

CHICAGO TRANSIT AUTHORITY  
Advertisement for Professional Services

**NOTICE OF TIME EXTENSION WITH ADDENDUM #1**

Notice is hereby given that the proposed due date heretofore advertised as Friday, August 10, 2012 has been extended to Wednesday, August 15, 2012 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. B12FT04182

Request for Proposals to Provide an Employee Selection Assessment Tool.

For additional information, please contact Patrick McKenna, Senior Procurement Administrator, at 312/681-2458.

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

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

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

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

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

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

(2)

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic  
Vice President,  
Purchasing & Warehousing

August 6, 2012



**CHICAGO TRANSIT AUTHORITY**

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

August 7, 2012

**Subject:** Requisition No. B12FT04182- Request for Proposals to Provide an Employee Selection Assessment Tool

**Re:** Addendum #1 and Time Extension

Dear Proposer:

Attached please find Addendum #1 which contains answers to written questions. Please take this information into consideration in the preparation of your proposal. Also, the proposal due date has changed. The new due date is Wednesday, August 15, 2012.

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

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

**New Due Date: Wednesday, August 15, 2012**

Previous Due Date: Friday, August 10, 2012

**Proposals must be received no later than 3:30p.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. If the delivery of the proposal is delayed beyond the date and hour set, 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.

The following documents should be submitted with the proposal:

**Six copies of the Technical Proposal; and  
Six copies of the Price Proposal; and  
Three copies of the DBE portion of the proposal.**

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. There are no other changes at this time.**

Sincerely,

James Kozicki  
General Manager, Purchasing

cc: File

**B12FT04182  
ADDENDUM #1  
ANSWERS TO WRITTEN QUESTIONS**

1. Regarding the proposed CTA assessment:
  - a. Who will be interpreting the assessment results?
  - b. What is their knowledge/experience with assessments?

**Answer: Result interpretation will be done by the Coordinator, Testing who has a Masters in I/O Psychology with PhD (ABD) and five years of experience in the areas of psychometrics (test development), employee selection and development. Also, the Organizational Development Analyst, an organizational/industrial psychologist, will interpret results using past experience administering a variety of assessments, such as the DISC and MMPI. His work has also involved analyzing the statistical and psychometric properties of assessments.**

2. Does CTA have a single leadership competency model or multiple competency models based on position?

**Answer: A single leadership competency model.**

3. Is the expectation that the chosen vendor will have an off-the-shelf report which can be tailored or that the vendor will create a new report specifically for CTA?

**Answer: Off the shelf, which can be tailored as needed.**

4. How many assessments will CTA perform annually?

**Answer: Approximately 75 - 100 a year.**

5. How many pencil/paper administrations would be used annually?

**Answer: Pencil and paper option is a back-up method to the preferred online administration. CTA estimates no more than 20 will be used annually.**

6. How important is having a cognitive ability measure to the CTA?

**Answer: Not very important at this time.**

7. Is the expectation that CTA would use existing norms/benchmarks or would you prefer to create specific CTA norms/benchmarks?

**Answer: If the vendor's existing norms are similar to CTA's population or if the vendor can show that the assessment has been used by similar organizations, then existing norms/benchmarks will suffice.**

8. What specific type of technical support is needed?
  - a. Will all assessment reports be going back to one central location, or to multiple offices?
  - b. Would there be a need for the assessment in any language other than English?

**Answer: For example, technical support such as live, phone support to resolve issues that may arise when administering the assessment or pulling a report. Assessment reports go**

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ADDENDUM #1  
ANSWERS TO WRITTEN QUESTIONS**

**back to one location, the Human Resources department, located at CTA's headquarters. There is no need for additional languages other than English.**

9. What level of connectivity is needed with the Oracle Learning Management System?

**Answer: SCORM compliance and transfer of the assessment scores to Oracle Learning Management is needed.**

10. How important is an overall job fit score in CTA assessment reports?

**Answer: A job-fit score is preferred on the assessment, but it is not required.**

11. What is the CTA budget for this project?

- a. Does the budget include consulting/validation work (e.g. competency matching, validation, normative development) along with the assessments themselves?

**Answer: CTA anticipates spending between \$50,000 and \$70,000. The budget includes consulting/validation work.**

12. What is the timing for implementation?

**Answer: For an off-the-shelf assessment, using the vendor's norms and little customization, the estimated date to begin assessing candidates would be November 5, 2012. For a customized assessment with CTA-specific norms, the estimated date to begin assessing candidates would be January 7, 2013.**

13. Does CTA have an estimated volume of candidates that will be tested per year?

**Answer: Approximately 75 – 100 a year.**

14. What is the estimated date that CTA would like to begin assessing candidates? What is the desired timeline for the project?

**Answer: See the answer to question #12.**

15. Are there any specific goals or improvements that CTA would like to see by implementing this assessment program?

**Answer: One of the goals is to obtain better quality hires for management and leadership positions.**

16. The scope of work section does not mention whether the assessments will be integrated with current selection processes. Are there any legacy selection tools or processes that will be included with this assessment program? If so, what?

**Answer: No.**

17. In regard to current selection practices, is there a current incumbent for CTA's assessment needs?

**Answer: No, all management positions.**

**B12FT04182  
ADDENDUM #1  
ANSWERS TO WRITTEN QUESTIONS**

**Scope of Work – A:**

18. Does the CTA prefer using a single assessment for all management positions, or rather differing assessments depending upon management job family? If the latter, can you describe the job families that will require unique assessments?

**Answer: CTA would prefer using differing assessments for three management levels: front-line, mid-level, and senior-level management.**

**Scope of Work – G:**

19. Section G mentions technical requirements. What version of Oracle is CTA currently using?

**Answer: CTA currently uses 11.5.10.2. CTA will re-implement Oracle EBS 12.1.3 in 2013.**

20. Section G mentions the capacity to integrate into the HRIS (Oracle) system. Can CTA describe in more detail the degree of integration required with the Oracle ATS system? Specifically, at what points in the employment process (e.g., after completing application, after testing) will data exchange be required with the Oracle system?

**Answer: Integration required would be the transfer of the assessment scores to Oracle Learning Management. The assessment will be administered after testing.**

21. Are you looking at linking the assessment tools for training and development? If yes, will you implement this internally or would you like support on the delivery?

**Answer: Yes, CTA would like to use the assessment tools for training and development purposes. CTA would implement the tools for training internally.**

22. Can you provide job descriptions for the management roles?

**Answer: No.**

23. What are the language requirements for the assessment solution?

**Answer: English only.**

24. How are you going to measure the effectiveness of this project? What are the key milestones?

**Answer:**

- **Number of managers hired using the competency-based leadership assessment.**
- **Results from a new hire survey that will be administered to all new hires and their managers to evaluate the effectiveness of the competency model. Feedback will be collected after 90 days and one year after the hire to determine the long-term effectiveness of the competency-based leadership assessment.**

**Key milestones include: Roll out of assessment in the selection of a management candidate. Evaluation of candidates using the assessment. Hiring first manager using**

**B12FT04182  
ADDENDUM #1  
ANSWERS TO WRITTEN QUESTIONS**

**the assessment as part of the selection process. Assessment of job performance post-hire.**

25. What specific business metrics are you hoping to impact by implementing assessment for all your management roles?

**Answer: Quality hires, longer retention of managers, and an accurate assessment of skills of current managers.**

26. Do you desire a one (1) year or multi-year agreement?

**Answer: One year.**

27. Are you open to other pricing models vs. price per usage?

**Answer: Yes. However, the price proposal in the RFP must be completed. Alternative pricing models may be submitted in addition to the price proposal in the RFP. Alternative pricing models may not be submitted as a replacement of the price proposal in the RFP.**

28. In referencing the Disadvantage Business Enterprise (DBE) in Appendix C, if your requirement is 0% compliance, are we still required to fill out the forms associated with that RFP section? If yes, can you send us the form in MS Word format?

**Answer: No. The forms are for DBE firms or firms that may partner or subcontract with a DBE firm and they are not available in MS Word format.**

29. In the RFP you stipulate the requirement to indicate areas we intend to redline in your MSA. It's common practice to negotiate contract upon awarding of the business. Is it acceptable to insert a statement in our response indicating that we reserve the right to negotiate your MSA at the time of being awarded the business?

**Answer: No. The RFP states in pertinent part on page 8:**

**"8. Table of Exceptions**

**If the Proposer takes any exceptions to any of the requirements of this RFP or any appendices, attachments, or exhibits to the RFP, the Proposer must identify these in a Table of Exceptions (Appendix L). The table must list each specific exception or item of non-conformance by: 1) page, 2) section, 3) specific language, term, or requirement, 4) specific nature of the exception or non-conformance, and 5) the proposed language or other change being requested. 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 of an exception does not commit the CTA to grant the exception as some items are non-negotiable."**

30. Can you provide the PDF RFP in a MS Word document so we can properly fill out the forms and respond to the RFP using your format?

