section, any State may impose more stringent Buy America or Buy National requirements than contained in section 165 of the Act and the regulations in this part.
- (b) FTA will not participate in contracts governed by the following:
  - (1) State Buy America or Buy National preference provisions which are not as strict as the Federal requirements.
  - (2) State and local Buy National of Buy America preference provisions which are not explicitly set out under State law. For example, administrative interpretations of non-specific State legislation will not control.
  - (3) State and local Buy Local preference provisions.

## 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

**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 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 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.

**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.

## 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)

## NON-DISCLOSURE STATEMENT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP"), **Requisition No. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material,** \_\_\_\_\_ ("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 proposal. 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 proposal (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. C10FR101025496 – Bus Fuel Management System (BFMS) for Two Years After Final Approval Testing; One Year Option for Two Year Warranty – Routine Maintenance; and One Option for Two Year Warranty – Repairs, Labor, Parts, and Material,** \_\_\_\_\_ ("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: \_\_\_\_\_

## DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

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

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

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

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

Requisition Number: \_\_\_\_\_ Bidder Name: \_\_\_\_\_

Bidder Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

☐ Purchasing

☐ Other: \_\_\_\_\_

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

### DISCLOSURE OF OWNERSHIP INTERESTS

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

☐ Individual

☐ Limited liability company

☐ Business corporation

☐ Partnership

☐ Not-for-Profit corporation

☐ Joint Venture

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Other: \_\_\_\_\_

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

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

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

Name	Title
_____	_____
_____	_____
_____	_____

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

Name	Title
_____	_____
_____	_____
_____	_____

**TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:**

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

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

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

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

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

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

\_\_\_\_\_ %

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

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

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

**B. PARTNERSHIPS**

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

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

**C. LIMITED LIABILITY COMPANIES**

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

Name	Title
_____	_____
_____	_____
_____	_____

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

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

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

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

Name	Business Address
_____	_____
_____	_____
_____	_____

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

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

**E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS**

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

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

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

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

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

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

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

If Yes, each such corporation or other legal entity shall make all disclosures requested in this Disclosure Affidavit and shall certify all information provided or, in the alternative, the Bidder must complete and sign an additional Disclosure Affidavit for each such corporation or other legal entity.

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

If Yes, provide names and amount of ownership interest:

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

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

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

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

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

**BIDDER:**

By \_\_\_\_\_

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

**NOTARIZATION - REQUIRED**

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and Sworn to before me on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
(Signature of Notary Public)

(NOTARY'S SEAL)

## Table of Exceptions

**Requisition C10FR101025496**

# RFP for Bus Fuel Management System

Proposers must identify the page, section number, provision and the specific exception, non-conformance and/or substitute language proposed. Exceptions to any other requirements in this RFP must be noted on this Table. 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]

## BRIEF HISTORY OF YOUR COMPANY

***Tell us about your company:***

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Local Contact Person:**

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

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

**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]