



CHICAGO TRANSIT AUTHORITY

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

July 17, 2014

**Subject:** B14FI04346- Requests for Proposals (RFP) for Consulting Services to Monitor and Report on DBE Labor and Workforce Diversity Levels for Various Construction Projects for Three Years with Two One-year Options from Date of Contract Execution

**Re:** Addendum #1

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.

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

**Due Date:** Wednesday, July 30, 2014

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

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour. 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 a.m. to 4:30 p.m. 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.

Sincerely,

Robert Miller  
General Manager, Purchasing

cc: File

**Addendum #1  
Answers to Written Questions  
B14FI04346**

1. Is this a completely new contract or the renewal of an existing one?

**Answer:** This is a new contract.

2. If the renewal of an existing one, who is/are the incumbent(s)?

**Answer:** The previous contract for these services was for the Dan Ryan project, which has been completed. (Requisition No. B13FI04239 – Request for Proposals for Consulting Services to Monitor and Report on DBE Labor and Workforce Diversity Levels for the Dan Ryan Track Renewal and Station Improvement Project). The monitoring services were awarded to Ringold Financial Management Services, Inc.

3. If a new contract, how has CTA handled these services in the past (CTA staff, on-site support staff, etc.)?

**Answer:** See answer # 2.

4. Please assist in obtaining a list of proposal holders on the above referenced solicitation. (Attachment A)

**Answer:** Please see attached lists of firms who have registered to download the RFP.

5. I was wondering if CTA has any restrictions for proposers who are seeking to participate on more than one team.

**Answer:** There are no restrictions for proposers who are seeking to participate on more than one team.

6. What are the potential projects, project locations and project durations that will require the requested consulting services?

**Answer:** The Red Purple Modernization Project (RPM), the Red Line Terminal Project and various other projects not yet identified. The project durations have not been determined.

7. What is the desired format for the deployment plan, described on Page 4?

**Answer:** The format will be determined upon assignment of a specific construction project.

8. On Page 4, CTA states, "The number of business days allowed for preparation of the Task Order Work Proposal will vary based on the complexity of the requested work."

- a. What is the minimum number of days allowed for preparation of the task order?

**Answer:** The minimum number of days will be determined upon issuance of a task order.

- b. Is there a limit to the number of task orders issued to one consultant?

**Answer:** No.

8. When issues or areas of concern are reported by the consultant, does this present the consultant with the opportunity to discuss hiring and contracting policy revisions?

**Answer:** No.

9. Is this consulting service seen as a strategic consulting and process improvement assignment, or is this contract strictly seen as a compliance and monitoring assignment?

**Answer:** Strictly compliance and monitoring.

10. In Appendix A (Price Proposal), the format has a line item for annual hourly rates, but no space to indicate specified hours for each title. However, the form is setup to show an annual cost and grand total for years 1-3. Please clarify how the pricing proposal should be formatted and what information CTA requires to arrive at both an annual and grand total rate for years 1-3 for this task order based contract.

**Answer:** The attached price proposal replaces Appendix A as originally published in the RFP. Proposers must use this form when submitting their price proposal. (Attachment B - Appendix A, Price Proposal)

11. On page 9 of the RFP under the Financial Stability section, audited financial statements are requested. Would CTA accept unaudited financial statements from private firms not publically traded, and therefore not required by law to produce audited financial statements?

**Answer:** CTA will accept unaudited financial statements which must be accompanied by 2012 and 2013 tax returns.

12. What is the estimated budget for 2014, 2015 and 2016?

**Answer:** This information is not available.

13. Is there a current incumbent?

**Answer:** See answer # 2.

14. If yes, what is the incumbent's current staffing level?

**Answer:** This information is not available.

15. What were the staffing levels (including sub consultants) for the immediate past three fiscal years/contract periods?

**Answer:** This information is not available.

16. Can you provide additional detailed information on staffing requirements and the desired level of expertise?

**Answer:** This information will not be available until issuance of a task order.

17. How many staff do you expect to be utilized to support the contract?

**Answer:** See answer # 16.

18. What is the ideal staffing level?

**Answer:** See answer # 16.

19. Must all or some of the associates work on-site?

**Answer:** See answer # 16.

20. What other direct costs are allowed?

**Answer:** See answer # 16.

21. Can you further explain how section 3.4 – Option to Withhold Payment of Fees, Not to Exceed 15% of the Total Contract Value will be enforced?

**Answer:** This section is not applicable for these consulting services.

22. Will CTA provide on-site facilities, vehicles, computers and other equipment to support the requested consulting services?

**Answer:** No.

23. If no professional services are being used on the contract, can general liability insurance be used versus professional liability coverage?

**Answer:** No.

24. Is there a listing of those who received the RFP and expressed interest?

**Answer:** See answer # 4.

25. Is there a listing of DBE firms who received the RFP and expressed interest?

**Answer:** See answer # 4.

26. The monitoring services requested through this RFP appear to be aimed at improving internal control over compliance. Is the intention for the awarded firms to become a part of the system of internal control for compliance for the areas specified in the RFP?

**Answer:** No.

27. Is there a budget for the amount of work anticipated for each service for each of the contract years?

**Answer:** See answer #16.

28. Why was this RFP issued?

**Answer:** To fulfill a reporting compliance grant requiring such services be in place when construction commences on various CTA projects.

29. Have these monitoring services been in place prior to this RFP? If so, for how long, who is providing the services and what was the historical cost?

**Answer:** See answer # 2. The contract award was for \$145,478.40.

#### Additional Information

Attached, please find additional information regarding this solicitation. (Attachment C)

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

## **Attachment A**



Chicago Transit Authority

Solicitation Id	Solicitation Number	Registered On	First Name	Last Name	Title	Company	Address	City	State	Zip	Country	Phone	Fax	Email
1601	B14FI04346	6/23/2014 9:36:10 AM	Donald	McIntosh	Vice President	Diversified Alliances, Inc.	200 Park Ave. Ste. 330	Calumet City	IL	60409	United States	708-730-9593	708-730-9593	dmcmintosh@diversifiedalliances.com
1601	B14FI04346	6/23/2014 9:56:18 AM	Laura	Rizzardini			420 S. Home Ave., No. 107N	Oak Park	IL	60302	United States			larizzardini@rizzardini.com
1601	B14FI04346	6/23/2014 10:14:37 AM	Kevin	Hayes	Vice President	ESI Consultants, Ltd.	208 S. LaSalle St., Suite 1705	Chicago	IL	60604	United States	312-277-1700	312-929-3213	khayes@esiltd.com
1601	B14FI04346	6/23/2014 10:29:46 AM	Dante	Ferrer		Latin American Chamber of Commerce	3512 West Fullerton	Chicago		60647	United States	773-521-5211	773-252-5211	dferrer@iaccusa.com
1601	B14FI04346	6/23/2014 11:12:53 AM	Eric	Johnson			PO Box 40445	Grand Junction	CO	81504	United States			eric@bidoccean.com
1601	B14FI04346	6/23/2014 11:24:18 AM	Patrick	McKenna		CTA	587 W. Lake	Chicago	IL	60661	United States			pmckenna@transitchicago.com
1601	B14FI04346	6/23/2014 11:44:44 AM	Harry	Farchmin	Vice President	Bloom Companies, LLC	600 W. Fulton, Suite 701	Chicago	IL	60661	United States	312-876-9500	312-876-9600	hfarmin@bloomcos.com
1601	B14FI04346	6/23/2014 12:36:02 PM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800-746-9554	800-746-8307	laurie@prime-vendor.com
1601	B14FI04346	6/23/2014 5:22:00 PM	Yovelle	Drake	President	Unison Consulting	409 W. Huron St.	Chicago	IL	60654	United States			yovelledrake@unison-ucg.com
1601	B14FI04346	6/23/2014 6:18:57 PM	source	management	B14FI04346	onvia	509	seattle	WA	98101	United States	275-373-9500	275-373-9500	sourcemgmt@onvia.net
1601	B14FI04346	6/23/2014 11:25:40 PM	Michelle	Ringold	President and CEO	Ringold Financial Management Services Inc.	850 S Wabash Ave., Suite 320	Chicago	IL	60605	United States	312-566-9705	312-566-9736	mringold@ringoldfinancial.com
1601	B14FI04346	6/24/2014 2:26:05 AM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800-746-9554	800-746-8307	laurie@prime-vendor.com
1601	B14FI04346	6/24/2014 4:41:59 AM	Herold	Mallari		Deltek, Inc.	2291 Wood Oak Drive	Herndon	VI	20171	United States	800-456-2009	800-456-2009	heroldmallari@deltek.com
1601	B14FI04346	6/24/2014 7:44:00 AM	christina	valentin		bidnet	15 BRITISH AMERICAN BLVD	albany	NY	12110	United States	800-677-1997	800-677-1997	gps@bidnet.com
1601	B14FI04346	6/24/2014 8:26:56 AM	neleene	henry	director of marketing	milligan	105 n 22nd street	philadelphia	PA	19103	United States	215-496-9100	215-496-0980	nhenry@milliganpcpa.com
1601	B14FI04346	6/24/2014 9:27:34 AM	Julie	Dekuth	Associate	Shanahan & Shanahan LLP	230 West Monroe, Suite 2620	Chicago	IL	60606	United States	312-263-0607	312-263-0607	jndekuth@lawbyshanahan.com
1601	B14FI04346	6/24/2014 10:08:56 AM	Michelle	Ringold	President and CEO	Ringold Financial Management Services, Inc.	850 S. Wabash Ave., Suite 850	Chicago	IL	60605	United States	312-566-9705	312-566-9736	mringold@ringoldfinancial.com
1601	B14FI04346	6/24/2014 10:14:45 AM	Joi	Ross	CEO	APEX Direct Inc.	966 S. Bartlett Rd., #253	Bartlett	IL	60103	United States			jross@AlwaysPursuingExcellence.com
1601	B14FI04346	6/24/2014 10:37:12 AM	Jemaine	Ford	Business Services	Moraine Valley	9000 West College	Palos Hills	IL	60805	United States	708-974-974	708-974-974	jford39@morainevalley.edu