**Answer: No.**

31. What are your timelines for rolling out this project?

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ADDENDUM #1  
ANSWERS TO WRITTEN QUESTIONS**

**Answer: See the answer to question #12.**

32. Can we send the RFP response via email and the hard copies thereafter?

**Answer: No. Proposal packages are to be delivered to:**

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

**Only response received by the Bid Office before the due date and time have passed will be accepted.**

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

CHICAGO TRANSIT AUTHORITY  
Advertisement for Professional Services

Proposals will be received for the following by Chicago Transit Authority at the Bid Office - 2<sup>nd</sup> Floor, 567 W. Lake, Chicago, Illinois, 60661-1498, no later than 3:30 P.M. on Friday, August 10, 2012:

Req. B12FT04182,  
Request for Proposals to Provide an Employee Selection Assessment Tool.

PROPOSAL GUARANTEE: NONE

Questions regarding this RFP must be submitted in writing no later than 4:30 P.M. Chicago time, July 27, 2012, via email to: [pmckenna@transitchicago.com](mailto:pmckenna@transitchicago.com). Questions will not be accepted after this time and date.

For additional information, please contact Patrick McKenna, Senior Procurement Administrator, at 312/681-2458.

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

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

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

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

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(2)

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

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic  
Vice President, Purchasing &  
Warehousing

July 20, 2012



**CHICAGO TRANSIT AUTHORITY**

**REQUISITION NO. B12FT04182**

**REQUEST FOR PROPOSALS (RFP)**

**For**

**Employee Selection Assessment Tool**

**Confidentiality and Non-Disclosure:** Firms requiring assistance shall only contact Patrick McKenna, Senior Procurement Administrator at (312) 681-2458. 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 Contractor" (Appendix K) with the proposal and to require all sub-consultants to submit signed copies of the "RFP Non-Disclosure Statement Sub-Contractor" (Appendix K) with the proposal.

**ISSUED BY**  
**Purchasing Department, Chicago Transit Authority**  
**567 W. Lake Street, Chicago, IL 60661**  
**Marina Popovic, Vice President, Purchasing & Warehousing**  
**Forrest Claypool, President**  
**Terry Peterson, Chairman**

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## **SECTION I: INTRODUCTION**

The Chicago Transit Authority operates the nation's second largest public transportation system serving the City of Chicago and 40 surrounding suburbs. On an average weekday, nearly 1.6 million rides are taken on the CTA. CTA has approximately 1,800 buses that operate over 140 routes and 1,959 route miles. Buses provide about 1 million customer trips a day and serve approximately 12,000 posted bus stops. CTA's 1,190 rapid transit cars operate over eight routes and 242 miles of track. CTA trains provide about 600,000 customer trips each day and serve 143 stations.

Chicago is one of the few cities in the world that provides rapid transit service to two major airports. From the downtown area, the CTA's Blue Line takes customers to O'Hare International Airport, and the Orange Line takes customers to Midway Airport.

Additional information about the CTA and its services are available at [www.transitchicago.com](http://www.transitchicago.com)

CTA's Human Resources Department is responsible for improving human capital performance and capabilities. The department also has a mission to build a leadership pipeline and grow talent. Proper evaluation of employees will assist the CTA in selecting its talent pool for future leadership roles.

CTA is seeking to purchase an employee selection assessment tool from a qualified firm. The tool will be used for selection purposes. The results of this tool will assist CTA in identifying potential candidates in conjunction with other screening processes to fill anticipated vacancies.

## **SECTION II: SCOPE OF WORK**

The employee selection assessment tool shall be used by the CTA's Human Resources Department to test and select applicants on their ability to perform a given job successfully and also assess the person-job fit. Ideally, this assessment should match CTA's competency model and job descriptions.

The main objective of this tool will be selection, promotion, and succession planning. It may also be used for developmental purposes, which will be a secondary objective of the assessment. This assessment should be suitable for all levels of the management positions, including front-line, mid-level, and senior-level management. It should also be suitable across functions and areas of a government/transportation company.

### **A. Type of Assessment**

The employee selection assessment should:

1. Be a behavioral assessment which includes abilities, traits, and individual attributes.
2. Assess thinking and reasoning style.
3. Assess the best person-job fit for a given role.

This tool could consist of single or multitude forms like questionnaires, test batteries, role plays, and interviews.

### **B. Competencies Assessed**

The employee selection assessment tool should measure competencies applicable to superior performance for managerial positions. The tool should measure some or all of the following competencies, using the same or similar names:

1. Communication
2. Interpersonal Skills
3. Stress Tolerance

4. Accommodating
5. Influencing
6. Leading
7. Focus
8. Independence
9. Decisiveness
10. Managing Projects
11. Organizing
12. Strategic Thinking
13. Thinking & Reasoning
14. Assertiveness
15. Creative
16. Analytical Thinking
17. Interests
18. Attitude

**C. Administration and Scoring**

1. The test length should be approximately between 60–90 minutes.
2. The scoring should be automated.
3. An optional pencil and paper form should also be provided.
4. Ideally, the assessments should not require training of the test administrator. However, minimal training for the test administrator will be acceptable.
5. The instructions for the test administrator and the examinee should be straightforward and easy to follow.
6. The report should be easily interpretable.
7. The scores should be displayed in a clear format and an interpretation of whether the candidate is suitable for the position should be provided.

**D. Types of Validity Measured**

1. Face Validity: The questions designed on the tests should appear reasonable and job-related to applicants. The items should not be intrusive and should reflect typical manager's attitudes, skills, and behaviors that have been known to influence the job performance. Test items should be based on vocabulary and situational examples commonly encountered in government and the transportation industry.
2. Content Validity: The elements on the test should measure the main construct measured by the test. The different scales should also have a high content validation with the main construct.

3. Criterion-Related Validity: The test should demonstrate a criterion-related validity and predict successful performance in managerial positions.
4. Transport Validity: There should be a methodology to determine the generalization of behaviors measured by the test to the behaviors measured by the company. A validation study should be conducted to determine this match.

**E. Reliability**

The test should demonstrate a high consistency in the responses received by the users with repeated testing.

**F. Fairness Defensibility**

The employee selection assessment tool should:

1. Consist of objective measures, administration, and scoring procedures that ensure high integrity and fairness.
2. Consist of evaluation that is based solely on the knowledge, skills, abilities, and other job related characteristics and not demonstrate any bias towards any segment of population defined by Title VII.
3. Be developed by credentialed professionals, covering the full range of job-related skills and demonstrating business necessity.
4. Consist of only what is permissible and lawful to ask and should be broad enough to cover the whole spectrum of job related traits and skills.

The legal defensibility should also consider the consistency of the assessment regardless of equipment or technology environments.

**G. Technical Requirements**

The online system should be compatible to a regular PC with Microsoft Internet Explorer browser 5.0 or higher and Windows 98, Windows XP, Windows 7 etc. The online testing option should have the capacity to integrate into the HRIS (Oracle) system.

### **SECTION III: SUBMITTAL REQUIREMENTS**

Responses shall be submitted on standard 8 ½ x 11 letter-sized paper, bound on long side. The use of expensive papers and binding is discouraged, as all proposals become the property of the CTA and no materials will be returned.

Issuance of this RFP does not commit CTA to pay any cost incurred in the preparation of this proposal. Further, CTA reserves the right to reject any or all proposals, or portions thereof, to extend the time for submission of proposals, to negotiate with any or all proposers, and to award a contract to the proposer whose initial proposal is most advantageous to CTA, without further discussion or negotiation.

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

- Part 1 Technical Proposal (6 copies)**
- Part 2 Disadvantaged Business Involvement (3 copies)**
- Part 3 Price Proposal (6 copies)**

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

Responses may be mailed or delivered in person to the address shown on the cover letter. To be considered, all responses must be received by the date and time shown in the cover letter. Envelopes or packages must be clearly marked with the RFP number, project description and due date for proposals.

**Part 1. TECHNICAL PROPOSAL (Six copies)**

Submit the following with the Technical Proposal:

**A. Cover Letter**

The cover letter must contain a commitment to provide the services described in this RFP. The cover letter must include the name and signature of a representative of the Proposer who is authorized to negotiate a contract with CTA.

**B. Content**

Proposer shall include the following information for the assessment tools:

**1. Assessment Approach**

Describe how your product and approach will meet the needs of CTA in the following areas. Include turnaround time to complete, if applicable.

