



CHICAGO TRANSIT AUTHORITY

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

April 1, 2014

Subject: Requisition No. B14OP01009 – Request for Proposals for Security Guard (unarmed) services to protect CTA customers, personnel and facilities as required for a period of up to three years with two one-year options.

Re: Addendum No. 2

Dear Proposer:

Attached please find Addendum No. 2 that replaces Appendix J, VENDOR PROFILE with the included revised VENDOR PROFILE document. Please take this information into account when preparing your proposal. Acknowledgement of Addendum No. 2 must be included in the cover letter submitted with 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 60661-1465

Due Date Remains: Monday, April 7, 2014

Proposals must be received before 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office, no later than the advertised date and hour for the receipt of the proposals. If the delivery of the proposal is delayed beyond the date and hour set for the receipt of the proposals, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

Eight copies of the Technical section,
Eight copies of the Price Proposal section, and
Four copies of the DBE section are to be provided

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

Sincerely,

Robert Miller
General Manager, Purchasing\

CHICAGO TRANSIT AUTHORITY
ADDENDUM # 2
RFP NO. B14OP01009

Replace document in Appendix J, VENDOR PROFILE with the attached VENDOR PROFILE document.
The revision is:

Attach audited financial statements covering **the three most recent years**.

Vendor Profile Form

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

Attach audited financial statements covering the <u>three most recent years.</u>	Attached (mark w/ X)	Yes		No	
Provide key financial information (in Thousands of US Dollars):					
<u>Income Statement Data</u>					
Net Revenues					
Cost of Goods Sold or Cost of Sales					
Selling, General and Administrative Expenses					
Depreciation					
Interest Expense					
Taxes					
EBITDA					
EBIT					
Net Income					
<u>Balance Sheet Data</u>					
Total Assets					
Total Current Assets					
Inventory					
Total Liabilities					
Total Current Liabilities					
Total Shareholder Equity					
<u>Statement of Cash Flow Data</u>					
Cash flow from Operations					
Cash flow from Financing					
Cash flow from Investing					
<u>Share Price Data</u>					
52 Week Range (52 Week Low-52 Week High)					
Market Capitalization					
Describe clients served between 1/1/1999 and RFP receipt date by the company and industries represented.					
Of the above, please describe public sector and transportation.					
What is the concentration of revenues with clients – Identify the % of revenues represented by the Top 5 and Top 10 clients					
What is your most recent D&B credit rating?					
What is your most recent Bond Rating?					
What is the effective date of the Bond Rating?					
Please specify rating company (Moody's, S&P, Fitch, etc.)					

Note: The CTA, at its option, may require a vendor to provide additional support and/or clarify requested information.



CHICAGO TRANSIT AUTHORITY

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

March 28, 2014

Subject: Requisition No. B14OP01009 – Request for Proposals for Security Guard (unarmed) services to protect CTA customers, personnel and facilities as required for a period of three years with two one-year options.

Re: Addendum No. 1

Dear Proposer:

Attached please find Addendum No. 1 that answers written questions received by CTA. Please take this information into account when preparing your proposal. Acknowledgement of Addendum No. 1 must be included in the cover letter submitted with 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 60661-1465

Due Date: Monday, April 7, 2014

Proposals must be received before 3:30 p.m. Chicago time

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Eight copies of the Technical section,
Eight copies of the Price Proposal section, and
Four copies of the DBE section are to be provided

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

Sincerely,


Robert Miller
General Manager, Purchasing\

cc: File

**CHICAGO TRANSIT AUTHORITY
ADDENDUM # 1
REQUISITION NO. B14OP01009**

Included with Addendum #1 are the following 3 ITEMS.

ITEM #1. ATTACHMENT A

Remove page -3- Titled:

IV. CONTRACT AND GENERAL REQUIREMENTS

**Replace with Attachment A
Page revisions are in BOLD.**

ITEM #2 ATTACHMENT B

Remove page -14- Titled:

9. VEHICLES

**Replace with Attachment B
Page revisions are in BOLD**

ITEM #3 Written questions received from Proposers and CTA's responses.

1. Is there a required minimum wage for personnel assigned to this contract?

CTA Response: No

2. In regards to the DHS(Department of Homeland Security) ICS Training required, what is the initial deadline for guards to become certified and eligible for service on this contract (i.e., pre-award meeting, commencement of contract, other)?

CTA Response: Commencing with copies of completion on file with CTA.

3. Are the hours worked at the approximately ten posts seven days a week?

CTA Response: Reference DETAIL SPECIFICATIONS FOR SECURITY GUARD SERVICES; RAIL STATIONS & FACILITIES SPECIFICATION NO. CTA 0990-14 Item 5.2.1.

4. Is each post permanently assigned at one specific location?

CTA Response: No security posts are subject to change based on the needs of CTA

5. Are the hours of guard service from 1:00 PM through 6:00 AM at each of the approximate ten posts?

CTA Response: Hours of shifts vary within a 24 hour period in this contract in accordance with the needs of CTA

6. If not, what are the hours of coverage? Please provide a representative schedule for each post.

CTA Response: Hours of shifts vary within a 24 hour period in this contract in accordance with the needs of CTA.

7. What are the locations of the ten posts where the officer will be assigned?

CTA Response: Reference contract document titled: IV. CONTRACT AND GENERAL REQUIREMENTS – "All posts are located within the Chicago city limits." Exact locations will be given to the firm awarded the contract.

**CHICAGO TRANSIT AUTHORITY
ADDENDUM # 1
REQUISITION NO. B14OP01009**

8. Is storage available at each post for storage of equipment and reports etc? Is electricity available for charging radio batteries at each post?

CTA Response: Yes, but available storage will not be secured (lockable). There will be power outlets for charging batteries etc.

9. Is there a wage determination or prevailing wage requirement for this job? If so, what is the URL of the website where the correct wage determination or prevailing wage can be found?

CTA Response: No

10. Is this a union contract? Is there a Collective Bargaining Agreement for this contract?

CTA Response: No

11. Do security officers need to be e-rail safe certified?

CTA Response: No

12. Since we base pricing on the requirements and the number of hours of service per week what can we reasonably assume will be the service hours per week?

CTA Response: Reference contract documents: Appendix A Price Proposal

13. For how long of a period of time can we be assured these weekly hours of guard service will remain at the monthly totals listed in the pricing section?

CTA Response: Hours of shifts vary in this contract in accordance with the needs of CTA.

14. Please define what you mean by "psychological evaluation."

CTA Response: One example is the Stanton survey

15. Does the Stanton survey by itself meet the requirements of this section?

CTA Response: The Stanton survey is one evaluation that meets the requirements

16. Please provide us with the names of products or specifications for the psychological evaluation?

CTA Response: The Stanton survey is one evaluation that meets the requirements.

17. *Questions regarding 40 hours of pre-deployment training. Eight hours of Right-of-Way Safety Tour session given by CTA on CTA property at a cost to Proposer of \$200.00 per person. Four hours of CTA Security Orientation provided by CTA.*

Question: How frequently are these classes held?