## Page 2 of 5

1601	B14F104346	6/24/2014 1:46:24 PM	chris	cole	Consultant	Community College	Parkway	5004 Thomas Drive #411	Panama City Beach	FL	32408	United States	5661	8661	chris@colesystemsintegration.com
1601	B14F104346	6/25/2014 4:26:47 AM	donna	bryant	PRESIDENT	B2B STRATEGIC SOLUTIONS INC.	160 N MICHIGAN AVE. ST. 2800	CHICAGO	IL	60601	United States	312-368-1700	866-213-8350	donna@b2bssl.com	
1601	B14F104346	6/25/2014 6:46:50 AM	Patrice	Drake	HR/Bus Consultant	Level 3 Consulting	3309 Stonebrook Circle	Huntsville	AL	35810	United States	256-1694-1580		Pdrake@level3-hsv.com	
1601	B14F104346	6/25/2014 8:47:02 AM	Charles	Turley	Director	KPMG	200 E Randolph	Chicago	IL	60431	United States	312-665-2208		cturley@kpmg.com	
1601	B14F104346	6/25/2014 9:05:04 AM	Brian	Jiguere	Sr. Compliance Consultant	Landon& Rian Enterprises, Inc.	120 West Ave. - Ste. #303	Saratoga Springs	NY	12866	United States	518-573-7292		bjiguere@landonrian.com	
1601	B14F104346	6/25/2014 12:1:07 PM	John	McClendon	President	P.O. Box 490050	Chicago	IL	60649	United States	773-251-2314		773-375-0965	jmcclendon@mccclendonholdings.com	
1601	B14F104346	6/25/2014 12:40:05 PM	Lisa	Lewis			226 West Jackson	Chicago	IL	60606	United States			llewis126@ccc.edu	
1601	B14F104346	6/25/2014 12:51:18 PM	Stephanie	Grelewicz			567 W Lake	Chicago	IL	60661	United States			sgrelewicz@transilchicago.com	
1601	B14F104346	6/25/2014 1:59:29 PM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800-746-9554	800-746-8307	laurie@prime-vendor.com	
1601	B14F104346	6/25/2014 3:50:12 PM	Paulette	Pekala	President	MarketComm Consultants, LLC	608 S. Washington St. #35	Naperville	IL	60540	United States	630-637-8258	630-637-8259	ppekala@marketcommconsultants.com	
1601	B14F104346	6/25/2014 11:20:59 PM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800-746-9554	800-746-8307	laurie@prime-vendor.com	
1601	B14F104346	6/26/2014 9:53:14 AM	Hilen	Patel		Mckissack and Mckissack	205 North Michigan Ave.	Chicago	IL	60601	United States			hilen.patel@mckissacknmw.com	
1601	B14F104346	6/26/2014 11:21:48 AM	Lindsay	Lane	Technology Services Manager	Montage Companies	513 N. 39th Street	Philadelphia	PA	19104	United States	215-921-6349		llane@montageeducation.com	
1601	B14F104346	6/26/2014 11:30:10 AM	Nicholas	Harris	Analyst	Calypus Consulting Group	222 Third St., Suite 2242	Cambridge	MA	02142	United States			nharris@calypusgroup.com	
1601	B14F104346	6/26/2014 11:51:50 AM	wivory	bell		we resources	5133 park Glen ave	Los angeles	CA	90043	United States	949-510-3082	949-510-3082	wivory@weresourcesgroup.com	
1601	B14F104346	6/26/2014 12:39:33 PM	Odell (Rick)	Flood Jr	Director (Construction Services)	Jacobson Daniels Associates, LLC	2045 West North Avenue Suite 2B	Chicago	IL	60647	United States	773-462-8453	773-462-8552	rick.flood@jacobсандaniels.com	
1601	B14F104346	6/26/2014 1:31:36 PM	SHELBY	CRAFT	SOCIAL MEDIA & BUSINESS DEVELOPMENT COORDINATOR	DIVERSITY SEARCH GROUP	2600 CORPORATE EXCHANGE DR. SUITE 110	COLUMBUS	OH	43231	United States	614-352-2988	614-610-9475	INFO@DIVERSITYSEARCHGROUP.COM	
1601	B14F104346	6/27/2014 3:15:04 AM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800-746-9554	800-746-8307	laurie@prime-vendor.com	
1601	B14F104346	6/27/2014 9:17:42 AM	Miriam	Wyckoff	Staff	EY LLP	5 Times Square	New York	NY	10036	United States	206-724-7610		miriam.wyckoff@ey.com	

1601	B14F104346	6/27/2014 3:10:17 PM	Gisella	Nicho	Project Coordinator	HACIA	650 West Lake Street, suite 415	Chicago	IL	60661	United States	312- 575- 0389	312- 575- 0544	gnicho@haciaworks.org
1601	B14F104346	6/27/2014 3:41:05 PM	James	Kozicki			175 W. Jackson	Chicago	IL	60604	United States			kozicki@nachiicago.org
1601	B14F104346	6/28/2014 5:56:05 PM	Adrian	Wright	President	A.J. Wright And Associates, Ltd.	5211 S. Wabash Street	Chicago	IL	60615	United States	312- 671- 6700		info@ajwright.com
1601	B14F104346	6/28/2014 6:51:07 PM	brian	bunch	president	bunch enterprises llc	1650 ry 6	barbourville	KY	40906	United States	606- 627- 3219	606- 545- 6837	br602ian@yahoo.com
1601	B14F104346	6/28/2014 6:51:35 PM	brian	bunch	president	bunch enterprises llc	1650 ry 6	barbourville	KY	40906	United States	606- 627- 3210	606- 545- 6837	br602ian@yahoo.com
1601	B14F104346	6/28/2014 8:48:02 PM	Adrian	Wright		A.J. Wright And Associates, Ltd.	5211 S. Wabash Street	Chicago	IL	60615	United States	312- 671- 6700		info@ajwright.com
1601	B14F104346	6/29/2014 11:21:54 PM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800- 746- 9554	800- 746- 8307	laurie@prime-vendor.com
1601	B14F104346	6/30/2014 8:48:35 AM	Stephanie	Grelewicz			567 West Lake Street	Chicago	IL	60615	United States			sgrelewicz@transilchicago.com
1601	B14F104346	6/30/2014 8:59:23 AM	Phillip	Rosner	Environmental Specialist	Interactive Elements Inc.	60 West 55th Street, 3rd Floor	New York	NY	10019	United States	212- 490- 9090	212- 490- 9611	pcr@netransit.com
1601	B14F104346	6/30/2014 2:33:09 PM	Maura	Downs		Krieg DeVault LLP	30 N LaSalle	Chicago	IL	60602	United States			mdowns@kdelegal.com
1601	B14F104346	6/30/2014 2:36:11 PM	Maura	Downs			30 N. LaSalle	Chicago	IL	60606	United States			mdowns@kdelegal.com
1601	B14F104346	7/1/2014 12:14:30 PM	Anoop	Kumar	Director	Clarity Partners	227 West Monroe Stret	Chicago	IL	60606	United States			a.kuma@clarity.com
1601	B14F104346	7/2/2014 2:26:24 AM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800- 746- 9554	800- 746- 8307	laurie@prime-vendor.com
1601	B14F104346	7/2/2014 7:46:07 AM	Gopi	Chavali	CEO	TechTu Business Solutions, Inc.	4900 Hopyard Rd, Suite#100	Pleasanton	CA	94588	United States	925- 468- 4174	925- 463- 4824	gchavali@techtu.com
1601	B14F104346	7/2/2014 10:47:20 AM	Abner	Larieux	President	A.L. Consulting Inc	Pier 40 West Houston Street, Room 225	New York	NY	10014	United States	917- 216- 6524	347- 572- 0483	abner@alconstruct.com
1601	B14F104346	7/2/2014 12:52:51 PM	Virginia	Thomton	Owner	CIVIL LIMIT Consulting	68 Holbrook Road	Chicago Heights	IL	60411	United States	708- 220- 1548	708- 550- 4417	civil_limit@yahoo.com
1601	B14F104346	7/2/2014 11:32:53 PM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800- 746- 9554	800- 746- 8307	laurie@prime-vendor.com
1601	B14F104346	7/3/2014 3:42:06 PM	Staci	Tackie	Marketing	Armand Resource Group, Inc.	300 Frank W. Burr Blvd Suite 35	Teaneck	NJ	07666	United States	201- 357- 8725	201- 357- 8727	stackie@argdiversity.com
1601	B14F104346	7/4/2014 12:21:03 PM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800- 746- 9554	800- 746- 8307	laurie@prime-vendor.com
1601	B14F104346	7/5/2014 12:07:43 AM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800- 746- 9554	800- 746- 8307	laurie@prime-vendor.com
1601	B14F104346	7/6/2014 5:14:43 AM	Laurie	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800- 746- 9554	800- 746- 8307	laurie@prime-vendor.com



1601	B14FI04346	7/7/2014 1:29:24 PM	Allinea	Taylor	President	Taylor Made Industries	330 S Wells	Chicago	IL	60606	United States	773-257-7100	888-341-4004	lmi@tayormadeindustries.com
1601	B14FI04346	7/7/2014 2:34:35 PM	Iliango	Radhakrishnan	Vice President	VIVA USA INC	3601 Algonquin Road, Suite 425	Rolling Meadows	IL	60008	United States	847-368-0860	847-368-0864	govbids@viva-il.com
1601	B14FI04346	7/7/2014 2:46:37 PM	Laure	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800-746-9554	800-746-8307	laure@prime-vendor.com
1601	B14FI04346	7/7/2014 3:06:20 PM	Asma	Fahin		S & F Consultancy Inc	285 Victor lane	Lake Zurich	IL	60047	United States	847-726-2571		afahin@sandblitzsolutions.com
1601	B14FI04346	7/7/2014 3:34:54 PM	Angela	Sperry	President	Sperry Management, LLC	500 N. Michigan, Ste 600	Chicago	IL	60611	United States	312-461-9358		asperry@sperrymanagement.com
1601	B14FI04346	7/7/2014 3:53:24 PM	Evelyn	Williams	Accountant	Omotosh & Associates CPAs, LLC	1525 East 53rd Street - Suite 620	Chicago	IL	60615	United States	773-752-0035	773-752-0037	evelyn@omotoshcopa.net
1601	B14FI04346	7/7/2014 4:10:29 PM	Noah	Vasquez	CEO	Competitive Range Solutions, LLC	640 Pierce Blvd	Ofallon	IL	62269	United States	618-420-3278		nvasquez@gettrs.com
1601	B14FI04346	7/7/2014 9:08:06 PM	Darlene	Drab	President & CEO	DMD Consulting, LLC	15022 Ashlon Lane	Lockport	IL	60441	United States			Darlene@dmdconsulting.net
1601	B14FI04346	7/8/2014 1:26:41 AM	Isabel	Canele-Medina	Principal	cmQue, inc.	1416 Lake St., Ste. 875	Evanston	IL	60201	United States	847-475-8099	847-728-6225	isabel.canele@cmque.com
1601	B14FI04346	7/8/2014 4:39:08 AM	Vas	Appalanni	President	Ardent Technologies	6234 Far Hills Avenue	Dayton	OH	45459	United States	937-312-1345	937-312-1346	vendorregistration@ardentinc.com
1601	B14FI04346	7/8/2014 6:37:20 AM	Laure	Melnick	Bid Manager	Prime Vendor Inc.	4622 Cedar Avenue	Wilmington	NC	28403	United States	800-746-9554	800-746-8307	laure@prime-vendor.com
1601	B14FI04346	7/8/2014 9:35:30 AM	Marluz	Valentin	Coordinator	CTA SI	567 W. Lake St	Chicago	IL	60661	United States	312-681-2486	312-681-2495	mflores@transitichicago.com
1601	B14FI04346	7/8/2014 9:36:03 AM	Noah	Vasquez	CEO	Competitive Range Solutions, LLC	640 Pierce Blvd Suite: 101	Ofallon	IL	62269	United States			nvasquez@gettrs.com
1601	B14FI04346	7/8/2014 9:55:47 AM	Dorota	Dabrowski			1979 N Mill Street Suite 100	Naperville	IL	60563	United States			ddabrowski@esilld.com
1601	B14FI04346	7/8/2014 2:45:38 PM	Chris	Tan			2000 S. LaSalle	Chicago	IL	60603	United States			thx5828@gmail.com
1601	B14FI04346	7/8/2014 3:39:18 PM	Sean	Anderson		Vander Weele Group	3256 N. Kimball Avenue	Chicago	IL	60647	United States	773-929-3030		sean@vanderweelegroup.com
1601	B14FI04346	7/9/2014 9:22:26 AM	Mary	Brooks	Vice President	OCA	17220 Camelot Court	Land O'Lakes	FL	34638	United States	407-694-5505		Mary.Brooks@OCAusa.com
1601	B14FI04346	7/9/2014 9:30:47 AM	Maura	Downs		Krieg DeVault LLP	30 N LaSalle	Chicago	IL	60602	United States	312-800-4004		mdowns@kdiegal.com
1601	B14FI04346	7/9/2014 9:43:40 AM	Maura	Downs		Krieg DeVault LLP	30 N LaSalle	Chicago	IL	60602	United States	312-800-4004		mdowns@kdiegal.com
1601	B14FI04346	7/9/2014 9:48:09 AM	Yeni	Sanitlanes	Legal Assistant	Krieg DeVault	30 N. LaSalle, Suite 2800	Chicago	IL	60602	United States	312-235-		ysanitlanes@kdiegal.com