- A. Identification of quality candidates for a given role.
- B. Identification of candidates based on different managerial level: entry level manager, mid-level manager, senior manager.
- C. Placement of candidates in different functional areas of the organization.
- D. Comparative analysis of different candidates taking the assessment and the best fit for the job.
- E. A distortion analysis (if applicable) to identify whether the candidates, truly have the potential or whether they were providing socially desirable responses.

**2. Product Samples/Reports**

Proposer must provide the following sample/reports:

- A. Sample Assessment
  - 1. A sample of items on the questionnaires, interviews, role plays, etc. should be provided.
  - 2. A demo link can be provided as an option to access the different online assessments.
- B. Scoring and Reports
  - 1. The scoring procedures should be enlisted in the report. Also an individual profile report or individual test report should be provided.
  - 2. The report should consist of the explanation of the applicant's suitability to a given role.

3. It should consist of a range of scores under which the applicant can be considered or not considered for selection purposes.
4. If applicable, the reports should consist of appropriate graphical scales and interpretation of the results.
5. Proposer shall provide any other reports relevant to CTA objectives that can be created from data collected.

### **3. Firm's Experience**

CTA desires a firm with more than 10 years experience in employee assessments. Submit your firm's years of related experience and describe your firm's experience with similarly situated businesses such as transit, transportation, and/or other government agencies.

Proposer shall provide the following:

- A. Firm's capabilities in the following areas:
  1. Product Development
  2. Evaluation Process
  3. Validation (database, comparative norms, and benchmarks)
  4. Reliability
  5. Conducting analysis of CTA's results
  6. Training or education available to individuals administering the assessments and/or analyzing the reports (e.g. how to use and interpret)
- B. Visualization of the process and how the tool works
- C. The credentials of the developers of the instruments and subsequent studies conducted on the instruments should be provided.

### **4. Technical Support**

Proposer should provide the details of the technical support that will be provided during the use and licensing of the product.

### **5. Warranty**

Proposer should provide all the details of the warranty of the online system, software and any other products and services provided.

### **6. Ownership, Intellectual Property & Proprietary Information**

Proposer should provide the details of the ownership and intellectual property rights of the product and the online system used to deliver the product. Any supporting documents outlining the copyrights, trademarks, patents etc. should be provided. Proposer should explain any restriction on the use of the product, online system, or the license.

### **7. Supplementary Documentation**

- A. Documentation on how the results link to CTA's HRIS (Oracle Learning Management).
- B. Description of how your firm partners with businesses to use these tools; what is the success/ impact businesses have had using your firm's tools (where possible, provide human capital metrics such as turnover, selection/job fit, development).

- C. Case studies and/or articles regarding employee selection assessments that the firm has published.
- D. Three references from current customers within the past six months (Include Client's name, address, and telephone number, lead and alternate contact persons, and description of services provided).

## **8. Table of Exceptions**

If the Proposer takes any exceptions to any of the requirements of this RFP or any appendices, attachments, or exhibits to the RFP, the Proposer must identify these in a Table of Exceptions (Appendix L). The table must list each specific exception or item of non-conformance by: 1) page, 2) section, 3) specific language, term, or requirement, 4) specific nature of the exception or non-conformance, and 5) the proposed language or other change being requested. 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 of an exception does not commit the CTA to grant the exception as some items are non-negotiable.

## **Part 2                    DISADVANTAGED BUSINESS ENTERPRISE (DBE) (Three Copies)**

Describe Proposer's policy and approach to utilization of disadvantaged firms in order to comply with Appendix C – Special Conditions DBE Requirements.

Provide a transmittal letter signed by an official of your firm that contains a commitment to meet the percentage of the DBE requirements established by CTA. Responses are to include a list of proposed firms to fulfill the DBE requirements as well as any other sub consultants. Responses shall identify the percentage of participation of each identified DBE firm. All proposed DBE firms must be certified by the Illinois Unified Certification Program (IL UCP).

## **Part 3                    PRICE PROPOSAL (Six Copies)**

Proposers must complete and submit under separate cover the following items:

1. Price Proposal form (Appendix A); and
2. Appendices E through K; and
3. The proposal must include a letter of transmittal signed by an official of the Proposer authorized to negotiate with the CTA.

The Price Proposal must be valid for six months from submission date.

## **SECTION V:    EVALUATION PROCESS AND CRITERIA**

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

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

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

1. **Ability to Fulfill the Scope of Work; and**
2. **Firm's Experience; and**
3. **Proposer's Price Proposal.**

The CTA retains the right to require additional information including revised pricing information from any proposer, and to determine the veracity of the information in the proposal. A proposal found to be based on inaccurate or misrepresented information may be dismissed from further consideration. Firms in the competitive range, in contention for negotiations or award of the contract, may be required to make oral presentations. Failure of a firm to report for an oral presentation will be cause for dismissal of the proposal from further consideration. **However, the CTA is not required to hear a presentation from any proposer and reserves the right to issue a contract based on the initial proposal submitted without providing any firm an opportunity for oral presentations or negotiations.**

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

As a final step in the evaluation process, and following receipt of any and all additional materials requested, CTA may determine a relative ranking of Proposers based on an all-inclusive evaluation.

## APPENDIX A

## APPENDIX A

### PROPOSAL FORM

*All proposers must use the following form. Proposer agrees to furnish services and access to its online leadership assessment tool as agreed upon; including all materials, reports, labor, and other applicable services for the duration of the Contract.*

#### **Price per Usage**

| <i>Number of Users</i> | <i>Cost Per Use</i> |
|------------------------|---------------------|
| 1 – 50 users           | \$                  |
| 51 - 99 users          | \$                  |
| 100+ users             | \$                  |

#### **Other Applicable Fees** (e.g., setup, technical support, training, licensing, etc.)

| <i>Service Description</i>                | <i>Fee</i> |
|---|------------|
|   | \$         |
|   |            |
|   |            |
|   |            |
| <b><i>Total Other Applicable Fees</i></b> | <b>\$</b>  |

## APPENDIX B

**MODEL CONTRACT – NOT FOR EXECUTION**

**PROFESSIONAL SERVICES  
CONTRACT DOCUMENT**

*for the*

**CHICAGO TRANSIT AUTHORITY**

## **CTA PROFESSIONAL SERVICES CONTRACT PART A**

**Contract Number:**  
**Contract \$ Value:**

This Contract is made and entered into as of the \_\_\_\_\_, day of \_\_\_\_\_ 20\_\_\_\_ by and between \_\_\_\_\_, a corporation/partnership/company having its principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Consultant"), and Chicago Transit Authority, a political sub-division, body politic and separate municipal corporation having its principal place of business at 567 West Lake Street, Chicago, Illinois 60661-1498 (hereinafter referred to as the "Authority").

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

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

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

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

#### **1.1 Incorporation of Recitals.**

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

#### **1.2 Definitions.**

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

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

#### **2.1 Services and Deliverables.**

The Authority hereby retains Consultant to provide the Scope of Services described in PART C, Exhibit 1. The Consultant will perform all tasks, responsibilities and submittals identified in the Scope of Services in a satisfactory form and manner, as reasonably determined by the Project Manager.

When the Scope of Services of this Contract requires the Consultant to prepare Deliverables, the Consultant understands that such items must receive the Authority's review and approval prior to usage and payment thereof. Partial or incomplete Deliverables may be provided to the Authority only when required for a specific and well-defined purpose and when consented to in advance by the Authority. In no event will partial or incomplete Deliverables be considered as satisfying the specific submittal requirements set forth

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

Because the Scope of Services is not intended to cover every detail of the Services and Deliverables, the Consultant will furnish all labor, materials, equipment, and incidentals as well as all additional, collateral, and incidental work, as required and necessary to complete the Scope of Services, whether or not these details are specified in this Contract, all at no additional cost to the Authority.

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

## **2.2 Delivery Schedule.**

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

## **2.3 Site.**

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

## **2.4 Meetings.**

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

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

## **2.5 Progress Reports. [DELETE IF NOT APPLICABLE]**

The Consultant will prepare written progress reports on a \_\_\_\_\_ basis, or as otherwise required by the Project Manager, ("Reporting Period") throughout the term of the Contract. All reports will be submitted by the Consultant to the Authority within \_\_\_\_\_ days after the close of the Reporting Period. Included within each written report will be the following:

1. Summary of the Scope of Services provided within the Reporting Period.
2. Scope of Services planned for the next Reporting Period.
3. Problems encountered, solutions proposed and assistance required.
4. Status of the budget indicating the amount invoiced to date, the amount remaining, and a discussion of problems anticipated completing the Scope of Services on budget.