CTA Response: The CTA will work with the CTA training department and the successful proposer to fulfill this requirement on a timely basis.

18. *Questions regarding Guard Monitoring Systems:* On average six (6) to ten (10) stations, chips or strips shall be installed at or in each rail post.

Question: A: How many chips or strips are required in total for all stations combined in this document? 100 maximum for the stations?

B: If additional rail stations are assigned are the additional chips billable?

C: If not, how many chips should we use for cost purposes?

CTA Response: A: The number of chips or strips may vary by station depending on the amount of equipment at the station

B: Yes

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C: For pricing purposes use 100 as a quantity. The number of chips or strips may vary by station depending on the amount of equipment at the station.

19. *Question regarding Guard Monitoring Systems Computer and software shall have the capabilities to provide for information from all rail stations and security guard personnel data recovered from the data recovery units and provide a report that shall reflect, but not be limited to: date, time, location, individual employee, start time, number of predetermined rounds made, and end time.*

Question: Please explain what you mean that the computer and software shall have the capabilities to provide for information from all rail stations. Whose computer is it and where is it located?

CTA Response: The Contractor is required to have a computer with software that will provide work activity reports of security guards working at the different posts.

20. *Question regarding ITEM 2.2 Uniformed guards will be assigned as specified. The Contractor shall also be prepared to provide guards for one shift, eight (8) hours, from the scheduled time at which such guard service is requested by phone. Hours of shifts are subject to change.*

Question: A: Is the service scheduled by phone for additional hours of guard service?

B: How much lead time is given to fill a post and

C: are these hours billed at the overtime rate?

D: What is the range of expected additional shifts required on a given day and week?

CTA Response: A: Yes

B: Typically when additional guard service is requested it is for a critical or emergency situation. This is unknown additional hours and shifts may vary from those otherwise specified in this contract in accordance with CTA needs.

C: No

D: Number of additional hours and shifts may vary from those otherwise specified in this contract in accordance with CTA needs.

21. What method is used for the CTA representative to attest to the guard's physical presence and time of arrival?

CTA Response: Reference Exhibit 1 Detail Specification CTA 0990-14 Item 6.1.3

22. *Questions regarding Exhibit 1 Detail Specification CTA 0990-14 ITEM 9.2*

Questions:

A: If a security officer is assigned to one post, and there are a total of ten posts, for what reason are ten vehicles required?

B: Who will be driving the vehicles and where will they be driving them?

C: Assuming only supervisors are driving the vehicles, and only two to four supervisors are working at a time, why are ten vehicles required?

D: What is the estimated mileage driven per vehicle per year? If estimated mileage is not available what addresses are the outer ranges where the vehicles will be driven?

E: Where is a vehicle that is being driven being parked at a location that it is driven to?

F: Are parking passes available, and if so what is the cost?

G: Can cellular telephones be substituted for radios?

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CTA Response: A: The Contractor shall provide, at all times, a quantity of five vehicles, which are to be dedicated to this contract. Contractor, shall also be able to document, upon request, the ability to provide backup/replacement vehicles, if required.
B: This is the responsibility of the Contractor to determine.
C: The Contractor shall provide, at all times, a quantity of five vehicles, which are to be dedicated to this contract. Contractor, shall also be able to document, upon request, the ability to provide backup/replacement vehicles, if required.
D: The CTA does not track vendor's annual mileage. All posts are within the city limits of Chicago.
E: The CTA has no parking available for Contractors vehicles. Costs of parking will vary based on location.
F: No
G: No

23. The price schedule lists an equivalent of 336 hours of supervision per week. (equals 42, eight hour shifts per week or six shifts per day on average). Are an equal number of supervisors working on each shift?

CTA Response: This is the responsibility of the Contractor

24. A. How many supervisors are required in total?
B. Are supervisor's full time and part time?
C. What are the supervisor schedules?
D. Please list the supervisor's duties?

CTA Response: A. This is the responsibility of the Contractor.
B. This is the responsibility of the Contractor.
C. This is the responsibility of the Contractor.
D. This is the responsibility of the Contractor.

25. Will CTA allow the vendor to use their repeater system?

CTA Response: No

26. Will CTA rent their radios for the security staff?

CTA Response: No

27. Other agencies section on page 5. What other local government agencies may negotiate their own agreements with the contractor based on terms and conditions with this agreement? Can you please provide an example of when this has happened in the past?

CTA Response: Typically, the other local government agencies would be: Board of Education of the City of Chicago, City of Chicago, Chicago Park District, Chicago Housing Authority, City Colleges of Chicago, and Cook County.

CTA has just recently been using this clause in its sample agreement, and at this time there are no examples to provide.

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28. If the proposing firm is DBE certified, can we assume the contract will meet the DBE requirement and there will be no need to subcontract to a DBE firm as outlined in the DBE Proposal?

CTA Response: As long as the DBE certified firm is performing a commercial-useful function on the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

29. On page 13, under Crime Reports/Court Procedures, if a guard is required for a court appearance, does the Contractor get to bill CTA the straight time rate for 3 hours per court appearance and/or any extended cost appearance that is documented and verified by court personnel in addition to the regularly scheduled hours worked by officers? Would that be a separate invoice?

CTA Response: Yes

30. When does CTA expect to award the RFP and what is the effective start date to this contract?

CTA Response: All proposals are to be valid for a period of at least 120 days from the due date of proposals. CTA tries to Award a contract within this time period. Effective date of contract should be within 60 days of contract award.

31. How much bond is needed to meet the CTA's Requirements?

CTA Response: Please reference the insurance requirements document in Appendix M.

32. Why is there a need for a vehicle at each CTA post, if security guards will be on foot patrol as outlined in CTA RFP?

CTA Response: Contract does not state vehicles will be stationary at all posts. The Contractor shall provide, at all times, a quantity of five vehicles, which are to be dedicated to this contract. Contractor, shall also be able to document, upon request, the ability to provide backup/replacement vehicles, if required.

33. What is the current schedule for unarmed guards per each post?

CTA Response: Hours of shifts vary within a 24 hour period in this contract in accordance with the needs of CTA.

34. We are certified with the City of Chicago as a DBE. As prime can my company also count as the 30% DBE goals?

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

35. Who will be responsible for driving the vehicles? Security Officers or Supervisors?

CTA Response: This is the responsibility of the Contractor to determine.

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36. What is the time period from the award of contract to starting work on this contract?

CTA Response: All proposals are to be valid for a period of at least 120 days from the due date of proposals. CTA tries to Award a contract within this time period. Effective date of contract should be within 60 days of contract award.

37. Will CTA provide the current Bill Rates and Wage Rates for the current provider?

CTA Response: Vendors may make a request for the incumbents bid through CTA's Freedom of Information Officer:

Brigett R. Bevan

Freedom of Information Officer

Chicago Transit Authority

567 W. Lake Street

Chicago, Illinois 60661

(312) 681-2809

FOIA@transitchicago.com

38. Does CTA have a preference for the type of vehicles vendors provide?

CTA Response: Reference Exhibit 1 Detail Specification CTA 0990-14 ITEM 9.2

39. Can CTA provide an estimate for monthly mileage per vehicle in order to have a level by each vendor for purposes of cost comparison?