1601	B14F104346	7/9/2014 9:53:14 AM	Sean	Glowacz			4030 South Cottage Grove	Chicago	IL	60653	United States	1116 313- 873- 0231		sglowacz@targetgroupinc.com
1601	B14F104346	7/9/2014 10:16:27 AM	Carolyn	Valentino	Director of Marketing	Globetrotters Engineering Corporation	300 S. Wacker Drive, Suite 400	Chicago	IL	60606	United States	312- 922- 6400	312- 922- 0267	carolyn.valentino@gec-group.com

## **Attachment B**

## APPENDIX A PRICE PROPOSAL

By execution of this Proposal, the undersigned offers, in accordance with the terms of the Contract Documents of which this Proposal is part, to provide a Managing Director, Project Manager, Professional Staff and Administrative Staff to execute the duties and responsibilities for the Consulting Services as described in the Scope of Work. Hourly rates shall be inclusive of all expenses and miscellaneous costs. The below hourly rates apply for each of the following monitoring categories: Disadvantaged Business Enterprise Monitoring, Prompt Payment Monitoring, Labor Compliance (Davis Bacon Act / Prevailing Wage) Monitoring, EEO Compliance Monitoring, Workforce Investment Act (WIA) Certified Hires Monitoring, and IDOT Training Program Graduates (TPG) Hires.

### Description

HOURLY RATE PER PERSON:

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
Managing Director \$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person
Project Manager:\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person
Professional Staff:\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person
Administrative Staff:\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person

COMPANY PROPOSING: \_\_\_\_\_

## Attachment C

# REQ # B14F104346

Consulting Services to Monitor and Report on DBE Labor and Workforce Diversity Levels for Various Construction Projects for Three Years with Two One-Year Options from Date of Contract Execution.

- On-Call Consulting and Monitoring
  - DBE Prompt Payment
  - Labor Compliance (DBA/PWA)
- Various Construction Contracts
  - EEO
  - WIA Hires
- Over a 3 year Timeframe
  - IDOT TGP Hires



# Project Highlights:

## Usage and Training on the LCP Tracker System

- The Labor Compliance, Prevailing Wages, WIA Hires, and IDOT TGP Hires system of record
- Reports are due Weekly with any issues or concerns submitted immediately to Diversity Programs Department

## Usage and Training B2GNOW System

- The Prompt Payment system of record
- Reports are due 15 days after payment is made to the Consultant



CHICAGO TRANSIT AUTHORITY  
Advertisement for Professional Services

**NOTICE OF TIME EXTENSION**

Notice is hereby given that the proposed due date heretofore advertised as Wednesday, July 23, 2014 has been extended to Wednesday, July 30, 2014 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. B14FI04346,  
Request for Proposals (RFP) for Consulting Services to Monitor and Report on DBE Labor and Workforce Diversity Levels for Various Construction Projects for Three Years with Two One-year Options from date of contract execution.

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.

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

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

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



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

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

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack  
Vice President,  
Purchasing & Supply Chain

July 14, 2014



CHICAGO TRANSIT AUTHORITY

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

July 9, 2014

Subject: B14FI04346- Requests for Proposals (RFP) for Consulting Services to Monitor and Report on DBE Labor and Workforce Diversity Levels for Various Construction Projects for Three Years with Two One-year Options from Date of Contract Execution.

Re: Time Extension

Dear Proposer:

The due date for the subject RFP has been extended from Wednesday, July 23, 2014 to **Wednesday, July 30, 2014.**

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

Previous Due Date: Wednesday, July 23, 2014

**New Due Date: Wednesday, July 30, 2014**

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

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour. 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 a.m. to 4:30 p.m. 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.

Sincerely,

Robert Miller  
General Manager, Purchasing

cc: File

CHICAGO TRANSIT AUTHORITY  
Advertisement for Professional Services

Sealed 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 Wednesday, July 23, 2014:

Req. B14FI04346,  
Request for Proposals (RFP) for Consulting Services to Monitor and Report on DBE Labor and Workforce Diversity Levels for Various Construction Projects for Three Years with Two One-year Options from date of contract execution.

Questions regarding this RFP will be accepted in writing no later than 4:30p.m., Monday, July 7, 2014, via e-mail to [pmckenna@transitchicago.com](mailto:pmckenna@transitchicago.com). Questions will not be accepted after this time and date.

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

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

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

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

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

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

(2)

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

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

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack  
Vice President,  
Purchasing & Supply Chain

June 23, 2014



CHICAGO TRANSIT AUTHORITY

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

June 23, 2014

Subject: B14FI04346- Requests for Proposals for Consulting Services to Monitor and Report on DBE Labor and Workforce Diversity Levels for Various Construction Projects for Three Years with Two One-year Options from Date of Contract Execution

Dear Proposer:

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

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

**Due Date:** Wednesday, July 23, 2014

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

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour. 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 a.m. to 4:30 p.m. 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.

**Questions regarding this RFP must be submitted in writing no later than 4:30 p.m. Chicago time, July 7, 2014, via e-mail to: [pmckenna@transitchicago.com](mailto:pmckenna@transitchicago.com). Questions will not be accepted after this time and date.**

Sincerely,

Robert Miller  
General Manager, Purchasing

cc: File



**CHICAGO TRANSIT AUTHORITY**

**REQUISITION NO. B14FI04346**

**REQUEST for PROPOSALS**

**For**

**Consulting Services to Monitor and Report on DBE Labor  
and Workforce Diversity Levels for Various Construction  
Projects for Three Years with Two One-year Options from  
Date of Contract Execution**

**Confidentiality and Non-Disclosure:** Firms requiring assistance shall contact only Patrick McKenna, Procurement Administrator, at (312) 681-2458 or Robert Miller, General Manager, Purchasing, at (312) 681-2428. Firms, including all team sub-Consultants, who contact any CTA personnel, either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified. Prime Consultants are required to sign and submit the "RFP Non-Disclosure Statement Consultant" (Appendix K) with the proposal and to require all sub-Consultants to submit signed copies of the "RFP Non-Disclosure Statement Sub-Consultant" (Appendix K) with the proposal.

**ISSUED BY**

**Purchasing Department, Chicago Transit CTA  
567 West Lake Street, Chicago, Illinois 60661-1498  
Ellen McCormack, Vice President, Purchasing & Supply Chain  
Forrest Claypool, President  
Terry Peterson, Chairman**

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Appendix D	Insurance Requirements
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## **I. BACKGROUND INFORMATION**

The Chicago Transit Authority (CTA) operates the nation's second largest public transportation system and covers the City of Chicago and 35 surrounding suburbs.

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

Chicago is one of the few cities in the world that provides rapid transit service to two major airports. From the downtown area the CTA's Blue Line takes customers to O'Hare International Airport in about 40 minutes and the Orange Line takes customers to Midway Airport in about 30 minutes.

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

## **II. INTRODUCTION**

CTA is seeking professional consulting firms with multi-disciplinary expertise to provide on-call consulting and monitoring services on various construction contracts and report actual levels of the following:

- Disadvantaged Business Enterprise (DBE) Compliance
- Prompt Payment
- Labor Compliance (Davis Bacon Act / Prevailing Wage)
- Workforce Diversity
  - Equal Employment Opportunity (EEO)
  - Project hours by Workforce Investment Act (WIA)-certified hires
  - Project hours by Illinois Department of Transportation (IDOT) Training Graduate Program hires

CTA intends to select one or more firms (herein after referred to as the "Consultant") to provide on-call consulting and monitoring services on various construction projects. On any given project, CTA will select a firm in accordance with the task order language described below.

The selected Consultant must maintain up-to-date records on the status of the regulatory and contractual compliance requirements on all assigned projects.

The Consultant will be called upon to provide professional technical services on a wide variety of projects related to construction. The specific assignments given to the Consultant will vary. To facilitate the Respondent in identifying appropriate staff skill sets, the following describes in general terms the scope of services that the Consultant may be assigned.

## **III. SCOPE OF SERVICES**

The following services will be performed for each construction project: (These services will be explained beginning on page 5 of the RFP.)

- A. DBE Compliance
- B. Prompt Payment
- C. Labor Compliance (Davis Bacon Act / Prevailing Wage)
- D. EEO Compliance
- E. Workforce Investment Act (WIA) Certified Hires
- F. IDOT Training Program Graduates (TPG) Hires



## 1. Labor Compliance and Workforce Diversity

- Workforce Diversity includes EEO, Project hours by WIA-certified hires, and Project hours by IDOT Training Graduate Program hires. The scope of services for each category is explained in this section.

Upon assignment of a construction project Consultant must outline how it intends to manage the compliance effort.

The following components must be addressed:

- General Requirements: The Consultant is required to demonstrate the project management processes planned.
- Communications: This section must include a communication approach for how the Consultant will work with and update the CTA project manager. Describe what information will be communicated, how often, and in what format.
- Project Management Tools: This section must include the tools the Consultant plans to use throughout the Project.
- Deployment: The Consultant will submit its recommended deployment plan.

### Task Order

Compliance monitoring work for CTA construction projects will be assigned via the following Task Order Process:

CTA will issue a Task Order request to Consultants. The Task Order will consist of a statement of work to be performed and the selection criteria required. The Consultants must submit a proposal and price bid in response to the CTA's request (Task Order Work Proposal) within the number of days specified in the CTA Task Order request. The number of business days allowed for preparation of the Task Order Work Proposal will vary based on the complexity of the requested work. Each Task Order Work Proposal must include:

- a. Detailed statement of the specific Deliverables that are to be prepared (i.e. the Scope of Work)
- b. Proposed work plan and completion schedule including all deliverables identified in the scope of work. The individuals assigned to the work must be the same as originally proposed.
- c. Price Bid
- d. Other information and documents as requested by the CTA.

Consultant's failure to submit proposals in accordance with the requirements provided in the Task Order request may result in disqualification of its bid. The Task Order Work Proposal will be evaluated by the CTA Purchasing Department and the Diversity Department in accordance with the evaluation criteria set forth in each individual Task Order request. CTA will award the Task Order to the Consultant meeting the award criteria stated in the Task Order request. If the CTA's General Manager of Purchasing accepts the Consultant's Task Order Work Proposal, in writing, it shall become a Task Order. Task Orders will be attached to and become part of the Contract. The Consultant must be available to begin performance of requested services within one week of the issuance of each Task Order.