## **2.6 Term.**

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

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

### **3.1 Consultant's Fee.**

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

#### **Γ Fixed Price/Lump Sum.**

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

Γ

### **3.2 Invoices.**

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

Chicago Transit Authority  
567 W. Lake Street  
Chicago, Illinois 60661-1498  
Attn: Quality Assurance Manager

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

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

**3.3 Most Favored Customer.**

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

**3.4 Option to Withhold Payment of Fees.**

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

**PART A, ARTICLE 4. CONSULTANT PERSONNEL**

**4.1 Key Personnel.**

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

**4.2 Consultant's Manager.**

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

**4.3 Authority's Project Manager.**

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

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

**5.1 Disadvantaged Business Enterprise Commitment.**

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

**5.2 Insurance.**

The Consultant will take out and maintain, during the entire Term of this Contract, insurance that meets with the requirements, if any, set forth in the attached in PART C, Exhibit 8. Consultant shall submit to the Authority proof of insurances meeting the standards set forth in PART C, Exhibit 8.

**5.3 Other Special Conditions.**

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

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

**6.1 Documents Incorporated by Reference.**

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

**6.2 Order of Precedence.**

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

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

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

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

**7.1 Entire Contract.**

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

**7.2 Authority to Execute Contract.**

Execution of this Contract by the Consultant is authorized and signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Contract, including each and every representation and certification contained herein,

attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If the Consultant is a corporation, the president or vice-president must sign the Contract. In the event that the Contract is executed by someone other than the president or vice president, a certified copy of the section of the corporate by-laws or resolution of the corporation that permits the person to execute the Contract for the corporation must be furnished by Consultant prior to execution by the Authority.

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

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

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

### **7.3 Illinois Criminal Code Certification.**

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

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

### **7.4 Participation by Other Agencies**

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

Contract No.

**SIGNATURES**

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

**CONSULTANT**

**CHICAGO TRANSIT AUTHORITY**

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_

\_\_\_\_\_  
Title

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

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

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

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

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

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

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

My Commission expires:

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

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

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

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

\_\_\_\_\_  
Attorney

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

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

**CFR.** Code of Federal Regulations

**DOT.** Department of Transportation

**EPA.** Environmental Protection Agency

**FTA.** Federal Transit Administration

**RFP.** Request for Proposal

**U.S.** United States

**USC.** United States Code

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Subcontract.** A contract between Consultant and a Subconsultant.

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

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

### **2.1 Contract Interpretation.**

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

### **2.2 Severability.**

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

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

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

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

### **2.4 Counterparts.**

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

### **2.5 Assigns.**

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

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

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

**2.7 No Third Party Beneficiaries.**

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

**2.8 Independent Consultant.**

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

**2.9 Consents and Approvals.**

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

**2.10 Notices.**

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

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

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

**3.1 Standard of Performance.**

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

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

**3.2 Errors and Omissions.**

The Consultant will be responsible for the professional quality, technical accuracy, and coordination of all Scope of Services under this Contract. The Consultant will be liable for the Authority's costs resulting from errors or deficiencies in the Scope of Services furnished under this Contract. If at any point the

Authority determines that the Consultant is reasonably liable for any error or deficiency, the General Manager, Purchasing will notify the Consultant in writing of the liability. Within 30 days of said notification, the Consultant will remit the amount of the liability to the Authority or notify the Authority of its disagreement. Any disagreement must be resolved pursuant to PART B, Article 7.

### **3.3 Correction of Services.**

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

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

## **PART B, ARTICLE 4. PAYMENTS**

### **4.1 Payment.**

The Consultant must submit appropriate invoices to the Authority on forms furnished or approved by the Authority. The invoice will only be for Scope of Services completed during the invoice period including all Subconsultants' fees. Unless specified otherwise in PART C, Exhibit 2, Payment Schedule or PART C, Exhibit 7, Special Conditions, payment will be made net 30 days after approval of submitted invoice.

Payment will be made on the basis of invoices and supporting documentation, approved by the Authority. Unless expressly provided in PART A, Article 3, neither Consultant nor any Subconsultant will be entitled to reimbursement of costs or expenses.

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

### **4.2 Criteria for Payment.**

1. Progress Payments. Upon receipt of an invoice from the Consultant, the Authority will pay the Consultant the applicable fee for the Scope of Services deemed satisfactorily performed. A progress payment, or partial or entire use of the Scope of Services by the Authority, will not constitute acceptance of the Scope of Services. Acceptance can only occur at Contract completion.
2. Final Payment. Final payment will be made by the Authority only after the Scope of Services has been accepted and the Consultant has furnished the Authority all warranties required under the Contract. The acceptance of final payment by the Consultant will operate as, and will be, a release to the Authority, its employees, and agents from all claims or liability under this Contract, for anything done or furnished or relating to the Scope of Services under this Contract, or for any act or neglect of the Authority relating to or connected with this Contract. Final payment will not, however, relieve the Consultant and its Subconsultants from the requirements of this Contract.

#### **4.3 Prompt Payment to Subconsultants.**

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

#### **4.4 Overpayment.**

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

#### **4.5 Taxes.**

Federal Excise Tax does not apply to materials purchased for the Authority by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax do not apply to materials or services purchased by the Authority by virtue of Chapter 70 Illinois Compiled Statutes Section 3605, 33 as amended. These taxes must not be included in any of the prices quoted in the Consultant's Proposal. The Authority's Illinois Tax Exemption Identification number is E9978-2987-04.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **5.4 Directive Order.**

If the Authority orders Changed Services, and the Consultant and the Authority have not agreed on an adjustment to the Contract Price and/or Contract Time, the General Manager, Purchasing will issue a

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

## **5.5 Claims by Consultant.**

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

failing to meet the time limits specified in this PART B, Section 5.5, the Consultant waives the right to seek an adjustment to Contract Price or Contract Time. The Consultant's compliance with this process is a condition precedent to filing suit.

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

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

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

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

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

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

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

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

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

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

**PART B, ARTICLE 7. DISPUTES**

**7.1 Disputes.**

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

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

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

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

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

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

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

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

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

1. In the event of a termination for cause, the Authority may hire a new consultant to complete the Scope of Services and the Consultant will be liable for all additional costs and changes incurred by the Authority because of the termination, including the excess cost of completing the Scope of Services. If the costs of completing the Scope of Services and the amounts paid to the Consultant by the Authority as part of the Contract Price exceeds the Contract Price (the "Additional Costs"), the Consultant will be liable for the Additional Costs and will pay such sum to the Authority immediately upon demand. In the event of termination, all Additional Costs incurred by the Authority, together with the cost of completing the Scope of Services, will be deducted from any moneys due or which may become due to the Consultant.
2. The right to setoff against any payments due or to become due to the Consultant under any other contract that the Consultant may have with the Authority.

## **8.4 Nonexclusivity.**

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

## **8.5 Court Determination.**

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

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

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

## **8.7 Termination for Convenience.**

The Authority may terminate this Contract, in whole or in part, at any time by written notice to the Consultant when it is in the Authority's best interest. Upon delivery of written notice of termination, all

requested Scope of Services and any performance hereunder by the Consultant will cease to the extent specified in the notice of termination. In the event of termination in whole, the Consultant will submit a final invoice, within 30 days of such termination, reflecting the Scope of Services actually performed pursuant to this Contract. This final invoice will be to the satisfaction of the Authority and for items for which no previous invoice was submitted.

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

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

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

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

### **9.1 Indemnity.**

The Consultant must indemnify and hold harmless to the maximum extent permitted by law the Authority, its agents, Board members, officials, and employees (the "Authority Parties") against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs, and expenses that may in any manner accrue against the Authority as a consequence of the execution and award or performance of this Contract or which may in any way result therefrom whether or not it is alleged or determined that any loss for which the Authority seeks indemnity is caused or contributed to or was caused in whole or in part through the negligent act or omission of the Consultant or its employees Board members, officials or agents or any of its Subconsultants or any of their Board members, employees, officials, agents, or subconsultants (collectively the "Consultant Parties"); provided that this indemnity will not extend to circumstances where the loss, injury, death or damage is determined to be caused solely by the negligence of the Authority. The Consultant must, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising in connection with this indemnity. If any judgment is rendered against the Authority Parties, the Consultant must at its own expense satisfy and discharge the judgment. If the indemnity pursuant to this Section is not permitted by the applicable law, then, to the maximum extent permitted by law, the Consultant will make full contribution to the Authority for its percentage share of any liability that is attributable to the Consultant Parties' acts or omissions. The Consultant expressly waives any legal limitations on its liability to the Authority Parties for contribution, including but not limited to limitations related to the payment of workers compensation benefits. The Consultant expressly understands and agrees that any bond or insurance protection required by this Contract or otherwise provided by the Consultant, must in no way limit the Consultant's responsibility to indemnify and defend the Authority Parties pursuant to this Section. The indemnification contained herein will survive the termination of this Contract.