CTA Response: This is the current vendor's responsibility CTA does not track this.

40. There are various measures vendors can use to meet the RFP requirement for annual psychological testing, all of which have varying costs. Does CTA has a preferred or can CTA provide guidance as to the type kind of testing it requires? Can CTA provide information as to what kind of psychological evaluation is currently employed to meet this requirement?

CTA Response: The "Stanton Survey" is one evaluation that meets the requirements.

41. In the event CTA opts to choose another vendor, and the new vendor intends to recruit and employ current security officers, will the new vendor be required to conduct new physical and psychological testing on those officers if their existing tests are current?

CTA Response: Please refer to Section IV Contract and General Requirements number four.

42. Under the "Training Requirements" the RFP States that eight hours of pre-deployment training of 8 hours for Right of Way Safety is provided by CTA at a cost of \$200,00/person to each vendor. Is there additional cost for the four hour block of CTA Orientation also provided by CTA?

CTA Response: There is no additional cost for the four hour CTA Orientation.

43. The RFP states that each officer will be equipped with handcuffs. However the training requirements do not identify any training requirements for use of this equipment. Will CTA elaborate on the training required for officers to use handcuffs and ask vendors to provide their "Use of Force" policies?

CTA Response: This will be discussed with the Contractor awarded the contract.

44. The RFP States in "Guard Monitoring System" requires vendors to provide a monitoring system and proceeds to describe two elements; "Station Chips and Data Recovery (examples only)". Can CTA provide information as to what system is currently deployed to meet this requirement?

CTA Response: Vendors may make a request for this information through CTA's Freedom of Information Officer:

**CHICAGO TRANSIT AUTHORITY
ADDENDUM # 1
REQUISITION NO. B14OP01009**

Brigett R. Bevan
Freedom of Information Officer
Chicago Transit Authority
567 W. Lake Street
Chicago, Illinois 60661
(312) 681-2809
FOIA@transitchicago.com

45. The RFP outlines the factors CTA will consider when evaluating offers. Can CTA provide what scoring method it will use to assign to proposers? Will any of the factors be weighted or are all factors equal in weight? What will determine whether or not a vendor is in the "competitive range"?

CTA Response: Reference section: VI. EVALUATION PROCESS AND CRITERIA of the RFP document. It states: "In reviewing and evaluating the responses to this RFP, the CTA will consider the following factors, which are listed in order of relative importance, beginning with the most important:"

46. What is CTA's current annual spend on this contract?

CTA Response: Vendors may make a request for the incumbents bid through CTA's Freedom of Information Officer:
Brigett R. Bevan
Freedom of Information Officer
Chicago Transit Authority
567 W. Lake Street
Chicago, Illinois 60661
(312) 681-2809
FOIA@transitchicago.com

47. The RFP States that vendors must provide employee turnover rate for the past five years. Companies measure this on varying ways. For example, some companies count non-voluntary turnover (people fired) voluntary turnover (people leave for other companies or are promoted). Will CTA specify what rate they are looking for? Would an employee retention rate be more indicative and acceptable as to what CTA is relying to determine?

CTA Response: Vendors must provide total turnover rate for the past five years

48. As wage is and benefits are one of the primary drivers of employee turnover, and that some of the vendors responding to this RFP have unionized workforces, how will CTA mitigate the competing factors of lower cost/lower wage providers (non-union) to those vendors with a unionized workforce?

CTA Response: CTA will not.

49. Are any FTA or other Federal funds used to fund this program? If so, does that funding make this procurement subject to any Federal Procurement regulations other than 49 CFR Part 26?

CTA Response: No FTA or other Federal Funds are used for this contract.

50. Can CTA verify the payment terms for this contract?

CTA Response: Payment is normally made within 30 days of receipt, review and acceptance of services listed on invoice. Invoicing shall be for two week periods.

CHICAGO TRANSIT AUTHORITY

ADDENDUM # 1

REQUISITION NO. B14OP01009

51. Can CTA describe how it intends to balance technical scoring versus pricing for the evaluation of bids?

CTA Response: Reference answer to question # 46.

52. Vendors with unionized workforces may be at a cost/price disadvantage compared to non-unionized vendors. This disadvantage may negatively impact the consideration of firms highly qualified to perform this work for the CTA. One way for vendors to mitigate this cost disparity may be to provide alternative means to meet the requirements of the RFP such as use of part-time workforces, deployment of technology, and other industry practices. Will CTA entertain such alternative measures in order to create a more equal playing field?

CTA Response: No

IV. CONTRACT AND GENERAL REQUIREMENTS

Based on current usage, CTA anticipates the awarded contractor will need to provide approximately 4,611 hours per month to cover approximately 10 posts. All posts are located within the Chicago city limits. Additionally, the contractor, prior to contract award, must provide a listing of radio and vehicle inventory to ensure each guard has a radio and there are sufficient vehicles for security coverage based on CTA's approval. **The Contractor shall provide, at all times, a quantity of five vehicles, which are to be dedicated to this contract. Contractor, shall also be able to document, upon request, the ability to provide backup/replacement vehicles, if required.** CTA may change the number of posts which will require security guard coverage during the term of this contract. For the purpose of this bid, please provide unit prices based on the proposal pages for each contract year. These figures are provided for your information only and in no way represents a commitment from the CTA to provide a specific number of hours per month. CTA reserves the right to decrease or increase the number of guards as necessary during the term of this Contract and makes no commitment as to the actual number of security personnel a Contractor will be requested to provide during the term of this Contract.

Security Provider shall procure and maintain insurance during the term of the contract, at its expense, as described on the INSURANCE AND BOND REQUIREMENTS, CTA Short Form rev. (11/13/09), found in Appendix M, Insurance Requirements.

The potentially awarded contractor shall provide the following information at the pre-award meeting, which will be separately scheduled:

1. Evidence from a licensed physician giving notice that all guard personnel assigned to this Contract have been given and passed a physical examination to perform security functions.
2. Evidence from a licensed drug facility giving notice that all guard personnel assigned to this contract have been given and passed a drug urinalysis test within the past thirty (30) days of the contract award date.
3. Evidence from a licensed psychologist/psychiatrist giving notice that all guard personnel assigned to this contract have been given and passed a psychological evaluation to perform security functions.
4. Subsequent psychological evaluations shall be performed annually on the anniversary date of the initial examination of each guard assigned to this contract. Notice that all guard personnel have been given and passed subsequent psychological evaluations shall be provided to the CTA contract administrator no later than ten (10) working days following contractor's receipt of results.
5. A current roster of all security personnel, including a copy of the Permanent Employee Registration Card (PERC) card for each security guard and supervisor.
6. Disciplinary procedures for security personnel.
7. An overview of the billing process and a sample invoice.
8. Evidence of a 24 hour operations center, or the intention to create one.
9. Information about Security personnel that shall be provided at the Pre-Award meeting is verification that each officer:
 - A. Shall be a high school graduate or equivalent.
 - B. Shall be at least twenty-one (21) years of age at the start of the contract.
 - C. Shall be a lawful resident of the United States or otherwise lawfully entitled to be present and work within the United States.
 - D. Shall be literate in English to the extent of reading and understanding printed regulations, written orders and instructions and be able to compose reports, which convey complete information.