### Conflict of Interest

The Consultant understands and agrees that the Consultant is prohibited from performing any work or services for the CTA, which conflicts with the role of the Consultant in any other contracts between the Consultant and the CTA. Any Consultant or Sub-Consultants that have worked on developing the scope of work for projects within the CTA Capital Improvement Program 2011-2014 are precluded from working on this Contract. The Consultant understands and agrees that the

restrictions provided in this paragraph are applicable to all Sub-Consultants, which are proposed to be used by the Consultant for the proposed services. The Consultant has sole responsibility for compliance with this provision.

The Consultant is prohibited from performing any work or services for the Authority which would result in an organizational conflict of interest.

An organizational conflict of interest ("OCI") occurs when, because of other activities or relationships with other persons, (i) a person is unable or potentially unable to render impartial assistance or advice to the Authority or the person's objectivity in performing services to the Authority is or might otherwise be impaired, or (ii) a person has an unfair competitive advantage. The term "person" includes companies and other contracting entities. In general, OCIs fall into three categories: (a) a person has access to non-public information as part of its performance of services to the Authority and that information might provide that person with a competitive advantage in a future procurement; (b) a person, as part of its performance of contract responsibilities to the Authority, has set the ground rules for the performance of a future contract by, for example, writing the statement of work or defining the specifications; and (c) a person's work under one contract with the Authority could entail evaluating its own work or that of a competitor, either through an assessment of performance under another contract or through an evaluation of proposals.

The Consultant has sole responsibility for compliance with this provision and, in the event of an OCI, Consultant shall provide the Authority with recommendations to avoid, neutralize or mitigate the OCI. The Authority's Purchasing Department in consultation with the Authority's General Counsel shall make the final determination as to whether an OCI exists and whether the Consultant's recommendations to avoid, neutralize or mitigate the OCI are sufficient. Any violation of this Section 15.10 is a material breach of the Contract, which is cause for termination.

#### Monitoring/Reporting Duties

##### **A. Disadvantaged Business Enterprise (DBE)**

The Consultant shall work directly with the Consultants and Sub-Consultants of every tier to monitor DBE participation on various projects. The Consultant will ensure there is sufficient, valuable, and actual DBE participation on the Project and complies with the Consultant's DBE commitments. The Consultant will also be responsible for ensuring no unauthorized Sub-Consultant substitutions have occurred. Monitoring will occur through a combination of site visits, review of waivers of liens and pay records, and online reporting of payments made in the B2GNow system to certified Sub-Consultants. Upon completion of the B2GNow online training course CTA will provide to the Consultant full access to the B2GNow system for use in delivering the services identified in the scope of services.

The Consultant shall conduct construction site visits three days per week at three different locations along the project footprint, or as directed by the CTA, to monitor the DBE participation and to perform Commercially Useful Function (CUF) reviews on the Project. CUF is defined at 49 CFR 26.55(c). The Consultant will be required to report back to the CTA any issues or areas of concern within one working day, as well as document the issue on a pre-approved, mutually agreed upon, reporting document.

A weekly site visit report is to be submitted by the Consultant to the CTA. The report is to include, but not be limited to, location of the visit, identity of the DBE subcontractors at the worksite and the work being performed by such DBE subcontractors. The report must include a summary and highlight any issues or risks of non-compliance and recommendations to expeditiously remedy any issues of non-compliance. The site visit report will be due at the end of each week. The CTA will review and approve the document. Upon approval the document must be uploaded to the B2GNow system, as this will be the official system of record.

Prior to any site visit, each Consultant will be required to attend a one (1) day, eight (8) hour Rapid Transit Right-Of-Way Safety Tour session at a cost of \$200.00 per person. The previously mentioned \$200.00 cost figure is subject to change without notice. Upon successful completion of the Safety Training session Consultant's personnel will be issued a card certifying training. A current updated card MUST be carried by ON-DUTY personnel at ALL TIMES. The card MUST be renewed annually. The training session is limited to a maximum of eight (8) persons per day. The cost of the Rapid Transit Right-Of-Way safety training session will be at the expense of the Consultant. Payment made payable to the Chicago Transit Authority. The Consultant shall be held responsible for payment of ALL individuals scheduled for training sessions. If the Consultant's employees miss the scheduled training session or fail to complete the training session, the Consultant will not be reimbursed for missed or failed training sessions. Only Consultants with current safety card will be allowed to work on the system.

The Consultant will review the waivers of lien and pay vouchers submitted by the Consultants and any subConsultants further subcontracting to DBEs, indicating work completed by their respective certified DBE subConsultants and payments made to them. The Consultant will utilize the e-Builder Application along with the B2GNow system for confirmation of payment as specified by pay receipts and waivers of lien.

#### **B. Prompt Payment**

The Consultant shall monitor the promptness of payments to assure that payments to all tiers of DBE and non-DBE subConsultants are within the time limits required by the contract. The Consultant will audit payment records to verify Consultants' compliance with Prompt Payment requirements in accordance with federal regulations and the CTA's policies.

A Prompt Payment report is to be submitted by the Consultant to the CTA within 15 calendar days of CTA making a payment to the Consultant. This report shall include, but not be limited to, each Consultant's or subConsultant's (of all tiers) compliance with Prompt Payment requirements. The report must also include a summary and highlight any issues or risks of non-compliance and must provide CTA with recommendations to expeditiously remedy any issues of non-compliance. The report must be integrated within the B2GNow system.

#### **C. Labor Compliance (Davis Bacon Act / Prevailing Wage)**

The Consultant shall monitor the wages being paid for each trade to ensure compliance with labor wage requirements. To verify Labor Compliance, the Consultant will review the certified payrolls submitted by the Consultants and Sub-Consultants through the LCP Tracker system. This will be the official system of record for certified payroll. Access to the LCP Tracker system will be provided to the Consultant by CTA. LCP Tracker training will be provided by CTA. The Consultant will regularly audit Consultants' submittals in LCP Tracker to assure complete and timely submission of certified payrolls and compliance with prevailing wage laws and back wages associated with non-compliance. A weekly Labor Compliance report is to be submitted by the Consultant to the CTA, which shall include, but not be limited to, each Consultant's compliance with Labor Compliance requirements, including compliance with the contract requirement for complete and timely submission of certified payrolls by the Consultants. The report must also highlight any issues or risks of non-compliance and must provide CTA with recommendations to expeditiously remedy any issues of non-compliance. The Consultant will be required to report back to the CTA any issues or areas of concern within one working day, as well as document the issue on a pre-approved, mutually agreed upon, reporting document.

#### **D. EEO Compliance**

CTA follows all Federal EEO requirements on construction projects. The Consultant shall monitor the Consultants' and subConsultants' minority and female workforce on the job throughout the Project.

The Consultant will audit the daily minority and female workforce participation reported by the Consultants and subConsultants through site visits. The Consultant will perform construction site visits three days per week at three different locations along the Project footprint, or as directed by the CTA, to monitor the racial and gender composition of the workforce for both the Consultants and subConsultants.

A site visit report is to be submitted by the Consultant to the CTA. The report is to include, but not limited to, a summary, location of the site visit, workforce head counts, workforce breakdown by job classification and by race and gender. The Consultant will be required to report back to the CTA any issues or areas of concern within one working day, as well as document the issue on a pre-approved, mutually agreed upon, reporting document.

The Consultant will also work with the CTA's Community Outreach Partner.

To verify compliance with EEO, the Consultant will also review the certified payrolls submitted by the Consultants and Sub-Consultants through the LCP Tracker system. A weekly EEO report is to be submitted by the Consultant to the CTA, which shall include, but not be limited to, each Consultant's compliance with EEO requirements, including compliance with the contract requirement for complete and timely submission of certified payrolls by the Consultants. The report must also include a summary and highlight any issues or risks of non-compliance and must provide CTA with recommendations to expeditiously remedy any issues of non-compliance. The Consultant will be required to report back to the CTA any issues or areas of concern within one working day, as well as document the issue on a pre-approved, mutually agreed upon, reporting document.

#### **E. Workforce Investment Act (WIA) Certified Hires**

The Consultant will review certified payrolls and conduct site visits to verify that the WIA-certified individuals reported by the Consultants as hired, are actually employed.

A weekly WIA-certified employee report is to be submitted by the Consultant to the CTA, which shall include, but not be limited to, the number of WIA-certified hires, percentage of man-hours by WIA-certified hires, employment duration information, and termination information, when applicable. The report should also include weekly and total cumulative man-hours by WIA hires. In addition, the report must evaluate and predict success in reaching the contractual requirement determined by CTA's Diversity Programs Department of the total Project labor hours be expended by WIA hires and highlight any issues or risks of non-compliance.

#### **F. IDOT Training Program Graduates (TPG) Hires**

Through the review of certified payrolls and the aforementioned site visits, the Consultant shall verify that the IDOT TPG reported by the Consultants as hired are actually employed.

A weekly IDOT TPG employee report is to be submitted by the Consultant to the CTA, which shall include, but not be limited to, showing the number of IDOT TPG hires, employment duration information, number of work hours expended by IDOT TPG/week and termination information, when applicable.

**IV. PROPOSAL SUBMITTAL REQUIREMENTS - A complete proposal must consist of the following:**

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 response. Further, CTA reserves the right to reject any or all responses, or portions thereof, to extend the time for submission of responses, without further discussion or negotiation.

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

**Part I - Technical Proposal (6 copies)**

**COVER LETTER**

The cover letter must contain a commitment to provide the services described in this RFP, and must list the due date and time when proposals must be returned. Each cover letter must include the name and address of your company, the requisition number, the project name ("Consulting Services to Monitor and Report on DBE, Labor Compliance and Workforce Diversity Levels for Various Construction Projects") and the name, title, address, telephone/fax numbers and signature of a representative of the Proposer who is authorized to negotiate a contract with the CTA and/or whom we may contact with questions regarding your response.

**PROJECT APPROACH**

The proposal shall clearly describe the services the Proposer can provide. The RFP describes in general terms the CTA's expectations and program deliverables. The Proposer must elaborate on these in a manner that reflects an understanding of the project and demonstrates an expertise and ability to perform all elements of the Scope of Services. This means that the proposal should detail all tasks necessary to fulfill the Scope of Services.

**QUALIFICATIONS OF THE KEY PERSONNEL**

The Consultant shall submit an organizational chart with the proposed management structure and identify the key positions necessary to complete the described scope of services.

The organizational chart should also identify the additional Consultant staff required, as necessary to complete the described scope of services. This organizational chart must include all key personnel identified in this solicitation.

Submit resumes no more than two (2) pages in length for each of the key personnel that the firm will commit to the performance of the contract. The resumes shall describe each individual's relevant experience and dates related to that experience. Identify and include copies of professional license(s)/ certification(s) and academic degrees obtained for each individual where necessary.

Provide information on three (3) projects for each of the key personnel described below that the team member has participated in during the past ten (10) years, which are closest in scope and magnitude to this solicitation.

Include the following information for each project:

- Title and brief narrative describing the project
- Individual's role on the project
- Client's name and reference for domestic projects only. Give lead and alternate contact persons, positions, and phone numbers
- Location of Consultant's office(s) where the work was performed

- Names of key personnel and firms involved in the project
- Duration of project
- Date completed or projected completion date

The descriptions for each project must not exceed three (3) pages per project.