### **9.2 Limitation of Liability.**

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

### **9.3 Joint and Several Liability.**

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

## **PART B, ARTICLE 10. TIME**

### **10.1 Time is of the Essence.**

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

### **10.2 Time for Changes.**

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

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

### **11.1 Ownership of Documents.**

All documents and other media, data studies, designs, intellectual property and reports, including without limitation, the Deliverables, developed in the performance of this Contract or provided as instruments of the Scope of Services are agreed to be the sole property of the Authority. During the performance of the Scope of Services, the Consultant will be responsible for any loss or damage to the materials herein enumerated while they are in its possession, and any such item lost or damaged will be restored at the expense of the Consultant. At any time, upon demand by the Authority, the Consultant must furnish to Authority, at the Authority's expense, a complete set of all such materials prepared by the Consultant and its Subconsultants as of the date of such demand. In the event of the Consultant's failure to comply with the Authority's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and that the Authority will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

The Consultant agrees not to assert or authorize others to assert any rights or make any claim under the patent or copyright laws, or otherwise to any such documents and other materials referenced in this Section 11.1.

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

### **11.2 Confidential Information.**

1. The Consultant, each Subconsultant, and its and their Board members, employees, officials, Subconsultants and agents ("Consultant Parties") will keep confidential all information furnished to it by the Authority or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of the Consultant.

2. To the extent that the Authority specifically designates, orally or in writing, any information furnished by the Authority as confidential information ("Authority Confidential Information") such Authority Confidential Information and all information prepared by or on behalf of the Consultant based on Authority Confidential Information shall be subject to the provisions of this subparagraph 11.2.2. The Consultant will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Consultant's own most confidential information. All Consultant Parties with access to the Authority Confidential Information must sign a Confidentiality Statement certifying that such person or entity will not disclose, publish, or otherwise make available to any person or party the Authority Confidential Information protected by the Contract. The Consultant acknowledges that the disclosure of any Authority Confidential Information will give rise to irreparable injury to the Authority, which cannot be adequately compensated in damages. Accordingly, the Consultant agrees that the Authority may obtain injunctive relief against disclosure or threatened disclosure of the Authority Confidential Information, in addition to such other remedies that may be available to the Authority in law or at equity. This paragraph of the Contract will survive the termination of this Contract.

## **PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT**

### **12.1 No Assignment of Contract.**

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

### **12.2 No Assignment of Contract Funds.**

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

### **12.3 Subconsultants.**

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

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

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

1. PART B, Section 2.1 "Contract Interpretation"
2. PART B, Section 3.1 "Standard of Performance"
3. PART B, Section 4.5 "Taxes"
4. PART B, Article 6 "Access and Records"
5. PART B, Article 8 "Events of Default and Termination" (in all subcontracts in excess of \$10,000)
6. PART B, Article 9 "Indemnity and Liability"
7. PART B, Article 11 "Ownership of Documents, Intellectual Property, Confidentiality"
8. PART B, Article 13 "Advertising and Publicity"
9. PART B, Section 15.3 "Civil Rights"
10. PART B, Section 15.4 "Illinois Human Rights Act"
11. PART B, Section 15.7 "Authority Ethics Ordinance"

12. PART B, Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
13. PART B, Section 15.9 "Foreign Trade Restrictions"
14. PART B, Section 15.10 "Conflict of Interest"
15. PART B, Section 15.12 "No Federal Obligation to Consultant or Others"
16. PART B, Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
17. PART B, Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
18. PART B, Section 15.15 "Environmental Requirements"
19. PART B, Section 15.16 "Fly America"
20. PART B, Section 16.1 "Governing Law"
21. PART B, Section 16.2 "Jurisdiction"
22. All other provisions required by Regulations to apply to Subconsultants.

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

#### **PART B, ARTICLE 13. ADVERTISING AND PUBLICITY**

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

#### **PART B, ARTICLE 14. REPRESENTATIONS OF CONSULTANT**

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

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

Authority's solicitation which is attached hereto as part of PART C, Exhibit 6 to the Contract, and the Consultant's oral presentation(s), if any.

## **PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS**

### **15.1 Consultant's Compliance with All Laws.**

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

### **15.2 Permits and Licenses.**

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

### **15.3 Civil Rights.**

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal Transit Law at 49 USC § 5332, the Consultant agrees that it will not discriminate against any employee or applicant on the basis of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
  - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal Transit Laws at 49 USC § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Services provided under this Contract. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with all implementing requirements FTA may issue.
  - b. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal Transit Law at 49 USC § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
  - c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Consultant agrees that it will comply with the requirements of US

Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

3. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The Consultant will send to each labor union or representative of workers with whom the representative has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority's General Manager, Purchasing, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.

f. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies applied as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant must include the provisions of the above Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the Federal Government contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4. The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **15.4 Illinois Human Rights Act.**

During the term of this Contract, the Consultant must:

1. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
2. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
3. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request from time to time.
4. Have written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Consultant's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided in Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105). A copy of the policies must be provided to the Illinois Department of Human Rights upon request.
5. The Consultant must include verbatim or by reference, the provisions of this Section 15.4 in every subcontract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions will be binding upon such Subconsultant. In the same manner as with other provisions of this Contract, Consultant will be liable for such Subconsultant's compliance with applicable provisions of this clause; and further it will promptly notify the Authority and the Illinois Department of Human Rights in the event that any Subconsultant fails or refuses to comply therewith. In addition, the Consultant must not utilize any Subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### **15.5 Disclosure of Ownership.**

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

#### **15.6 State Energy Conservation Plan.**

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

#### **15.7 Ethics Ordinance.**

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

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

1. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq.* and United States Department of Transportation

regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Scope of Services. Upon execution of this Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

2. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority or to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) on the Consultant to the extent the Federal Government deems appropriate.
3. The Consultant agrees to include the above 2 clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses must not be modified, except to identify the Subconsultant that will be subject to the provisions.

#### **15.9 Foreign Trade Restrictions.**

The Consultant, and each Subconsultant certifies that it:

1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. Has not knowingly entered into any Contract or Subcontract for the Scope of Services with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; or
3. Has not procured any product nor subcontracted for the supply of any product for use on this Contract that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR Part 30.17, no Contract will be awarded to a Subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on this Contract, the FTA may direct, through the Authority, cancellation of the Contract at no cost to the Government or the Authority. Further, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. The Consultant may rely on the certification of a prospective Subconsultant unless the Consultant has knowledge that the certification is erroneous. The Consultant will provide immediate written notice to the Authority if it learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

Each Subconsultant must agree to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the Contract award. If it is later determined that the Consultant or any Subconsultant of any tier knowingly

rendered an erroneous certification, the FTA may direct, through the Authority, cancellation of the Contract or Subcontract for default at no cost to the Federal Government or the Authority.

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America, and making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

**15.10 Conflict of Interest.**

1. No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Scope of Services or the carrying out of the Scope of Services to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.
2. In accordance with 41 USC § 22, the Consultant agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising herefrom.
3. The Consultant covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and Subconsultants presently have no interest and will not acquire any interest, direct or indirect, in the Scope of Services to which this Contract pertains, which would conflict in any manner or degree with the performance of the Services hereunder. The Consultant further covenants that, in the performance of this Contract, no person having any such interest will be employed by the Consultant.
4. An organizational conflict of interest exists when the nature of work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or subcontractor or impair its objectivity in performing the Contract. The Consultant is prohibited from performing any work or services for the Authority that conflict with work or services that the Consultant performs under any other contract with the Authority. The restrictions in this paragraph are applicable to all Subconsultants. The Consultant has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

**15.11 No Exclusionary or Discriminatory Specifications.**

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

**15.12 No Federal Government Obligation to Consultant or Others.**

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

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

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

**15.14 Incorporation of Federal Transit Administration (FTA) Terms.**

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

**15.15 Environmental Requirements.**

For all contracts exceeding \$100,000 in Contract Value, the Consultant must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq. and the Clean Air Act, as amended, 42 USC § 7401 et seq. The Consultant also must report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required, to the FTA and the appropriate US EPA Regional Office.