ATTACHMENT B

Addendum No. 1 3/28/14

9. VEHICLES

- 9.1 The Contractor must prominently display their logo on each of their vehicles. Additionally, the Contractor, at their option, may use CTA colors and approved CTA Logo on vehicles assigned to this contract. However, should the Contractor use CTA colors and Logo or other paint schemes, all vehicles shall be painted identically and have decals affixed to vehicles readily identifying them as security vehicles.
- 9.2 **The Contractor shall provide, upon request, proper documentation demonstrating the ability to provide, at all times, a quantity of five vehicles, which are to be dedicated to this contract. Contractor, shall also be able to document, upon request, the ability to provide backup/replacement vehicles, if required.** These vehicles shall be compact-size sedans (Ford Focus or similar size) or larger and shall be marked in a police department fashion, including spotlight and "Mars" lights. These vehicles shall be new or less than 3 model years old and have less than 50,000 miles when put into operation under this contract. Vehicles must be well-maintained and reliable.
- 9.3 The Contractor shall make vehicles available for inspection by CTA to assure that vehicles are fully operational and conform to Paragraphs 9.1 and 9.2.
- 9.4 CTA reserves the right to add or delete the number of vehicles required during the term of the Contract.

10. SECURITY/SAFETY EQUIPMENT

- 10.1 The Contractor shall assure that all supervisors and guards are equipped with handcuffs, flashlights and safety vests. All equipment is to be provided by the Contractor.

11. TWO-WAY RADIOS

- 11.1 Contractor shall be capable of providing, as part of each security guard's uniform and equipment, a two-way radio suitable for the assigned area.
- 11.2 Two-way radios, shall be utilized when the guards are performing their service. The radios shall be capable of transmitting and receiving clearly in buildings and facilities throughout CTA's rapid transit system. The Contractor shall have a fully operational base-station. Additionally, Contractor shall have spare two way radios.

12. GUARD MONITORING SYSTEM

Contractor shall provide a security guard monitoring system that is comprised of component parts/devices that will provide the following:

Data Station-Chips-Strips (titled for example only)

- One data station, chip or strip shall be assigned to each employee assigned to the CTA contract. The station, chip or strip shall provide the employees identification which shall consist of (minimally) name and company identification number.
- On average six (6) to ten (10) stations, chips or strips shall be installed at or in each post assigned. The data station, chips or strips shall provide the line, branch and, station names and the location of the station, chip or strip within the post.

Data Recovery Unit (DRU) - (titled for example only)

- A data recovery unit (DRU) shall be assigned to each on duty security guard

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

NOTICE OF TIME EXTENSION WITH ADDENDUM TO FOLLOW

Notice is hereby given that the proposed due date heretofore advertised as Wednesday, April 2, 2014 has been extended to Monday, April 7, 2014 no later than 3:30 P.M. in the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498 for the following item:

Req. B14OP01009

Request for Proposals (RFP) for Security Guard (Unarmed) Services to Protect CTA Customers, Personnel and Facilities as required for a period of Three (3) Years with Two (2) One-Year Options.

For additional information, please contact John Hegg, Procurement Administrator, 312/681-2433.

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.

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

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack
Vice President,
Purchasing & Supply Chain

March 26, 2014



CHICAGO TRANSIT AUTHORITY

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

March 24, 2014

Subject: Requisition No. B14OP01009 -- Request for Proposals for Security Guard (unarmed) services to protect CTA customers, personnel and facilities.

Re: Time Extension with Addendum to Follow

Dear Proposer:

The due date for the subject RFP has changed. The new due date is Monday, April 7, 2014. An addendum containing answers to questions received by CTA will follow. Please take this information into account when preparing your proposal.

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

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1465

Previous Due Date: Wednesday April 2, 2014

New Due Date: Monday, April 7, 2014

Proposals must be received before 3:30 p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office, no later than the advertised date and hour for the receipt of the proposals. If the delivery of the proposal is delayed beyond the date and hour set for the receipt of the proposals, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

Eight copies of the Technical section,
Eight copies of the Price Proposal section, and
Four copies of the DBE section are to be provided

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

Sincerely,


Robert Miller
General Manager, Purchasing

cc: File

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

Proposals will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois, 60661-1498, no later than 3:30 P.M. on Wednesday, April 2, 2014:

Req. B14OP01009

Request for Proposals (RFP) for Security Guard (Unarmed) Services to Protect CTA Customers, Personnel and Facilities as required for a period of Three (3) Years with Two (2) One-Year options.

Written questions regarding this RFP will be accepted no later than 12:00 p.m., Chicago Time, Wednesday, March 19, 2014. You may send written questions to John Hegg via e-mail at jhegg@transitchicago.com.

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.

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

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack
Vice President
Purchasing and Supply Chain

March 5, 2014



CHICAGO TRANSIT AUTHORITY

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

March 3, 2014

Subject: Requisition No. **B14OP01009** - Request for Proposal (RFP) for Security Guard (Unarmed) Services to Protect CTA Customers, Personnel and Facilities as required for a period of Three (3) Years with Two (2) One-Year options.

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 60661-1465

Due Date: April 2, 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 for the receipt of the proposals. If the delivery of the proposal is delayed beyond the date and hour set for the receipt of the proposals, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

Eight copies of the Technical section,
Eight copies of the Cost Proposal section, and
Four copies of the DBE section are to be provided

Written questions regarding this RFP will be accepted no later than 12:00 p.m., Chicago Time, March 19, 2014. You may send written questions to John Hegg via e-mail at jhegg@transitchicago.com.

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

Sincerely,

Robert Miller
General Manager, Purchasing

cc: File



**Chicago Transit Authority
Requisition No. B14OP01009
Request for Proposals (RFP)**

For

**SECURITY GUARD (UNARMED) SERVICES TO PROTECT CTA CUSTOMERS,
PERSONNEL AND FACILITIES AS REQUIRED FOR A PERIOD OF THREE (3)
YEARS WITH TWO (2) ONE-YEAR OPTIONS.**

Confidentiality and Non-Disclosure: Firms requiring additional assistance shall only contact John C. Hegg, Procurement Administrator, at (312) 681-2433 or Robert Miller, General Manager, at (312) 681-2428. Firms, including all team sub-consultants, who contact any CTA personnel, other than the above, 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 "Non-Disclosure Statement Consultant" (Appendix K) with the proposal and to require all sub-consultants to submit signed copies of the "Non-Disclosure Statement Sub-Consultant" (Appendix K) with the proposal.