### **QUALIFICATIONS OF THE FIRM**

The Respondent shall submit the following documentation:

The proposer must have at least three (3) to five (5) years of professional experience in the areas listed below:

- Disadvantaged Business Enterprise (DBE) Compliance – 49 CFR Part 26
- Prompt Payment – 49 CFR Part 26 - federal and state laws and regulations
- Labor Compliance (Davis Bacon Act / Prevailing Wage)  
Workforce Diversity / EEO – Department of Labor. Executive Order 11256, for project labor agreements.

### **FINANCIAL STABILITY**

Documents supporting a firm's and Sub-Consultant(s)' financial stability and ability to perform the contract must be included as well. Proposers must provide audited financial statements for the past three (3) years and information pertaining to any past bankruptcy, contract defaults, and violations of any regulatory acts. This information will be used to determine vendor responsibility.

### **TABLE OF EXCEPTIONS**

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

### **Part II - Disadvantaged Business Involvement (3 copies)**

Submit 1 original, 2 copies of this section separate from the Technical and Price Proposal. Describe your firm's policy and approach to using disadvantaged firms in order to comply with the DBE Requirements. Complete Schedules C and D, and B if a joint venture, provided in **APPENDIX C - DBE Requirements**. The CTA encourages any team arrangements that will work to benefit this project. If such arrangements are made, the Consultant must assume full responsibility for the work performed by all Sub-Consultants.

### **Part III - Price Proposal (6 copies)**

Submit under separate cover the proposer's hourly rate structure. A final award decision will be based on a cost/benefit analysis by CTA, taking price and the technical evaluation into account.

***Any documents the Consultant believes should be exempted from the Freedom of Information Act disclosure need to be clearly marked as either "Confidential" or "Trade Secret", whichever is applicable. Each page, not simply the cover page, must be clearly marked. (See Appendix N Freedom of Information Act Notice)***

## V. EVALUATION AND SELECTION PROCESS

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. The first criterion is most important. Criteria two through four are of equal importance.

1. The Proposing firm's ability to provide the requirements listed in Section III, Scope of Services; and
2. Firm's or Teams experience; and
3. Key personnel experience; and
4. 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 may issue to those proposers remaining in the competitive range, an invitation to submit a **Best and Final Offer (BAFO)**. The BAFO will reflect the proposer's final cost/price proposal to the CTA based on all the clarifications to the proposed Scope of Work included in the oral presentation and/or negotiations. As a final step in 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.

## **APPENDICES**

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



## APPENDIX A

### PRICE PROPOSAL

## PRICE PROPOSAL

By execution of this Proposal, the undersigned offers, in accordance with the terms of the Contract Documents of which this Proposal is part, to provide a Managing Director, Project Manager, Professional Staff and Administrative Staff to execute the duties and responsibilities for the Consulting Services as described in the Scope of Work. Hourly rates shall be inclusive of all expenses and miscellaneous costs. The below hourly rates apply for each of the following monitoring categories: Disadvantaged Business Enterprise Monitoring, Prompt Payment Monitoring, Labor Compliance (Davis Bacon Act / Prevailing Wage) Monitoring, EEO Compliance Monitoring, Workforce Investment Act (WIA) Certified Hires Monitoring, and IDOT Training Program Graduates (TPG) Hires.

### Description

HOURLY RATE PER PERSON:

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
Managing Director	\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person
Project Manager:	\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person
Professional Staff:	\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person
Administrative Staff:	\$_____ per hour/per person	\$_____ per hour/per person	\$_____ per hour/per person
Total Per Year	\$_____	\$_____	\$_____
			<b>GRAND TOTAL \$_____</b>
			(Total Years 1+2+3)

COMPANY PROPOSING: \_\_\_\_\_

APPENDIX B

**SAMPLE AGREEMENT – NOT FOR EXECUTION**

**PROFESSIONAL SERVICES  
CONTRACT DOCUMENT**

*for the*

**CHICAGO TRANSIT AUTHORITY**

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

**Contract Number:**  
**Contract \$ Value (not-to-exceed)**

This Contract is made and entered into as of the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, (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 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.

**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 Term.**

The term of this Contract is \_\_\_\_\_ to \_\_\_\_\_ (the "Term"). 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.

**3.2 Invoices.**

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

TBD

Additionally, Consultant must forward the invoice to the Project Manager at the address set forth in Part B, Article 2.10, in similar format and with the same level of detail as the sample invoice attached in Part C, Exhibit 7. Consultant must ensure that Consultant's invoices meet the Authority's invoicing requirements, which may be changed from time to time, in order to be compensated.

### **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 6, and the Disadvantaged Business Enterprise Commitment included in , in PART C, Exhibit 6.

### **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 5. Consultant shall submit to the Authority proof of insurances meeting the standards set forth in PART C, Exhibit 5.

### **5.3 Other Special Conditions.**

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

## **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 Completed Certifications, attached as PART C, Exhibit 4.
6. The Authority's Insurance Requirements and Special Conditions attached as PART C, Exhibit 5, and Exhibit 6, respectively.
7. Supplemental Materials, including but not limited to the Sample Invoice, attached as PART C, Exhibit 7.

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 Consultant based on other terms and conditions in this Agreement. Other agencies will issue their own contracts directly to 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 Consultant. The Authority will have no liability for the acts or omissions of any other agency, and makes no representation that the process followed by the Authority to select Consultant for this Contract complies with the procurement rules, regulations or policies of the 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**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**CHICAGO TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Forrest Claypool, President

\_\_\_\_\_  
Vice President, Purchasing

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.

**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, 567 W. Lake, Chicago, Illinois 60661-1498, 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, in similar format and with the same level of detail as the sample invoice attached in Part C, Exhibit 7. 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 6, 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 15 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. In the event that Consultant's performance of work or services under this Contract require Contractor's, or its subcontractors', employees or other representatives to enter into or upon any Authority property (whether owned or leased):
  - (a) Consultant shall remain solely responsible for the acts and omissions of such individuals, and agrees to indemnify and hold harmless the Authority Parties (as defined in Section 9.1) pursuant to Section 9.1 with respect thereto. Consent granted by the Authority to enter Authority property will not create, nor be deemed to imply the creation of any additional responsibilities on the part of the Authority.
  - (b) Consultant shall ensure that such individuals will not interfere with the Authority's operations.
  - (c) Consultant shall remove any such of such individuals immediately upon request of the Authority at the Consultant's sole cost and risk.
  - (d) Consultant shall procure that such individuals comply with the Authority's security and facility rules and regulations, including completion of all applicable training as required by the Authority, at its sole cost and risk. The Authority may impose additional screening or requirements depending upon the nature of the access; for the purposes of example only, to be issued a facility access badge, additional screening may include fingerprint screening by the Federal Bureau of Investigation and an Authority background check.
  - (e) Consultant shall perform background checks of such individuals at its sole cost and risk prior to permitting such individuals to access Authority property, including conducting criminal history checks, reference checks, and when appropriate financial background checks, in order to minimize the risk of loss or other damage to, or unlawful use of, Authority property or confidential information or injuries to Authority personnel and /or its customers.
  - (f) The Authority's Chief Safety and Security Officer and/or Chief Administrative Officer may from time to time require specific background checks of such individuals depending on the nature or location of the work or services to be performed, to be performed at Consultant's sole cost and risk.
  - (g) Upon request of the General Manager, Purchasing, Consultant shall certify in writing that it has complied with this provision with respect to all such individuals.
2. The Consultant will permit access to its facilities by the Authority and its subcontractors, employees and other representatives to the extent contemplated or required by Consultant's performance under this Contract. Such individuals will comply with the Consultant's safety and security and facility rules and regulations.

### **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 State Office of the Executive 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 Illinois State Officials and Employees' Ethics Act**

Consultant agrees to comply with all of the requirements of the Illinois State Officials and Employees' Ethics Act, 5 ILCS 430/1-1 et seq ("Ethics Act"), as it may be amended from time to time, the provisions of which are incorporated into this Agreement to the same force and effect as if set forth in full herein. As required by the Ethics Act, as amended, the Consultant agrees to cooperate fully and expeditiously with the State Office of the Executive Inspector General in all investigations. This obligation applies to all officers, directors, agents, partners, and employees of Consultant.

Consultant agrees to insert this provision in any subcontracts that it awards. Consultant agrees to provide all documents, data, files, and other information and access to all witnesses and locations as specified by the State Office of the Executive Inspector General in accordance with the Ethics Act, as amended.

## **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 agrees to support the transition to the new vendor. 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 man aging or general agent of the Consultant



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

**EXHIBIT 1. SCOPE OF SERVICES**

**EXHIBIT 2. PAYMENT SCHEDULE**

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

**EXHIBIT 4. CONSULTANT'S CERTIFICATIONS**

**EXHIBIT 5. INSURANCE REQUIREMENTS**

**EXHIBIT 6. SPECIAL CONDITIONS DISADVANTAGEOUS BUSINESS ENTERPRISE (DBE)  
COMMITMENT**

**EXHIBIT 7. SUPPLEMENTAL MATERIAL- SAMPLE INVOICE**

## INVOICE

► **Date:** XX.XX.XXXX  
► **Contractor:** Vendor Name

Contract Number:

► **TO:** Project Manager Name  
Address

► **REMIT PAYMENT:**

► **Invoice Amount:** \$x,xxx.xx

► **Dates of Service:** Date Range *(See activities below.)*

DATE	ACTIVITIES	Invoice
9/11/13	<u>Program Planning &amp; Preparation</u> <ul style="list-style-type: none"><li>developed program scope and purpose; and logistics ( 2.5 hours)</li></ul>	\$250.00
9/11/13	<ul style="list-style-type: none"><li>outlined session protocol (1.0 hours)</li></ul>	\$100.00
9/13/13	<ul style="list-style-type: none"><li>developed options list of possible topics regarding program's management topics to integrate with CTA department presentations/discussions (3.0 hours)</li></ul>	\$300.00
9/16/13	<ul style="list-style-type: none"><li>meeting with Susan Jones and Robert Johnson on findings (2.0 hours)</li></ul>	\$200.00
9/17/13	<u>Program Materials</u> <ul style="list-style-type: none"><li>developed participant information form (2.0 hours)</li></ul>	\$200.00
9/18 to 9/19/13	<u>Program Implementation</u> <ul style="list-style-type: none"><li>designed and facilitated September's two-day session (4.25 hours)</li></ul>	\$425.00
9/20/13	<ul style="list-style-type: none"><li>developed and distributed follow-up summary of two-day session (1 hour)</li></ul>	\$100.00
9/23/13	<ul style="list-style-type: none"><li>debriefed first session with John Smith and Tim Johnson (1.0 hours)</li></ul>	\$100.00
9/24/13	<ul style="list-style-type: none"><li>conduct 5 individual sessions with participants (5.0 hours)</li></ul>	\$500.00
► <b>Total Invoice:</b>		\$2175.00

# SAMPLE

## APPENDIX C

### **SPECIAL CONDITIONS DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS**

**SPECIAL CONDITIONS  
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT  
REQUESTS FOR PROPOSALS (RFP)  
LETTERS OF INTEREST AND QUALIFICATIONS (LIQ)  
REQUISITION NUMBER: B14FI04346**

**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 CTA contracts, regardless of funding source.
- B. The Authority has established the following DBE contract goal for this project:
- Disadvantaged Business Enterprise Goal:** 25%
- C. The submitted proposal is to include a written commitment that the Proposer will comply with the DBE goal.
- D. The DBE contract goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE contract 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 meet the DBE goal by evidencing participation by one or more certified DBEs. The Proposer may also meet the goal by documenting good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below and/or by a combination of DBE participation and good faith efforts documentation.
- E. The DBE contract goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options, and change orders. The Proposer agrees to make its best effort to include DBE participation in any contract modification work.
- F. The goal may be met, as further explained in Section IV hereof, by the Proposer's status as a DBE, by a Joint Venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through sufficient documentation of its good faith efforts to meet the DBE goal 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 Director of Diversity to be most reflective of the DBE's claimed specialty or expertise. Credit toward the DBE contract goal for this contract shall be limited to the participation of firms performing within their Area of Specialty. The Authority reserves the right to investigate and determine active DBE participation and applicable DBE credit specifically identified for this contract prior to award.