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

**15.16 Fly America.**

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

**PART B, ARTICLE 16. GOVERNING LAW AND JURISDICTION**

**16.1 Governing Law.**

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

**16.2 Jurisdiction.**

The Consultant hereby irrevocably submits, and will require and cause its Subconsultants to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Consultant agrees that service of process on the Consultant may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office

as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant

## **PART C: INDEX OF EXHIBITS**

### **EXHIBIT 1. SCOPE OF SERVICES**

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

### **EXHIBIT 2. PAYMENT SCHEDULE**

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

### **EXHIBIT 4. CONSULTANT'S BEST AND FINAL OFFER**

### **EXHIBIT 5. THE AUTHORITY'S RFP DOCUMENT**

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

### **EXHIBIT 7. SPECIAL CONDITIONS**

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

### **EXHIBIT 8. INSURANCE REQUIREMENTS**

[ATTACHED] OR [NONE REQUIRED]

### **EXHIBIT 9. SUPPLEMENTAL MATERIAL**

[ATTACHED] OR [NONE REQUIRED]

## APPENDIX C

**SPECIAL CONDITIONS  
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT  
REQUEST FOR PROPOSALS (RFP)  
REQUISITION NUMBER: B12FT04182**

**I. POLICY AND TERMS**

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

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

**Disadvantaged Business Enterprise Goal: 0%**

- C. **The submitted RFP proposal is to include a written commitment that the proposer will comply with the DBE goal.**
- D. The DBE participation goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE participation goal is based on the proposer's operating expenses and not on the total anticipated revenue to be generated by the contract. The proposer may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below.
- E. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options and change orders. The proposer agrees to make its best effort to include DBE participation in any contract modification work.
- F. The goal may be met, as further explained in Section IV hereof, by proposer's status as a DBE, by a joint venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section V hereof.
- G. All documentation of good faith efforts by a proposer **must** be included in the envelope or package containing the proposal.
- H. The Authority prohibits agreements between a proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers.

## II. DEFINITIONS

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

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

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

### III. JOINT VENTURES

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

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

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

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

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

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

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

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

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

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

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

## V. GOOD FAITH EFFORTS

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

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

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

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

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

## VI. PROCEDURE TO DETERMINE PROPOSAL COMPLIANCE

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

### A. Letters of Certification

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

### B. Joint Ventures

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

## VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

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

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

## VIII. DBE SUBSTITUTIONS

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

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

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

## IX. NON-COMPLIANCE

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

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

#### **X. RECORD KEEPING**

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

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

#### **XI. MINORITY FINANCIAL INSTITUTIONS**

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

## Schedule B

### AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

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

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

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

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

1. Sharing of profit and loss: \_\_\_\_\_
2. Capital contributions:
  - (a) Dollar amounts of initial contribution: \_\_\_\_\_
  - \_\_\_\_\_
  - (b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_
  - \_\_\_\_\_
3. Contributions of equipment (*specify types, quality and quantities of equipment to be provided by each venturer*):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Other applicable ownership interests, including ownership options or other agreements, which restrict or limit ownership and/or control:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. **Provide copies of all written agreements between venturers concerning this project.**
6. Identify each current Chicago Transit Authority contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

A. Joint venture check signing:

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

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**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: 

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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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## Schedule B

### AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

[illegible]

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

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

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

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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**

***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***

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

**Sub-Contracting Levels**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

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

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

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

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

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

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

**SEAL**

## Schedule D: DBE UTILIZATION PLAN

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

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

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

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

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

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

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

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

(Name of Prime Contractor)

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

[illegible]

**Total Dollar Amount for All DBE Contracts Listed Above: \$ \_\_\_\_\_**  
**SPECIFY ANNUALLY or TOTAL VALUE**

**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<br/>NON-DBE</b> | <b>AGE OF FIRM</b> | <b>GROSS RECEIPT<br/>RANGE</b> |
|------------------|---------------------|---------------------------|--------------------|--------------------------------|
|                  |                     |                           |                    |                                |
|                  |                     |                           |                    |                                |
|                  |                     |                           |                    |                                |
|                  |                     |                           |                    |                                |
|                  |                     |                           |                    |                                |
|                  |                     |                           |                    |                                |
|                  |                     |                           |                    |                                |
|                  |                     |                           |                    |                                |

## DBE Assistance Agencies

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

|   |  |
|---|--|
| <p><b>Alliance of Business Leaders &amp; Entrepreneurs (ABLE)</b><br/> 150 N. Michigan Ave., Suite 2800<br/> Chicago, IL 60601<br/> Contact: Donna Gaines<br/> Phone: (312) 624-7733<br/> Fax: (312) 275-7841<br/> Email: <a href="mailto:dgaines@ablechicago.com">dgaines@ablechicago.com</a><br/> Website: <a href="http://www.ablechicago.com">www.ablechicago.com</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>   | <p><b>Black Contractor United (BCU)</b><br/> 400 W. 76<sup>th</sup> St., Suite 200<br/> Chicago, IL 60620<br/> Contact: Belinda Henderson<br/> Phone: (773) 483-4000<br/> Fax: (773) 483-4150<br/> Email: <a href="mailto:belinda_bcu@att.net">belinda_bcu@att.net</a><br/> Website: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>  |
| <p><b>Chatham Business Association (CBA)</b><br/> 8441 S. Cottage Grove Ave.<br/> Chicago, IL 60619<br/> Contact: Melinda Kelly<br/> Phone: (773) 994-5006<br/> Fax: (773) 994-9871<br/> Email: <a href="mailto:melkelcba@sbcglobal.net">melkelcba@sbcglobal.net</a><br/> Website: <a href="http://www.cbaworks.org">www.cbaworks.org</a><br/> <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><br/> 105 W. Adams<br/> Chicago, IL 60603<br/> Contact: Shelia C. Hill Morgan<br/> Phone: (312) 755-8880<br/> Fax: (312) 755-8890<br/> Email: <a href="mailto:shillmorgan@chicagomsdc.org">shillmorgan@chicagomsdc.org</a><br/> Website: <a href="http://www.cmbdc.org">www.cmbdc.org</a><br/> <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><br/> 4510 S. Michigan Ave.<br/> Chicago, IL 60653<br/> Contact: Kenya Spann<br/> Phone: (773) 285-5800<br/> Fax: (773) 285-7772<br/> Email: <a href="mailto:kspann@thechicagourbanleague.org">kspann@thechicagourbanleague.org</a><br/> Website: <a href="http://www.thechicagourbanleague.org">www.thechicagourbanleague.org</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>  | <p><b>Federation of Women Contractors (FWC)</b><br/> 5650 S. Archer Ave.<br/> Chicago, IL 60638<br/> Contact: Joan Anderse<br/> Phone: (312) 360-1122<br/> Fax: (312) 360-0239<br/> Email: <a href="mailto:joan@andersenpump.com">joan@andersenpump.com</a><br/> Website: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a><br/> <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>   |
| <p><b>Hispanic-American Construction Industry Association (HACIA)</b><br/> 901 West Jackson Blvd., Suite 205<br/> Chicago, IL 60607<br/> Contact: Jorge Perez<br/> Phone: (312) 666-5910 ext. 22<br/> Fax: (312) 666-5692<br/> Email: <a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a><br/> Website: <a href="http://www.haciaworks.org">www.haciaworks.org</a><br/> <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><br/> 855 W. Adams, Suite 100<br/> Chicago, IL 60607<br/> Contact: Omar Duque<br/> Phone: (312) 425-9500<br/> Fax: (312) 425-9510<br/> Email: <a href="mailto:oduque@hccbusiness.net">oduque@hccbusiness.net</a><br/> Website: <a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a><br/> <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>Latin American Chamber of Commerce (LACC)</b><br/> 3512 W. Fullerton Avenue<br/> Chicago, IL 60647<br/> Contact: D. Lorenzo Padron<br/> Phone: (773) 252-5211<br/> Cellular: (847) 894-5722<br/> Fax: (773) 252-7065<br/> Email: <a href="mailto:D.LorenzoPadron@latinamericanchamberofcommerce.com">D.LorenzoPadron@latinamericanchamberofcommerce.com</a><br/> Website: <a href="http://www.latinamericanchamberofcommerce.com">www.latinamericanchamberofcommerce.com</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>Philippine American Chamber of Commerce of Greater Chicago (PACCGC)</b><br/> 3413 N. Milwaukee Ave.<br/> Chicago, IL 60641<br/> Contact: James Villar<br/> Phone: (773) 545-4330<br/> Fax: (773) 545-4373<br/> Email: <a href="mailto:jamesvillar@paccgc.org">jamesvillar@paccgc.org</a><br/> 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><br/> 8 S. Michigan Ave., 4<sup>th</sup> Floor<br/> Chicago, IL 60603<br/> Contact: Freida Curry<br/> Phone: (312) 853-3477<br/> Fax: (312) 853-0145<br/> Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a><br/> 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>   |   |

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

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

## **INSTRUCTION SHEET ON COUNTING PROPOSED DBE PARTICIPATION & PROPERLY COMPLETING DBE SCHEDULES C & D**

### **FOR CREDIT TOWARD THE DBE CONTRACT GOAL, COUNT ONLY:**

- PARTICIPATION by DBEs certified by the Illinois Unified Certification Program (IL UCP)
- PARTICIPATION by DBEs within their IL UCP certified Area of Expertise
- PARTICIPATION by DBEs directly related to this procurement/proposal

### **REFER TO:**

- Bid Document/Contract Document --
  - Special Conditions, Disadvantaged Business Enterprise Commitment, IV. Counting DBE Participation Toward the Contract Goal; and
- USDOT Regulations --
  - 49 CFR Part 26.55- How is DBE participation counted toward goals?