ISSUED BY

**Purchasing Department, Chicago Transit Authority
567 W. Lake Street, Chicago, IL 60661
Ellen McCormack, Vice President, Purchasing and Supply Chain
Forrest Claypool, President
Terry Peterson, Chairman**

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I. CTA BACKGROUND INFORMATION

The Chicago Transit Authority (CTA) operates the nation's second largest public transportation system. On an average weekday, 1.6 million rides are taken on CTA. The CTA is a regional transit system that serves 35 suburbs, in addition to the City of Chicago, and provides 83 percent of the public transit trips in the six-county Chicago metropolitan area either with direct service or connecting service to Metra and Pace.

CTA has 1,781 buses that operate over 129 routes and 1,959 route miles. Buses make about 19,709 trips a day and serve 11,493 posted bus stops.

On the rapid transit system, CTA's 1,200 rail cars operate over eight routes and 224.1 miles of track. CTA trains make about 2,145 trips each day and serve 145 stations.

Chicago is one of the few cities in the world that has rail service to two major airports. CTA's Blue Line 'L' can take customers to O'Hare International Airport. Orange Line trains, which operate clockwise on the Loop 'L' structure, travel to Midway Airport.

CTA also provides around-the-clock service on certain routes. During late night and early morning hours, major rail lines and some of CTA's bus routes offer "Night Owl" service, much of it with connecting schedules and routing.

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

II. INTRODUCTION

The CTA's prime objective is to obtain a qualified Security Company with proven experience in delivering the required experience and who has the staff and capabilities sufficient to service a large transit agency. The Authority will consider Proposals from firms that have proven experience in security services. Firms are invited to submit proposals to perform the work as described in Section III, Scope of Services, and Section IV, Contract and General Requirements and Detail Specification CTA 0990-14. Issuance of this RFP does not commit the CTA to pay any costs incurred in the preparation of this proposal. All proposals are to be valid for a period of at least 120 days from the due date of proposals. The CTA reserves the right to reject any or all proposals or parts thereof, to negotiate with any or all firms, and to award a contract to the Proposer whose initial proposal is most advantageous to the CTA, without further discussion or negotiations.

III. SCOPE OF SERVICES

The CTA is requesting proposals from security service companies to provide security guard coverage at select CTA rail stations and various facilities (hereinafter referred to as "posts") for a period of three (3) years with two (2) one year options. The security company shall be primarily responsible for protecting select CTA facilities against theft of materials, breach of security by customers, and also to provide for safety of personnel. Specific post responsibilities will be detailed in the location's "Post Orders". Exhibit 2 contains an example of Post Orders. Security guards are to be provided for approximately 10 posts. CTA reserves the right to add or delete posts as needs change.

This Detail Specification (CTA 0990-14/Exhibit 1) covers the requirements for unarmed security guard services to be provided at various posts for a period of three (3) years with two (2) one year options. The type of guard services required shall be generally described by classification of responsibility. Documentation regarding formal training as prescribed for specified assignments must be submitted for ALL security personnel assigned to the CTA contract.

IV. CONTRACT AND GENERAL REQUIREMENTS

Based on current usage, CTA anticipates the awarded contractor will need to provide approximately 4,611 hours per month to cover approximately 10 posts. All posts are located within the Chicago city limits. Additionally, the contractor, prior to contract award, must provide a listing of radio and vehicle inventory to ensure each guard has a radio and there are sufficient vehicles for security coverage based on CTA's approval. Contractor should have a minimum of ten (10) vehicles available for use; however, not all vehicles may be used. CTA may change the number of posts which will require security guard coverage during the term of this contract. For the purpose of this bid, please provide unit prices based on the proposal pages for each contract year. These figures are provided for your information only and in no way represents a commitment from the CTA to provide a specific number of hours per month. CTA reserves the right to decrease or increase the number of guards as necessary during the term of this Contract and makes no commitment as to the actual number of security personnel a Contractor will be requested to provide during the term of this Contract.

Security Provider shall procure and maintain insurance during the term of the contract, at its expense, as described on the INSURANCE AND BOND REQUIREMENTS, CTA Short Form rev. (11/13/09), found in Appendix M, Insurance Requirements.

The potentially awarded contractor shall provide the following information at the pre-award meeting, which will be separately scheduled:

1. Evidence from a licensed physician giving notice that all guard personnel assigned to this Contract have been given and passed a physical examination to perform security functions.
2. Evidence from a licensed drug facility giving notice that all guard personnel assigned to this contract have been given and passed a drug urinalysis test within the past thirty (30) days of the contract award date.
3. Evidence from a licensed psychologist/psychiatrist giving notice that all guard personnel assigned to this contract have been given and passed a psychological evaluation to perform security functions.
4. Subsequent psychological evaluations shall be performed annually on the anniversary date of the initial examination of each guard assigned to this contract. Notice that all guard personnel have been given and passed subsequent psychological evaluations shall be provided to the CTA contract administrator no later than ten (10) working days following contractor's receipt of results.
5. A current roster of all security personnel, including a copy of the Permanent Employee Registration Card (PERC) card for each security guard and supervisor.
6. Disciplinary procedures for security personnel.
7. An overview of the billing process and a sample invoice.
8. Evidence of a 24 hour operations center, or the intention to create one.
9. Information about Security personnel that shall be provided at the Pre-Award meeting is verification that each officer:
 - A. Shall be a high school graduate or equivalent.
 - B. Shall be at least twenty-one (21) years of age at the start of the contract.
 - C. Shall be a lawful resident of the United States or otherwise lawfully entitled to be present and work within the United States.
 - D. Shall be literate in English to the extent of reading and understanding printed regulations, written orders and instructions and be able to compose reports, which convey complete information.

- E. Shall be in good general health without physical defects or abnormalities which would interfere with the performance of duties; possess binocular vision correctable to 20/30 (Snellen); be free of color blindness; and possess hearing correctable to hear conversation at fifteen feet with either ear.
 - F. Shall be given and pass a physical examination without cost to the CTA or shall have had and passed a physical within the last six (6) months. A licensed physician certification giving notice as to the results shall be furnished to the CTA contract administrator.
 - G. Shall be given a psychological/psychiatric evaluation and found fit to work as a security guard/supervisor, without cost to the CTA or shall have had and passed a physical within the last six (6) months and found fit to work security.
 - H. Evidence from a licensed drug testing facility giving notice that all guard personnel assigned to this contract have been given and passed a drug urinalysis test within the past thirty (30) days.
10. Any other documentation referred to within the scope of services not specifically enumerated above.

Training Requirements

In addition to providing training required for the PERC card, proposer shall provide pre-deployment as well as ongoing training for all employees as specified below. CTA reserves the right to address the contractor's staff regarding any building related policy or procedural updates.