**NOTICE: The Authority does not make any representations concerning the ability of any DBE to perform work within its Area of Specialty. It is the responsibility of the Proposer to determine the capability and capacity of the DBE firms to satisfactorily perform the work proposed.**

- B. **"Authority"** means the Chicago Transit Authority.
- C. **"Commercial Useful Function" or "CUF"** means that a DBE is responsible for execution of a distinct element of the work of a Contract and carries out its responsibilities by actually performing, managing, and/or supervising the work involved. With respect to materials and supplies used on a contract, the DBE must be responsible for negotiating price, determining quantity and quality, ordering materials and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Authority will evaluate the amount of work subcontracted, industry practices, and other relevant factors. However, it is not a commercially useful function when a DBE's role is limited to that of an extra participant through which funds are passed to obtain the appearance of DBE participation on the Contract.
- D. **"Disadvantaged Business Enterprise" or "DBE"** means a small business certified by the Illinois Universal Certification Program (IL UCP) as a business owned and controlled by socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR, Part 26.
- E. **"Directory"** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the "IL UCP DBE Directory." The directory will be available on the Authority's web site. Bidders are responsible for verifying the current certification status of all proposed DBE's.
- F. **"Funding Source"** means any source of funds used for an Authority contract. It includes, but is not limited to, funds provided by the US Department of Transportation (DOT), the Federal Transit Administration (FTA), the Illinois Department of Transportation (IDOT), the Regional Transportation Authority (RTA), the City of Chicago (City), the Federal Emergency Management Agency (FEMA), the Illinois Emergency Management Agency (IEMA), the US Department of Homeland Security (DHS) or the Department of Commerce and Economic Opportunity (DCEO).
- G. **"Good Faith Efforts"** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- H. **"IL UCP"** means the Illinois Unified Certification Program.

- I. **“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. Bidders may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

In order to qualify for credit as a DBE, the DBE must be responsible for a distinct, clearly defined portion of the work and the DBE must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- J. **“LIQ”** means a Letter of Interest and Qualifications.

- K. **“Proposal”** includes the following Authority purchasing requests: Request for Proposals (RFP).

- L. **“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.

- M. **“Purchasing Agent”** means the Authority employee who holds the position of Vice President, Purchasing, or designee.

- N. **“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.

- O. **“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 Director of Diversity 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.**

**\* Presumption applies to federally funded contracts only.**

P. **"Subcontractor"** means the individual or firm that has a subordinate contract to that of the Contractor under which the materials or equipment are supplied or services or labor is performed.

Q. **"USDOT" or "DOT"** refers to the U.S. Department of Transportation.

### III. JOINT VENTURES

The Director of Diversity will evaluate the Joint Venture agreement submitted on behalf of the proposed Joint Venture and all related documents to determine whether these DBE requirements have been satisfied. In addition, the Director of Diversity will consider the record of the joint venturers as joint venturers on other Authority contracts, if any.

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

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

The inclusion of any DBE by the Proposer in its bid documents shall not conclusively establish the Bidder's eligibility for full DBE credit for the firm's participation in the contract. The amount of DBE participation credit shall be based upon an analysis by the Director of Diversity, of the specific duties which will be performed by the DBE.

**The Proposer may count toward its DBE goal only expenditures to firms which are currently certified by the IL UCP and which perform a CUF.**

To determine whether a firm is performing a CUF, the Director of Diversity will evaluate the amount of work subcontracted, industry practices and other relevant factors. The Director of Diversity 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 Director of Diversity must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
- G. The Proposer must use good business judgment when negotiating with Subcontractors and take a DBE's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason to fail to meet the DBE goal set forth in the contract, as long as such costs are reasonable.

## V. GOOD FAITH EFFORTS

In order to be responsive, a Proposer must make good faith efforts to meet the DBE contract goal set forth in the contract. The Proposer 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 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 contract goal. Mere *pro forma* efforts are not acceptable and will be rejected by the Director of Diversity.

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 bids in the Contractor's efforts to meet the contract DBE contract 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 bid and the type of contract involved.

- A. Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids 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; and
  - 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 Bidder'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 from third parties.

## VI. PROCEDURE TO DETERMINE BID COMPLIANCE

- A. If the Proposer is a Joint Venture, the Proposer as well as the Joint Venture partner **MUST** complete and sign Schedule B.
- B. A DBE Subcontractor of any tier, DBE Joint Venture partner and/or the Proposer if it is a DBE **MUST** complete and sign Schedule C.
- C. The Proposer **MUST** complete and sign Schedule D.
- D. All completed Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed proposal unless the Authority directs otherwise. Any proposals submitted without completed and executed Schedules and/or evidence of good faith efforts in the time frame required by the Authority may be deemed non-responsible.

### E. 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 at the time of submitting the completed Schedules. **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 bids.**
- 2. All Letters of Certification or Re-certification issued by the IL UCP must include a statement of the DBE firm's area of specialization, relevant NAICS codes and appropriate DBE goal credit (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work set forth on Schedule C must conform to its stated area of specialization. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE firm must request an expansion of its area of specialization from its certifying agency in writing prior to the time set by the Authority for bid opening. Further, the DBE's request for a new area of specialization must be approved by the certifying agency so that the DBE firm is certified in the expanded area of specialization prior to the **DUE DATE FOR PROPOSALS.**

### F. Joint Ventures

- 3. Where the Proposer proposes to include in its bid a DBE, which is a joint venturer, the Proposer must submit a fully executed copy of the Joint Venture agreement with its bid. The Joint Venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.
- 4. 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.

G. Bidders List

The Proposer must also create a Bidders List, consisting of information about all Subcontractors that submitted a Bid or quote. The Bidders List will include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. A form for creating the Bidder's List included in this RFP or LIQ.

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Proposer shall, within seven (7) calendar days of contract award, or prior to any work being performed by any Subcontractor of any tier, execute written subcontracts or purchase orders with the Subcontractors included in the Bid. In the event the Proposer cannot complete the agreement with one or more Subcontractors within this seven (7) 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 Director of Diversity. These written agreements shall be made available to the Director of Diversity upon request. All contracts between the Proposer and its Subcontractors must contain a prompt payment clause as set forth in Section VIII herein.
- 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 Director of Diversity is:

CTA Director of Diversity  
Diversity Programs Department  
567 W. Lake Street  
Chicago, IL 60661-1465

## VIII. PROMPT PAYMENT TO SUBCONTRACTORS

### A. Federally Funded Construction Contracts and All Non-Construction Contracts

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed **on all contracts except construction contracts funded with other than federal funds** no later than fourteen (14) calendar days after the Contractor has received payment from the Authority. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment within fourteen (14) calendar days of the date that the Contractor has received payment from the Authority.
2. In addition, all Retainage amounts **on all contracts except construction contracts funded with other than federal funds** must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the Authority's authorized representative, satisfactorily completed its portion of the Work. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment of Retainage within fourteen (14) calendar days of the date that the Subcontractor has, in the opinion of the Authority's authorized representative, satisfactorily completed its portion of the Work.

### B. Non-federally Funded Construction Contracts

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed **on a construction contract funded with non-federal funds** no later than fourteen (14) calendar days after the Contractor has received payment from the Authority. All of the Contractor's subcontracts must state that the Subcontractor will receive payment within fourteen (14) calendar days of the date that the Contractor received payment from the Authority.

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

## IX. 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 Bids but prior to contract award. However, in the event the Purchasing Agent, after consulting with the Diversity 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 document adequate good faith efforts as set forth in Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the Director of Diversity for such substitution.
- B. Further, after award, 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 Director of Diversity. 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 Director of Diversity 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 document adequate good faith efforts as set forth in Section V hereof.
  - 5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute Subcontractor and the dollar value and scope of work of the proposed subcontract. If the new Subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.
  - 6. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of the substitution. The Authority's response may

approve the request, seek more information, request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in the Authority's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Authority will respond as soon as practicable.

7. Actual substitution by the Contractor may not be made prior to the Authority's approval. Once notified of the Authority's approval, the substitute subcontract must be executed within five (5) calendar days, and a copy submitted to the Director of Diversity.

- 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.

## **X. NON-COMPLIANCE**

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

3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.
  4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- C. 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 DOT 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.
- D. If the Contractor does not pay any Subcontractor listed on a pay request or return a Subcontractor's retainage within the time limits required under the prompt payment provision for federally funded construction contracts and/or non-construction contracts however funded set forth in subsection A of Section IX hereof, the Contractor must pay the Subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the Subcontractor. All agreements between the Contractor and its Subcontractors must provide for interest as set forth herein for all contracts funded with federal funds and/or all non-construction contracts however funded.
- E. If the Contractor does not pay any Subcontractor listed on a pay request within the time limits required under the prompt payment provision for construction contracts funded with non-federal funds set forth in subsection B of Section IX hereof, the Contractor must pay the Subcontractor an additional amount for interest in the amount of two percent (2%) per month on the outstanding balance for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the Subcontractor. All agreements between the Contractor and its Subcontractors must provide for interest as set forth here if the construction contract is funded with non-federal funds.
- F. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

The Contractor agrees to include this assurance in all subcontracts.

- G. The Contractor further 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."

## **XI. 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, its Federal and/or State funding agencies, the U.S. Department of Justice, the USDOT, the Illinois Office of Inspector General and any duly authorized representatives thereof.