Schedules C and D are reviewed to evaluate and determine DBE credit for proposed DBE participation. The information provided must be in agreement between Schedule C and D. The **Schedules must be completely filled out** and the **Description of Work must be detailed**. See Schedule C and Schedule D Checklists.

### **EXAMPLES:**

If an electrical subcontractor is a DBE Participant, the description of work should include more than "Electrical" or "Electrical Work". The description should be inclusive of the entire scope of the distinct subcontracted portion of work that the firm will be performing, e.g. "Furnish labor, material and equipment to install...." Identify what the firm is providing and/or provide description from the contract specifications.

If an architectural engineering subconsultant is a DBE Participant, the description of work should include more than "Engineering" or "Architectural Services". The description should be inclusive of the entire scope of the distinct subcontracted portion of work that the firm will be performing. Identify what the firm is providing and/or provide description from the contract specifications.

If a material supplier is a DBE Participant, the description of work should include more than "Electrical Material", "Plumbing Fixtures", etc. It should be specific and detailed as necessary to the actual activity taken by the DBE Participant, i.e. Furnish and Deliver to the Job Site.... Identify the material(s) and/or provide description from the contract specifications. Include quantities and unit prices when applicable.

If a trucking firm is a DBE Participant, the description of work should include more than "Trucking" or "Delivery". The description should include the origin, destination, and the items (as described in the specifications, if possible) to be hauled, trucked, or delivered.

**The description of the DBE's proposed subcontracted portion of work must be clearly defined in detail so as to determine whether the DBE firm is performing a commercially useful function as per USDOT Regulation 49 CFR 26.55 (c):**

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining

**INSTRUCTION SHEET ON COUNTING PROPOSED DBE PARTICIPATION  
&  
PROPERLY COMPLETING DBE SCHEDULES C & D (cont.)**

quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.



[NAME OF PROJECT/CONTRACT]

1

REQUISITION NO.: L##LL#####

2

SPECIFICATION NO.: CTA #####

DRAWING NO.: None

PROJECT NO.: ###

INSURANCE REQUIRED: None

BID DEPOSIT AMOUNT: None

**INFORMATION:**

**Procurement Administrator:**

**Phone Number:**

BID PACKAGES TO BE RETURNED TO:

**In Person Drop-off or Delivery Service**

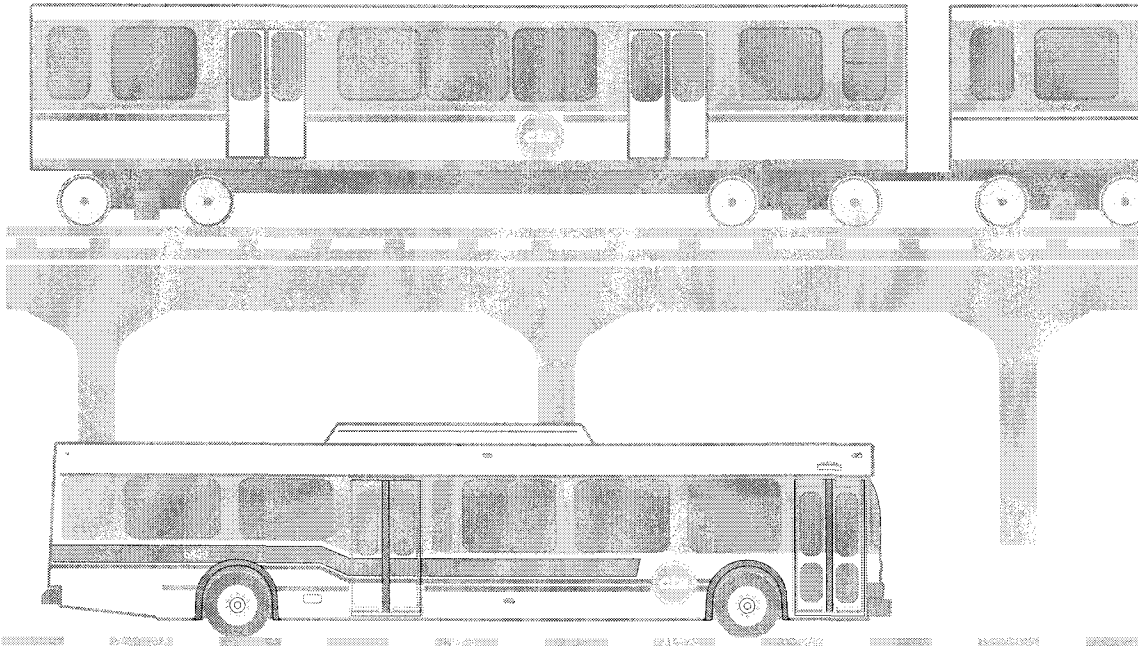
Chicago Transit Authority

Bid Office - 2<sup>nd</sup> Floor

567 W. Lake Street

Chicago, IL 60661-1498

**All Signatures to be sworn before a Notary Public**



ISSUED BY

Purchasing Department, Chicago Transit Authority

P.O. Box 7560, Chicago, IL 60661-1498

Marina Popovic, Vice President, Purchasing

Forrest Claypool, President

Terry Peterson, Chairman

## DBE Schedule Checklist

### Schedule C

#### Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant

***A completed and signed Schedule C consists of the following elements:***

- ☐ 1. Requisition/Contract Description
- ☐ 2. Requisition/Contract No.
- ☐ 3. DBE Participant Company Name
- ☐ 4. Bidder/Prime Contractor Company Name
- ☐ 5. Date of IL UCP DBE Certification Letter
- ☐ 6. Description/Type of Work (In Detail) (SEE ATTACHED INSTRUCTION SHEET)
- ☐ 7. Quantity/Unit Price, if Applicable
- ☐ 8. Dollar Amount of DBE Contract (Lump Sum Amount for Work or Extended Price for individual Quantity/Unit Price Items) NOTE: Specify amount Annually or Total Value
- ☐ 9. (Sub or Grand) Total of above Lump Sum Amount(s) and/or Extended Price(s)
- ☐ 10. Phase (if Applicable) in Which Above-Described Work Will Be Performed

#### ***Sub-Contracting Levels***

- ☐ 11. %   \*   of the dollar amount of the DBE's subcontract will be sublet to non-DBE contractors.
- ☐ 12. %   \*   of the dollar amount of the DBE's subcontract will be sublet to DBE contractors.

- \* *This is to disclose the % of above-named DBE participant's work to be further subcontracted to others (DBE or non-DBE), not the DBE Participant's % of work on the Bidder's/Prime Contractor's bid/contract.*
- \* *% is to be filled in with a Zero (0) if the above-named DBE Participant will not be further subcontracting any of the work described in this Schedule C.*

- ☐ 13. Signature of Owner, President or Authorized Agent of DBE
- ☐ 14. Printed Name/Title of Owner, President or Authorized Agent of DBE
- ☐ 15. Date Signed
- ☐ 16. Phone Number of Owner, President or Authorized Agent of DBE

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

- ☐ 17. Signature of Owner, President or Authorized Agent of non-DBE
- ☐ 18. Printed Name/Title of Owner, President or Authorized Agent of non-DBE
- ☐ 19. Date Signed
- ☐ 20. Phone Number of Owner, President or Authorized Agent of non-DBE
  
- ☐ 21. Completed notarization for Signature of Owner, President or Authorized Agent of DBE Company

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

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

Name of Project/Contract: 1 See Front Page of Bid Document

Requisition No.: 2 See Front Page of Bid Document

Job Order No.: N/A

From: 3 DBE Participant Company Name  
(Name of DBE Firm)

To: 4 Bidder/Prime Contractor Company Name and the Chicago Transit Authority  
(Name of Prime Contractor)

The DBE status of the undersigned is confirmed by the attached Letter of Certification from the IL UCP  
dated 5 Date of IL UCP DBE Certification Letter.

(If proposing to perform as a DBE/non-DBE Joint Venture, the Letter of Certification from the DBE venturer  
is attached along with a completed Schedule B and joint venture agreement).