- 1. 40 hours of pre-deployment training.
 - A. Eight hours of Right-of-Way Safety Tour session given by CTA on CTA property at a cost to Proposer of \$200.00 per person.
 - B. Four hours of CTA Security Orientation provided by CTA.
 - C. 28 hours of Proposer's Training Program, provided by Proposer, which must include at a minimum an overview of the topics outlined herein:
 - Report writing
 - Handling of Hazardous Substances Program,
 - Proper use of security supplies,
 - Industry accepted security procedures for office buildings
 - Restroom facilities,
 - Blood borne pathogen training,
 - Communication and interaction with the public,
 - Radio etiquette,
 - Security codes,
 - Department of Homeland Security ICS certification for 100, 200, 700 and 800 levels
 - Bomb,
 - Fire,
 - Evacuation,
 - Biological threat procedures,
 - Proper use of the voice communication system,
 - Proper use of the elevator systems
 - General use of card access system,
 - Overview of surveillance capabilities,
 - A description of acceptable uniform/standards of appearance,
 - General guidelines for employee conduct,
 - A review of all fire/life safety systems,
 - Occupational Safety and Health Administration (OSHA) requirements

Testing based on a general understanding of the above requirements will be mandatory. Evidence of successful completion of such testing shall be provided to CTA Security within 48 hours of the completion of a training session.

2. Twelve hours of on-going annual training.
 - A. Eight hours of Right-of-Way Safety Tour refresher training given by CTA on CTA property as a cost to Proposer of \$200.00 per person.
 - B. Four hours of CTA Security Awareness to be provided by proposer, however, CTA will provide training for Proposer's training and review training content.

Customer Complaints

Typically, CTA receives complaints from riders; however riders also call contractors to resolve complaints. The contractor shall be required to respond to all complaints, whether received by CTA or the contractor. The contractor shall submit to the CTA contract administrator and the complainant evidence that the complaint has been resolved within ten (10) working days (longer/shorter period of time as may be required/authorized by the CTA in writing) following contractor's notification of the complaint.

Guard Monitoring Systems

Contractor shall provide a security guard monitoring system that is comprised of component parts/devices that will provide the following:

Data Station-Chips-Strips (titled for example only)

1. One data station, chip or strip shall be assigned to each employee assigned to the CTA contract. The station, chip or strip shall provide the employees identification, which shall consist of (minimally) name and company identification number.
2. On average six (6) to ten (10) stations, chips or strips shall be installed at or in each rail post. The data station, chips or strips shall provide the line, branch and, station names and the location of the station, chip or strip within the rail station.

Data Recovery Unit (DRU) - (titled for example only)

1. A data recovery unit (DRU) shall be assigned to each on duty security guard and supervisor. Guards will use the DRU to record arrival time at a post assignment and to record predetermined rounds. Additionally guards can record incidents and unusual activity or conditions at the site. Supervisors would use the DRU to record site inspections as well as interaction with security guards.
2. Computer and software shall have the capabilities to provide for information from all rail stations and security guard personnel data recovered from the data recovery units and provide a report that shall reflect, but not be limited to: date, time, location, individual employee, start time, number of predetermined rounds made, and end time.

OTHER AGENCIES

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

Prior to entering into a contract with another agency in connection with this provision, the Authority recommends, but does not require, that the Contractor ask the other agency to confirm that it has determined that use of this provision is in compliance with all applicable procurement rules and regulations, including the rules and regulations of any grantor such

as the Federal Transit Administration. The Authority makes no warranty or representation that the Authority's selection process for this Contract will achieve such compliance.

V. PROPOSAL SUBMITTAL REQUIREMENTS - A complete proposal must, at a minimum, consist of the following:

Responses shall be submitted with material printed on one side only on standard 8 1/2" x 11" letter-size paper with removable binding on the left hand side. The use of expensive papers and binding and elaborate submittals is discouraged. All proposals submitted become the property of the CTA and no materials will be returned. The Technical Proposal, Disadvantaged Business Enterprise Proposal, and Price Proposal must each be submitted under separate cover. Documents with original signatures should be clearly labeled as such. Proposers are advised to adhere to the submittal requirements. The proposal must contain sufficient detail to enable the CTA to evaluate it according to the criteria outlined in Section VI, Evaluation Process and Criteria. Failure to comply may be cause for rejection of the submission. The CTA reserves the right to accept or reject any or all submittals or parts thereof.

Part I. TECHNICAL PROPOSAL

Eight copies (2 originals and 6 copies) – 8 1/2" x 11" paper

A. Cover Letter

The cover letter must contain a commitment to provide the services described in this RFP. Each cover letter must include the name and address of your company the requisition number, the project name (Security Guard (Unarmed) Services to Protect CTA Customers, Personnel and Facilities as Required for a Period of Three (3) Years with Two (2) One-Year options, and the name, title, address and telephone/fax numbers and a signature of a representative of the vendor who is authorized to negotiate a contract with the CTA and/or whom we may contact with questions regarding your response.

B. Comprehensive Plan

The comprehensive plan should detail all tasks the Proposer deems necessary in fulfilling the Scope of Services, contract, General Requirements and Detail Specifications.

The Proposer should explain their rationale behind the approach presented, which may include relevant information and industry standards, as they see fit.

C. Qualifications of the Firm

The Proposer should identify those skills and products that demonstrate prior experience in providing similar services. Ideally, the Proposer will have **at least five years of experience** in security services. Proposer will provide **at least five contract examples** with firms similar in size and complexity to the CTA within the last five years. Proposers should list contact information for identified firms so the Authority may verify the accuracy of all statements made by completing the vendor reference form in Appendix L.

D. Experience of Key Personnel and Organizational Structure

The Proposer should identify all key personnel dedicated to this engagement and percentage of time each staff member will work on this engagement. Additional staff personnel should also be identified based on proposed strategies. In all cases, the resumes and qualifications of each individual identified should be included. Ideally, the Proposer will identify one or more persons having a **minimum of five years** relevant experience.

The Proposer should provide a proposed organizational structure for this engagement, including the resumes of all above identified personnel, and subcontractors, if applicable. Also, a project overview identifying the relative roles of all personnel, including any subcontractors, should be included.

E. Table of Exceptions

Proposers must submit a Table of Exceptions which shall clearly identify a detailed list of exceptions to the Scope of Services, contract, General Requirements and Detail Specifications or any other part of this RFP, including the attached Sample Agreement. The list shall be in table format 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 the CTA assuming compliance. Identification of an exception does not commit the CTA to comply with the exception. The CTA, at its sole discretion, may reject any exception listed within the proposal. Please, use the format provided in Appendix N to document these exceptions.

Part II. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROPOSAL **Four copies (2 originals and 2 copies) – 8 ½" x 11" paper)**

This section shall contain the Proposing firm's policy and approach to utilization of disadvantaged firms and complete Schedules B, C, and D as appropriate (Appendix C). 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-contractors.

Part III. PRICE PROPOSAL **Eight copies (2 originals and 6 copies) – 8 ½" x 11" paper)**

A fully completed **Price Proposal** must include the following items:

1. The completed Price Proposal form found in Appendix A;
2. Completed copies of Appendices E through N; and
3. Any proposed subcontractors should complete Appendices F, G, H, I, J, and K.