## **XII. 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>.



## DBE Assistance Agencies

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

<p><b>Alliance of Business Leaders &amp; Entrepreneurs (ABLE)</b>  150 N. Michigan Ave., Suite 2800  Chicago, IL 60601  Contact: Donna Gaines  Phone: (312) 624-7733  Fax: (312) 275-7841  Email: <a href="mailto:donna@donnamgaines.com">donna@donnamgaines.com</a>  Website: <a href="http://www.ablechicago.com">www.ablechicago.com</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>	<p><b>Black Contractor United (BCU)</b>  11906 S. Michigan Ave.  Chicago, IL 60628  Contact: Belinda Henderson  Phone: (773) 483-4000  Fax: (773) 483-4150  Email: <a href="mailto:belinda_bcu@att.net">belinda_bcu@att.net</a> / <a href="mailto:bcunewera@att.net">bcunewera@att.net</a>  Website: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>
<p><b>Chatham Business Association (CBA)</b>  8441 S. Cottage Grove Ave.  Chicago, IL 60619  Contact: Melinda Kelly  Phone: (773) 994-5006  Fax: (773) 994-9871  Email: <a href="mailto:melkelcba@sbcglobal.net">melkelcba@sbcglobal.net</a>  Website: <a href="http://www.cbaworks.org">www.cbaworks.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>	<p><b>Chicago Minority Business Development Council, Inc. (CMBDC)</b>  105 W. Adams St., Suite 2300  Chicago, IL 60603  Contact: Shelia C. Hill Morgan  Phone: (312) 755-8880  Fax: (312) 755-8890  Email: <a href="mailto:shillmorgan@chicagomsdc.org">shillmorgan@chicagomsdc.org</a>  Website: <a href="http://www.cmbdc.org">www.cmbdc.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> </ul>
<p><b>Chicago Urban League (CUL)</b>  4510 S. Michigan Ave.  Chicago, IL 60653  Contact: Kenya Spann  Phone: (773) 285-5800  Fax: (773) 285-7772  Email: <a href="mailto:kspann@thechicagourbanleague.org">kspann@thechicagourbanleague.org</a>  Website: <a href="http://www.thechicagourbanleague.org">www.thechicagourbanleague.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>	<p><b>Federation of Women Contractors (FWC)</b>  5650 S. Archer Ave. Chicago, IL 60638  Contact: Joan Anderse  Phone: (312) 360-1122  Fax: (312) 360-0239  Email: <a href="mailto:joan@andersenpump.com">joan@andersenpump.com</a>  Website: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a>  <b>Services</b></p>
<p><b>Hispanic-American Construction Industry Association (HACIA)</b>  650 West Lake Street; Suite 415  Chicago, IL 60607  Contact: Jorge Perez  Phone: (312) 575-0389  Fax: (312) 575-0544  Email: <a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a>  Website: <a href="http://www.haciaworks.org">www.haciaworks.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>	<p><b>Illinois Hispanic Chamber of Commerce (IHCC)</b>  855 W. Adams, Suite 100  Chicago, IL 60607  Contact: Omar Duque  Phone: (312) 425-9500  Fax: (312) 425-9510  Email: <a href="mailto:asoto@ihccbbusiness.net">asoto@ihccbbusiness.net</a>  Website: <a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>

## DBE Assistance Agencies (Continued)

<p><b>Latin American Chamber of Commerce (LACC)</b>  3512 W. Fullerton Ave.  Chicago, IL 60647  Contact: D. Lorenzo Padron  Phone: (773) 252-5211  Fax: (773) 252-7065  Email: <a href="mailto:D.LorenzoPadron@latinamericanchamberofcommerce.com">D.LorenzoPadron@latinamericanchamberofcommerce.com</a>  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>  3413 N. Milwaukee Ave  Chicago, IL 60641  Contact: James Villar  Phone: (773) 545-4330  Fax: (773) 545-4373  Email: <a href="mailto:jamesvillar@paccgc.org">jamesvillar@paccgc.org</a>  Website: <a href="http://www.paccgc.org">www.paccgc.org</a></p> <p><b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>
<p><b>Women's Business Development Center (WBDC)</b>  8 S. Michigan Ave., 4<sup>th</sup> Floor  Chicago, IL 60603  Contact: Freida Curry  Phone: (312) 853-3477  Fax: (312) 853-0145  Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a>  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>	<p><b>Women Construction Owners &amp; Executives (WCOE)</b>  308 Circle Avenue  Forest Park, IL 60130  Contact: Mary Kay Minaghan  Phone: (708) 366-1250  Fax: (708) 366-5418  E-mail: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a>  Website: <a href="http://www.wcoeusa.org">www.wcoeusa.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  <b>Project Information</b>  Purchasing Department  567 W. Lake St.  Chicago, IL 60661-1465  Fax: (312) 681-2405</p> <p><b>Purchasing General Manager</b>  Randi Brokvist  Phone: (312) 681-2420  E-mail: <a href="mailto:rbrokvist@transitchicago.com">rbrokvist@transitchicago.com</a></p> <p><b>Purchasing General Manager</b>  Robert K. Miller  Phone: (312) 681-2428  E-mail: <a href="mailto:miller@transitchicago.com">miller@transitchicago.com</a></p>	<p>Chicago Transit Authority  <b>Diversity Programs Information</b>  Diversity Programs Department  567 W. Lake St.  Chicago, IL 60661-1465  Fax: (312) 681-2605</p> <p><b>Contract Compliance Department</b>  Mary Person  Phone: (312) 681-2612  E-mail: <a href="mailto:mperson@transitchicago.com">mperson@transitchicago.com</a></p> <p><b>DBE Certification Department</b>  Nelson Robles  Phone: (312) 681-2616  E-mail: <a href="mailto:nrobles@transitchicago.com">nrobles@transitchicago.com</a></p>
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# DBE - SCHEDULE B

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

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*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:**

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**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): \_\_\_\_\_

# DBE - SCHEDULE B

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

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

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

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

2. Capital contributions:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

A. Joint venture check signing:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# DBE - SCHEDULE B

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

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### **VIII. Control of and Participation in the Joint Venture *(continued)***

**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: 

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3. Estimating: 

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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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# DBE - SCHEDULE B

- 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.

Trade	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)
Professional			
Administrative/Clerical			
Unskilled Labor			

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.

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

# DBE - SCHEDULE B

## AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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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 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, Diversity Department directly in writing or through the prime contractor if the joint venture is a subcontractor.*

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

(Name of DBE Firm)

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Printed Title)

Date

Phone

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

(Name of non-DBE Firm)

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

(Printed Title)

Date

Phone

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

Officers of (Name of non-DBE firm) \_\_\_\_\_ and

(Name of DBE firm)

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.

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires:

DBE - SCHEDULE C

*Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.*

**LETTER OF INTENT FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER,  
AND/OR CONSULTANT (If Prime Contractor is a DBE firm, only fill out Schedule D)**

NAME OF PROJECT / CONTRACT:

**REQUISITION NO.:****JOB ORDER NO.:**

**TOTAL CONTRACT VALUE:**

**FROM:** (Name of DBE Firm)

**TO:** (Name of Prime Contractor)

*and the Chicago Transit Authority*

The DBE status of the undersigned is confirmed by the attached Letter of Certification dated \_\_\_\_\_ or the attached DBE Application (Exhibit A). (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 (attach additional pages if necessary):

<b>NAICS CODES –</b> List codes assigned to DBEs that can be used on this project:	<b>DESCRIPTION OF WORK FOR ENTIRE CONTRACT TERM–</b> Please describe in DETAIL what TYPE of WORK you will be performing for the entire length on this project:	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>Total DBE Contract Value listed separately for each item</b>
				<b>TOTAL DBE CONTRACT</b>

**MULTI-PHASE PROJECT(S)** – For those projects that are multi-phase, please indicate the phase in which the DBEs will be performing work:



# DBE - SCHEDULE C

*Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.*

## **LETTER OF INTENT FROM DBE (continued) / REQUISITION / JOB NO.:**

### **Sub-Contracting Levels**

**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 BELOW.

%\_\_\_\_\_ 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 ANY dollar amount of the DBEs 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 (7) seven calendar days of your receipt of a signed contract from the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor.

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

(Name of DBE Firm)

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Printed Title)

Date

Phone

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

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

(Name of non-DBE Firm)

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

(Printed Title)

Date

Phone

# DBE - SCHEDULE C

## LETTER OF INTENT FROM DBE (continued) / REQUISITION / JOB NO.:

*Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.*

**THIS FORM MUST BE SIGNED AND NOTARIZED**

## DBE AFFIDAVIT

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor and the CTA on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me 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 CTA deems appropriate.

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

(Printed Name of Owner, President, or Authorized Agent of DBE)

(Date)

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

(Name of DBE firm)

personally known to me as the person(s) 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.

**OFFICIAL NOTARY SEAL:**

Signature of Notary Public

My Commission Expires:

# DBE - SCHEDULE D

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

## DBE UTILIZATION PLAN

NAME OF PROJECT / CONTRACT:

REQUISITION NO.:

JOB ORDER NO.:

TOTAL CONTRACT VALUE:

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 Small Business Enterprises (DBE) Schedules for each DBE. Listed below is/are the agreements(s) that correspond(s) with the Schedule C submitted by each DBE and listed separately for each DBE participating on the above mentioned contract (attached additional pages if necessary):*

DBE FIRM(S)	DESCRIPTION OF WORK FOR ENTIRE CONTRACT TERM— Please describe in DETAIL what TYPE of WORK the DBEs will be performing on this contract for its entire length:	TOTAL DOLLAR AMOUNT OF EACH DBE CONTRACT
		TOTAL \$\$ for ALL DBE:

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

(Printed Name of DBE Liaison Officer) (Phone)

(Email)

# DBE - SCHEDULE D

## **PRIME CONTRACTOR AFFIDAVIT** **THIS FORM MUST BE SIGNED AND NOTARIZED**

**DBE UTILIZATION PLAN / REQUISITION / JOB NO.:**

**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 a formal agreement with all listed DBE firms for work as indicated by this Schedule D and accompanying Schedule C's, and will enter into such agreements within (7) seven calendar days after receipt of the contract executed by the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor(s). In the event the Prime contractor cannot meet said seven (7) day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreement will be completed.*

*If awarded a contract, I agree to promptly and directly provide the CTA on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.*

*Further, I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me 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 CTA deems appropriate.*

(Name of Prime Contractor Firm)

(Printed Name of Owner, President, or Authorized Agent of Prime Contractor)

(Date)

(Signature of Owner, President, or Authorized Agent of Prime Contractor)

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

(Name of Affiant)

personally known to me as the person(s) 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.**

**OFFICIAL NOTARY SEAL:**

Signature of Notary Public

My Commission Expires:

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**NAME OF PRIME BIDDER****BIDDERS LIST**

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

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

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

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

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

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

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

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

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

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

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

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

## **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

### **INSURANCE REQUIREMENTS**

**CHICAGO TRANSIT AUTHORITY  
INSURANCE AND BOND REQUIREMENTS**  
[Short Form rev. 11/13/09]

REQUISITION NUMBER: **B14FI04346**

SPECIFICATION NUMBER CTA: \_\_\_\_\_

**PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS**

**A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.**

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

Contractors must provide the CTA with the following documents:

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

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

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

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

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

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



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

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

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

**C. CTA ADDRESS.**

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

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

**D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE**

1. The Contractor expressly agrees that failure to comply and maintain compliance with all insurance and bond requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract. In addition, such failure, if uncured, may result in debarment and suspension.