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

| <u>Description/Type of Work (In Detail)</u> | <u>Quantity/Unit Price</u> | <u>Dollar Amount of DBE Contract</u> |
|---|----------------------------|--------------------------------------|
| <u>6 See Instruction Sheet</u>              | <u>7 #/\$</u>              | <u>8 Lump Sum or Extended Price</u>  |
|   |                            |                                      |
|   |                            |                                      |
|   |                            |                                      |
|   |                            |                                      |
|   |                            |                                      |
|   |                            |                                      |
|   |                            |                                      |
|   |                            |                                      |
|   |                            |                                      |

**Sub (or Grand) Total: \$ 9 Total of Above Amounts**  
(SPECIFY ANNUALLY or TOTAL VALUE)

**Multi-Phase Project(s).** For those projects that are multi-phase, please indicate the phase in which the  
DBE will be performing work: 10

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

**Sub-Contracting Levels**

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

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

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

**NOTICE:** IF ANY 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.

13

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

14

Name/Title (Print)

15

Date

16

Phone

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

17

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

18

Name/Title (Print)

19

Date

20

Phone

**21** 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**

## **DBE Schedule Checklist**

### **Schedule D DBE Utilization Plan**

***A completed and signed Schedule D consists of the following elements:***

- ☐ 1. Requisition/Contract Description
- ☐ 2. Requisition/Contract No.
- ☐ 3. State of
- ☐ 4. County (City) of
- ☐ 5. Title of Affiant (Bidder/Prime Contractor Duly Authorized Representative)
- ☐ 6. Bidder/Prime Contractor Company Name
- ☐ 7. DBE Participant(s) Company Name(s)
- ☐ 8. Description/Type of Work (In Detail) for Each DBE Participant (See Instruction Sheet)
- ☐ 9. Dollar Amount of Each DBE Contract (Sub or Grand) Total from each DBE's Schedule C)
- ☐ 10. Total Dollar Amount for All DBE Contracts Listed (Specify Annually/Total Value)
- ☐ 11. Printed or Typed Name of Person Designated as DBE Liaison Officer
- ☐ 12. Phone Number of Person Designated as DBE Liaison Officer
- ☐ 13. Printed or Typed Name of Bidder/Prime Contractor
- ☐ 14. Signature of Affiant
- ☐ 15. Printed or Typed Name and Title of Affiant
- ☐ 16. Date Signed
- ☐ 17. Completed notarization for Affiant of Bidder/Prime Contractor

## 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: 1 See Front Page of Bid Document

Requisition No.: 2See Front Page of Bid Document

Job Order No.: N/A

State of 3

County (City) of 4

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

**5 Bidder/Prime Contractor Affiant Title** \_\_\_\_\_ and duly authorized representative of  
(Title of Affiant)

**6 Bidder/Prime Contractor Company Name**  
(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: \$10** Total of Above Amounts  
(SPECIFY ANNUALLY or TOTAL VALUE)

**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:

\_\_\_\_\_  
11 (Name - Please Print or Type) 12 (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.

\_\_\_\_\_  
13 (Name of Prime Contractor – Print or Type)

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

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

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

17 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**

## **GUIDANCE CONCERNING GOOD FAITH EFFORTS (49 CFR – 26.53)**

In order to be responsive, a bidder must make good faith efforts to meet the DBE participation goal set forth in the contract. The bidder must document the good faith efforts it made in that regard. Thus, the Bid submitted to the Authority must be accompanied by written documentation prepared by the bidder evidencing all of its sufficient and reasonable good faith efforts toward fulfilling the goal. These efforts must be active steps, and ones, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Mere *pro forma* efforts are not acceptable and will be rejected by the General Manager, DBE Program. Good Faith Efforts require that the bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract DBE participation goal. The following list, which is not exclusive or exhaustive, sets forth the types of actions, which indicate good faith efforts on the part of a bidder to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract involved.

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

## APPENDIX D

## **BID PROTEST PROCEDURES**

### **SECTION I – AUTHORITY BID PROTEST PROCEDURE**

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

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

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

**B. Definitions for purposes of this section -**

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

**C. Submission of Protest**

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

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

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

**D. Types of Protests and Timing**

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

**1. Protest regarding solicitation**

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

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

## **2. Protests regarding bid evaluation**

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

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

## **3. Protests Regarding Award of Contract**

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

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

## **E. Authority Response**

### **1. Types of Protests**

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

#### **a. Protest regarding solicitation**

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

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

#### **b. Protests regarding bid evaluation**

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

#### **c. Protests after award**

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

## **2. Decisions by Authority**

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

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

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

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

## **SECTION II – FTA BID PROTEST PROCEDURE**

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

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

## APPENDIX E

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

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

its principles:

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

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

\_\_\_\_\_  
(Signature and Title of Authorized Official)

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

## APPENDIX F

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

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

its principles:

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

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

\_\_\_\_\_  
(Signature and Title of Authorized Official)

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

## APPENDIX G

## 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.

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Signature and Title of Authorized Official

---

Date

## APPENDIX H

## LOBBYING CERTIFICATION

### Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
(Type or print name of contractor)

\_\_\_\_\_  
(Signature of authorized officer)

\_\_\_\_\_  
(Title of authorized officer)

## APPENDIX I

## BRIEF HISTORY OF YOUR COMPANY

***Tell us about your company:***

**Company Name:** \_\_\_\_\_

**Address:**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Local Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Phone Number: (     ) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: (     ) \_\_\_\_\_ - \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**How many years has your company been in business?** \_\_\_\_\_

**How many employees?** \_\_\_\_\_ **Annual Sales?** \_\_\_\_\_

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

**Manufacturer** \_\_\_\_\_ **Supplier** \_\_\_\_\_ **Distributor** \_\_\_\_\_ **Other (explain)** \_\_\_\_\_

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

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

**Firm Name**

### Contact Person

Telephone[illegible]

## APPENDIX J

## DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

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

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

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

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

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

Requisition Number: \_\_\_\_\_ Bidder Name: \_\_\_\_\_

Bidder Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

☐ Purchasing ☐ Other: \_\_\_\_\_

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

### DISCLOSURE OF OWNERSHIP INTERESTS

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

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

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

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

1. Incorporated in the State of \_\_\_\_\_.

2. List below the name and title of all officers of the corporation:

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:**

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

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

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

| Name  | Business Address | Ownership Interest |
|-------|------------------|--------------------|
| _____ | _____            | _____ %            |
| _____ | _____            | _____ %            |
| _____ | _____            | _____ %            |

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

| Name  | Business Address | Ownership Interest |
|-------|------------------|--------------------|
| _____ | _____            | _____ %            |
| _____ | _____            | _____ %            |

\_\_\_\_\_ %

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

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

| Name  | Business Address | Title |
|-------|------------------|-------|
| _____ | _____            | _____ |
| _____ | _____            | _____ |
| _____ | _____            | _____ |

**B. PARTNERSHIPS**

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

| Name  | Business Address | Ownership Interest |
|-------|------------------|--------------------|
| _____ | _____            | _____ %            |
| _____ | _____            | _____ %            |
| _____ | _____            | _____ %            |

**C. LIMITED LIABILITY COMPANIES**

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

| Name  | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

| Name  | Business Address | Ownership Interest |
|-------|------------------|--------------------|
| _____ | _____            | _____ %            |
| _____ | _____            | _____ %            |
| _____ | _____            | _____ %            |

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

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

| Name  | Business Address |
|-------|------------------|
| _____ | _____            |
| _____ | _____            |
| _____ | _____            |

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

| Name  | Business Address | Ownership Interest |
|-------|------------------|--------------------|
| _____ | _____            | _____ %            |
| _____ | _____            | _____ %            |
| _____ | _____            | _____ %            |

**E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS**

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

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

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

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

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

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

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

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

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

If Yes, provide names and amount of ownership interest:

| Name  | Ownership Interest |
|-------|--------------------|
| _____ | _____ %            |
| _____ | _____ %            |
| _____ | _____ %            |

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

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

| Name  | Title | Areas of Responsibility |
|-------|-------|-------------------------|
| _____ | _____ | _____                   |
| _____ | _____ | _____                   |
| _____ | _____ | _____                   |

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

**BIDDER:**

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

**NOTARIZATION - REQUIRED**

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

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

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

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

(NOTARY'S SEAL)

## APPENDIX K

## **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. B12FT04182- Request for Proposals to Provide an Employee Selection Assessment Tool, \_\_\_\_\_ ("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: \_\_\_\_\_

rev 03/06jrs

## **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. B12FT04182- Request for Proposals to to Provide an Employee Selection Assessment Tool : \_\_\_\_\_ ("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.
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5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.
6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.
7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.
8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.
9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

\_\_\_\_\_  
Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX L

## Table of Exceptions

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

[illegible]