For the purpose of this proposal, please provide unit prices based on the proposal pages for each contract year. These figures are provided for your information only and in no way represents a commitment from the CTA to provide a specific number of hours per month. In addition to the Price Proposal form found in Appendix A, Proposers are invited to submit alternative payment approaches which will align the Proposers' interests with those of the CTA. Also, Proposers are invited to submit a more detailed cost breakdown, in addition to the Price Proposal in Appendix A, which more specifically identifies all costs associated with the Scope of Services, contract, General Requirements and Detail Specifications and which may be presented in a manner typically used by the Proposer.

VI. EVALUATION PROCESS AND CRITERIA

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

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

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

1. Ability to consistently provide sufficient and adequately trained work force for scheduled coverage hours as required including, back-filling (sick or no-show), emergency service requests and expansion of service request and other duties as required by the scope of services. The Proposer shall include in its response an articulation of its training program including a description of proposed testing.
2. Experience of the firm in providing security service of a similar size and nature for a minimum of five (5) years. Five references including company name{s} contact person{s} and phone number{s} are to be included with your proposal.
3. Price proposal.
4. Documentation demonstrating ability to provide accurate and timely submission of invoice billing.

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 that firm's proposal from further consideration, provided that the CTA has given adequate notice for the Proposer to prepare the oral presentation. **However, the CTA is not required to hear a presentation from any Proposer and reserves the right to issue a contract based on the initial proposal submitted without providing any firm an opportunity for oral presentations or negotiations.**

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

At the conclusion of negotiations, and following receipt of any and all additional materials requested, the CTA may determine a relative ranking of Proposers based on an all-inclusive evaluation.

**CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATIONS
FOR
SECURITY GUARD SERVICES; RAIL STATIONS & FACILITIES
SPECIFICATION NO. CTA 0990-14**

1. SCOPE

- 1.1 This Specification covers the requirements for unarmed security guard services to be provided at various CTA rail stations and facilities, for a period of three (3) years with two (2) one year options.

2. DESCRIPTION OF SERVICES

- 2.1 The type of guard services required shall be generally described by classification of responsibility. Documentation regarding formal training as prescribed for specified assignments must be submitted for ALL security personnel assigned to the CTA contract. The following are prerequisites for each position:

- 2.1.1 UNARMED SECURITY GUARD - Conducted via foot patrols. Completion of an approved twenty (20) hour Basic Unarmed Security Guard Training Course. Possess a current and valid PERC issued by the Illinois Department of Financial & Professional Regulation (IDFPR). Shall have training in interpersonal relationship skills directly related to interacting with the public and CTA personnel. IDFPR's online database will be queried for compliance.

- 2.1.1.1 DOCUMENTATION: - Certificate and/or training received and experience verification, including Permanent Employee Registration Card (PERC) card, National Incident Management System (NIMS) training.

- 2.1.2 SUPERVISOR - In addition to the aforementioned described position, supervisors shall have a combination of education, experience and training related to the position.

- 2.2 Uniformed guards will be assigned as specified. The Contractor shall also be prepared to provide guards for one shift, eight (8) hours, from the scheduled time at which such guard service is requested by phone. Hours of shifts are subject to change.

- 2.3 It is the intent of this Specification to provide for a guard service only. It is not the intent of this specification to hold the Contractor or his surety responsible for any damage incurred to any of the properties guarded under this Contract or to hold said Contractor or his surety responsible for any illegal use of vacant land. However, in those cases in which the guards are found to have been responsible for stolen or damaged property, or are found to have allowed unauthorized persons into areas in which they are guarding, the said Contractor or his surety are liable for reimbursing the Chicago Transit Authority for the full amount of damages incurred.

- 2.4 All time is to be on a straight-time basis, with no shifts to be longer than eight (8) hours per day, unless other arrangements are made by the Contractor. CTA however reserves the right to schedule shifts of less than eight (8) hours, but not less than four (4) hours. There will be no provisions for overtime after eight (8) hours. However, security personnel who work on the following holidays will be paid at a rate of time and half per the Contract: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving and Christmas Days. Assigned guards must generate and sign a Daily Activity Report which must be submitted to CTA Security for review on a daily basis. CTA shall delete from billing any and ALL hours of coverage lost due to guard's late arrival or failure to complete shift. All guards shall report to the authorized CTA representatives if one is designated at the guard's

assigned location. The representative shall attest to the guard's physical presence and time of arrival.

3. RESPONSIBILITY OF CONTRACTOR

- 3.1 The Contractor shall be properly licensed as a Security Guard Contractor and Agency by the State of Illinois. The owner(s), principal shareholders/offices and principal supervisors, of the Contractor submitting this proposal shall have operated a comparable guard service as described herein for a continuous period of at least five (5) years, verifiable, within three years prior to the Proposal due date. No contractor will be considered that has had a disciplinary action imposed upon them, including but may not be limited to reprimand, probation, suspension, revocation, or temporary suspension of license, for violating the rules and regulations as defined and outlined by the Illinois Department of Financial and Professional Regulation (IDFPR). IDFPR's online database will be queried for compliance. This clause shall also apply to any proposed all subcontractors.
- 3.2 The Contractor shall possess a Private Security Contractor license as well as a State of Illinois Security Contractor Agency license.
- 3.3 CTA reserves the right to conduct inspections, by appointment, or unannounced visits, of the Contractor's facilities, equipment, and records. The Contractor shall make the aforementioned available at all times.
- 3.4 Contractor shall provide documentation which demonstrates at least five (5) years experience in providing satisfactory service on contracts similar in size and nature to this contract. Satisfactory performance shall be attested to by five (5) clients and shall include such factors as quality of performance of employees, lack of criminal activity by employees, proper supervision, rapid and satisfactory resolution of incidents and adherence to contract terms and conditions.
- 3.5 Negative evaluations by one or more clients may be used in determining a proposer's responsibility, in addition to positive evaluations submitted by the bidder. CTA reserves the right to solicit and obtain information regarding a potential Contractor from independent sources.
- 3.6 **Contractor shall not require guards to perform any duties not specifically designated to post of assignment, e.g., errands, etc. Reference: Paragraph 14. Uninterrupted Coverage.**
- 3.7 **The Contractor shall provide CTA, with Proposal submittal, their employee turnover rate for the last five (5) years and average seniority of the firm's security guard employees.**
- 3.8 The Contractor shall provide CTA, with Proposal submittal, documentation which demonstrates their experience with arrest and court proceedings within the past five (5) years.
- 3.9 Contractor's work force shall consist of adequate personnel to cover scheduled locations, with additional personnel readily available for emergency and/or expanded coverage needs.
- 3.9.1 The Contractor shall be prepared to provide guard service for no more than eight (8) hours from the scheduled time at which service is requested.
- 3.9.2 The Contractor shall have a 24 hour operational center to support field responsibilities and provide evidence of such.