2. The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

**PART II. INSURANCE REQUIREMENTS**

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

### PART III. INSURANCE COVERAGES

#### A. WORKERS COMPENSATION

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

Coverage B: Employers Liability:

**\$1,000,000** Bodily Injury by Accident

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

#### B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

**\$2,000,000** General Aggregate

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

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

**\$2,000,000** Per Occurrence

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

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

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

#### C. AUTOMOBILE LIABILITY

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

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

#### D. UMBRELLA LIABILITY

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

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

E. OWNERS PROTECTIVE LIABILITY

N/A General Aggregate (Per Location)

N/A Per Occurrence

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

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

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

\$2,000,000 Bodily Injury/Property Damage per Occurrence  
\$6,000,000 Bodily Injury/Property Damage Aggregate

G. CARGO LIABILITY/INLAND MARINE

N/A OCC/AGG

H. PROFESSIONAL LIABILITY

\$1,000,000 PER CLAIM

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

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**PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

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

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

Payment Bond: N/A  
Performance Bond: N/A  
Fidelity Bond: N/A



# INSURANCE CERTIFICATE OF COVERAGE

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

Named Insured: \_\_\_\_\_ RFP#: \_\_\_\_\_

Specification #: \_\_\_\_\_

Address: \_\_\_\_\_  
(NUMBER & STREET)

Project #: \_\_\_\_\_

Contract #: \_\_\_\_\_

(CITY) (STATE) (ZIP)

Description of  
Operation/Location

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

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

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

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

## APPENDIX E

### **BID PROTEST PROCEDURES**

## **BID PROTEST PROCEDURES**

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

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

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

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

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

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

**C. Submission of Protest**

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

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

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

**D. Types of Protests and Timing**

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

**1. Protest regarding solicitation**

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

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

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

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

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

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

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

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

## **E. Authority Response**

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

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

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

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

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

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

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

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

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

## **2. Decisions by Authority**

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

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

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

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

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

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

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



APPENDIX F  
CERTIFICATION OF PRIMARY REGARDING DEBARMENT

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

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

its principles:

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

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

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

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

APPENDIX G

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

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

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

its principles:

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

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

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

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

APPENDIX H  
**CERTIFICATION- LOBBYING**

## LOBBYING CERTIFICATION

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

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

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

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

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

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

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

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

## APPENDIX I

### **CERTIFICATION – DRUG-FREE WORKPLACE**

## CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

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

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Signature and Title of Authorized Official

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Date



## APPENDIX J

### **DISCLOSURE OF OWNERSHIP**

(MUST BE COMPLETED BY PRIME CONSULTANT AND ALL PROPOSED SUB-CONSULTANTS)

## 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 \_\_\_\_\_, 2014

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

(NOTARY'S SEAL)

## APPENDIX K

### NON-DISCLOSURE STATEMENT

## **NON-DISCLOSURE STATEMENT**

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA"), Requisition No. B14F104346- Requests for Proposals for Consulting Services to Monitor and Report on DBE Labor and Workforce Diversity Levels for Various Construction Projects for Three Years with Two One-year Options from Date of Contract Execution

, \_\_\_\_\_ ("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"), Requisition No. B14FI04346- Requests for Proposals for Consulting Services to Monitor and Report on DBE Labor and Workforce Diversity Levels for Various Construction Projects for Three Years with Two One-year Options from Date of Contract Execution

, \_\_\_\_\_ ("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:

Therefore, Company states as follows:

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

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

Agreed to and Accepted:

\_\_\_\_\_  
Company

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

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

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

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

APPENDIX L

**VENDOR REFERENCE FORM**

### Vendor References Form

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

## APPENDIX M

### TABLE OF EXCEPTIONS

### Table of Exceptions

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

Name of Firm: \_\_\_\_\_

Page #	Section / Reference	Provision or Proposed Language

Attach additional page(s) if necessary.

APPENDIX N  
FREEDOM OF INFORMATION ACT NOTICE



For Insertion into Solicitation Documents for all procurements NOT subject to a public bid opening, such as a request for proposals (RFP) or a request for letters of interest and qualification (LIQ):

## **FREEDOM OF INFORMATION ACT NOTICE**

**Proposer/Respondent must complete the attached Freedom of Information Declaration and affix it to the front of each proposal/letter of interest and qualification that Proposer/Respondent submits to CTA.**

CTA is subject to the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), which enables the public to request and obtain records from CTA. FOIA requires, upon request, the public disclosure of any non-exempt information in proposals/letters of interest and qualification, contracts, invoices or payment records (among other records). See Section 7 and 7.5 of FOIA, 5 ILCS 140/7 and 7.5, for the available FOIA exemptions. If Proposer/Respondent has any questions regarding the FOIA process at CTA, Proposer/Respondent should contact CTA's Freedom of Information Officer at (312) 681-2809 or via e-mail at [FOIA@transitchicago.com](mailto:FOIA@transitchicago.com).

Please note that proposals/letters of interest and qualification become the property of the CTA when submitted and cannot be returned. All proposals/letters of interest and qualification and any subsequent contract (including any later amendments thereto) will be subject to public disclosure under FOIA upon request after the successful proposer/respondent and CTA have executed a written contract. To the extent that Proposer/Respondent provides records to CTA that contain information exempt from public disclosure under FOIA, such as proprietary trade secrets or confidential commercial or financial information (see Section 7(1)(g) of FOIA, 5 ILCS 140/7(1)(g)), Proposer/Respondent must clearly identify and mark this information in the records. See **How to Mark and Identify Proprietary, Privileged or Confidential Information** herein.

**Any proposals/letters of interest and qualification submitted to CTA in connection with this procurement that are not clearly marked and identified as containing proprietary, privileged or confidential information may be released by CTA with no further notice to Proposer/Respondent.**

Proposer/Respondent is solely responsible for the marking and identification of Proposer/Respondent's proprietary, privileged, or confidential information within a proposal/letter of interest and qualification before it is submitted to CTA. For purposes of this provision, all information provided by Proposer/Respondent in a proposal/letter of interest and qualification is considered by CTA to be Proposer/Respondent's information, even if the information relates to one or more of Proposer/Respondent's proposed subcontractors. Proposer/Respondent is solely responsible for marking and identifying any proprietary, privileged, or confidential information of Proposer/Respondent's subcontractors contained in Proposer/Respondent's proposals/letters of interest and qualification before the proposals/letters of interest and qualification are submitted to CTA. Proposer/Respondent will be required to indemnify, defend, and hold harmless CTA for any damages, costs, liabilities, and fees (including attorney's fees) that result from the public disclosure by CTA of information from Proposer/Respondent's proposal/letter of interest and qualification that is not marked and identified by Proposer/Respondent as proprietary, privileged, or confidential at the time that Proposer/Respondent submits its proposal/letter of interest and qualification to CTA.

In the event that a FOIA request is made for records that contain information that Proposer/Respondent has identified and marked as "proprietary," "privileged," or "confidential," CTA will notify Proposer/Respondent of the request and will allow Proposer/Respondent an opportunity to review the records requested under FOIA so that Proposer/Respondent can confirm that all marked and identified proprietary, privileged or confidential information has been removed. Before allowing information that Proposer/Respondent has identified and marked as "proprietary," "privileged," or "confidential" to be redacted from a proposal/letter of interest or qualification (or other record), CTA may require Proposer/Respondent to provide CTA with additional information regarding the materials marked and identified for redaction. CTA will not allow the redaction of any information that does not meet the statutory FOIA exemptions.

Once Proposer/Respondent has reviewed a particular proposal/letter of interest and qualification or contract and has confirmed that all proprietary, privileged and confidential information has been removed, CTA will provide Proposer/Respondent with a redacted copy of the proposal/letter of interest and qualification or contract that will be publicly disclosed by CTA in connection with any pending or future FOIA requests and CTA will provide no further notice to Proposer/Respondent when that particular record is requested or publicly disclosed pursuant to a FOIA request. This redacted copy of the proposal/letter of interest and qualification or contract may also be published in whole or in part on CTA's website or in any other format by CTA without further notice to Proposer/Respondent.

Please note that Proposer/Respondent may also be required to provide CTA with additional information regarding information redacted from records if any proceeding arises that requires CTA to defend the non-disclosure of the information that Proposer/Respondent has marked and identified as "proprietary," "privileged," or "confidential."

Please also note that, if Proposer/Respondent receives a contract in connection with this procurement, "public records" as defined in Section 2 of FOIA that are in Proposer/Respondent's possession or control as a result of the contract may be requested under FOIA and the non-exempt portions of those records may be subject to public disclosure under FOIA. *See* 5 ILCS 140/2 and 7(2). CTA will notify Proposer/Respondent of any FOIA request that will require Proposer/Respondent to review and compile records in its possession or control.

Upon receiving notice from CTA that a FOIA request has been made for Proposer/Respondent's proposals/letters of interest and qualification, contract or other records provided to CTA or in Proposer/Respondent's possession or control, Proposer/Respondent must produce and/or complete the review of all records requested pursuant to FOIA within two (2) business days or other time frame indicated in CTA's notice to Proposer/Respondent. *See* 5 ILCS 140/3(d) and 3.1 for the statutory deadlines applicable to non-commercial and commercial FOIA requests. If Proposer/Respondent will require additional time to produce and/or review the records being requested, Proposer/Respondent must notify CTA immediately and provide CTA an explanation for the delay and the date when CTA can anticipate the records or the completion of Proposer/Respondent's review.

If Proposer/Respondent fails to timely comply with any request by CTA to produce or review records necessary for CTA's compliance with FOIA and Proposer/Respondent's non-compliance results in any adverse consequences to CTA, including but not limited to, fines or penalties being imposed on CTA, Proposer/Respondent's non-compliance will be an event of default on the underlying contract, if any, and will further be deemed a loss covered by any such underlying contract's indemnification provisions.

#### **HOW TO MARK AND IDENTIFY PROPRIETARY, PRIVILEGED OR CONFIDENTIAL INFORMATION:**

In order to clearly mark and identify a record or portion of any record submitted to CTA in connection with this procurement that contains any Proposer/Respondent proprietary, privileged or confidential information, Proposer/Respondent must complete all of the following steps:

- A. To the extent that Proposer/Respondent submits any proprietary, privileged, or confidential information to CTA, Proposer/Respondent must mark the title pages of each proposal/letter of interest and qualification containing such information as follows: "This [insert **Proposal**] or [Letter of Interest and Qualification] or [Other Identification] includes proprietary, privileged, or confidential, that may not be disclosed outside CTA and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal/Letter of Interest and Qualification. The pages that contain information subject to this restriction are [insert **page numbers or other identification**]." For purposes of this provision, "CTA" will include any consultants assisting CTA with respect to CTA's evaluation of the proposals/letters of interest and qualification submitted in connection with this procurement.

## FREEDOM OF INFORMATION DECLARATION

Place an "X" on the appropriate line and fill in the blanks:

\_\_\_\_\_ There is no information contained in the attached proposal/letter of interest and qualification that is proprietary, privileged or confidential to Proposer/Respondent:

\_\_\_\_\_  
(Insert the name of your company)

pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* I acknowledge that the entire contents of the attached proposal/letter of interest and qualification may be publicly disclosed by CTA upon request pursuant to FOIA or may be published in whole or in part on CTA's website or in any other format without further notice to Proposer/Respondent.

\_\_\_\_\_ The attached proposal/letter of interest and qualification contains information that is proprietary, privileged, or confidential to Proposer/Respondent:

\_\_\_\_\_  
(Insert the name of your company)

pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/1 *et seq.* To the extent that proprietary, privileged or confidential information is being submitted to CTA in the attached proposal/letter of interest and qualification, the proposal/letter of interest and qualification has been marked as required by CTA's Freedom of Information Act Notice. I acknowledge that the contents of the attached proposal/letter of interest and qualification that are not identified as containing proprietary, privileged or confidential information may be publicly disclosed by CTA upon request or may be published in whole or in part on CTA's website or in any other format without further notice to Proposer/Respondent.

If CTA has any questions regarding the contents of the attached proposal/letter of interest and qualification or information marked as proprietary, privileged, or confidential by Proposer/Respondent, CTA's Freedom of Information Officer should contact (Please Print):

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

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_