- 3.10 The Contractor shall provide proper documentation demonstrating the ability to provide adequate vehicles per an eight (8) hour shift. CTA, solely, will determine the number of vehicles required per an eight (8) hour shift. The number of vehicles may vary as need dictates.
- 3.11 The Contractor shall prepare and maintain files with required reports, which include, but not limited to, Daily Activity reports, accidents, fires, and court files for guards attending court, files for guards dismissed from the contract in connection with the duties and responsibilities of all assignments and shall, upon request from CTA, make available any and all reports and/or documents.
- 3.12 The Contractor shall provide a Guard Monitoring System, including computers w/modems, software, printer equipment, maintenance (on all equipment and software), as well as any software upgrades during contract term. The Guard Monitoring System shall be capable of, but not limited to, providing reports that provide data on the arrival time, predetermined rounds and departure time of personnel assigned.
- 3.13 CTA reserves the right to solicit and obtain information regarding a potential Contractor from independent sources.

4. RAIL STATIONS

- 4.1 All guards to be utilized for Rail Stations shall be unarmed and in compliance with all State regulations and CTA policies.

4.2 SHIFTS

- 4.2.1 Hours of shifts and number shifts may vary from those otherwise specified in this Contract in accordance with the needs of CTA.
- 4.3. The Contractor's field supervisory personnel and guards who will be assigned to Rail Facilities service shall 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. Upon successful completion of the Safety Training session Contractor'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 Contractor. Payment made payable to the Chicago Transit Authority.
- 4.3.1 The Contractor shall be held responsible for payment of ALL individuals scheduled for training sessions. If the Contractor's employees miss the scheduled training session or fail to complete the training session, the Contractor will not be reimbursed for missed or failed training sessions. Only Contractor's with current card will be allowed to work on the system.

- 4.4 Chicago Transit Authority reserves the right to add or delete the number of security guards, supervisors, vehicles assigned and the number of locations during the term of the Contract.

5. FACILITIES

- 5.1 All guards to be utilized for Facilities shall be unarmed and in compliance with all State regulations and CTA policies.

5.2 SHIFTS

- 5.2.1 Hours of shifts and number of shifts may vary dependent of the specific facility's need. Coverage shall be provided seven (7) days a week.
- 5.2.2 Chicago Transit Authority reserves the right to add or delete the number of security guards and the number of locations during the term of the Contract.

6. DUTIES

- 6.1 Duties shall herein be defined as listed below. CTA reserves the right to amend and/or modify duties of security guards and security supervisors. Each security guard shall:
 - 6.1.1 Report to duty on time at the assigned location in the Contractor's uniform with safety vest provided by the Contractor.
 - 6.1.2 Possess, carry and be able to use the following equipment: two way radio, handcuffs, and flashlight.
 - 6.1.3 Upon arrival for duty, report to their immediate Supervisor and the CTA Control Center that they are at their assigned work location. The Supervisor shall inform the CTA Control Communication/Power Control Center that all posts are covered.
 - 6.1.4 Make hourly checks with their immediate Supervisor via telephone and/or Contractor's radio, advising of conditions at their respective assigned locations.
 - 6.1.5 Guard against unauthorized access to rail station paid areas by non-paying persons (i.e., fare evaders).
 - 6.1.6 Guard against criminal acts against passengers, employees and property within the rail stations.
 - 6.1.7 Report any damage to CTA property, including but not limited to, gates, fences, lights, buildings, rail cars, buses, and grounds to CTA Communication/Power Control Center immediately.
 - 6.1.8 Duties also include, but are not limited to, controlling and/or monitoring access through rail station turnstiles, determining the extent of threats and/or incidents against persons and property at rail stations, prompt response to and/or reporting of said threats and/or incidents (e.g., summoning appropriate assistance), and exerting appropriate force, where and as necessary.
 - 6.1.9 Document on the Contractors Daily Activity Report all unusual activity occurring at the location. The activity report shall be submitted to the Security Services Department on a daily basis.
 - 6.1.10 Use of electronic devices is prohibited except as necessary to conduct duties enumerated in the scope.
- 6.2 Security Supervisor's daily activity logs on guard services shall be made available for audit by the Contract Administrator upon request.
- 6.3 Sample Post Orders are provided for your reference (Exhibit 2 Attached). Post Orders will be subject to change from time to time. Please use the Post Orders included in Exhibit 2 as an example of the work expected in this contract.

7. CRIME REPORTS/COURT PROCEDURES

- 7.1 In the event of crimes occurring during assignments, the guard shall immediately notify CTA's Communication/Power Control Center and shall provide necessary information to the reporting Police Officer(s) to complete the official police report. The guard's information report shall include the appropriate Crime Report number, the name and star number of the investigating officer, the name of the passenger(s) involved and or the person(s) arrested. The report shall be turned in at the end of the guard's tour of duty or upon request. Copies of all criminal incident reports shall be delivered to the Security Services Department within twenty-four (24) hours of the reported incident(s).
- 7.2 The Contractor shall be responsible for appropriate legal proceedings arising from any action of the guard, including, but not limited to court appearances.
- 7.3 The time allowable under this contract by a guard in legal proceedings resulting from a crime report or a turn-over arrest is considered a part of guard service which is payable at the straight time rate for three (3) hours per court appearance, unless extended court appearance is documented and verified by court personnel.

8. REMOVAL OF SECURITY PERSONNEL

- 8.1 The Authority shall direct the Contractor to immediately remove from assignment any employee found unfit to perform their required duties. A determination of being unfit for duty may be made from, but is not limited to, incidents involving the most identifiable types of misconduct or delinquency as set forth below.
- 8.1.1 Failure to have proper current and valid job identification, State Security certification and CTA Safety Tour certification (at rail stations) on their person while on duty shall be cause for removal.
- 8.1.2 Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites.
- 8.1.3 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities which interfere with normal and efficient operations.
- 8.1.4 Theft, vandalism or any other criminal actions.
- 8.1.5 Selling, consuming, possessing or being under the influence of intoxicants, drugs, or unlawful substances which produce similar effects while on duty.
- 8.1.6 Unauthorized use of CTA communications equipment and Authority property.
- 8.1.7 Recurring tardiness, three (3) occurrences within two (2) invoice periods.
- 8.1.8 Habitual dispatch by the contractor of unacceptable employees or those who are removed by management will be considered a breach of the contract and may result in a partial or complete termination of the Contract. All personnel changes enacted by the contractor shall be communicated to CTA Security in a monthly report.

9. VEHICLES

- 9.1 The Contractor must prominently display their logo on each of their vehicles. Additionally, the Contractor, at their option, may use CTA colors and approved CTA Logo on vehicles assigned to this contract. However, should the Contractor use CTA colors and Logo or other paint schemes, all vehicles shall be painted identically and have decals affixed to vehicles readily identifying them as security vehicles.
- 9.2 The Contractor must possess or must be able to purchase or lease at a minimum of 10 vehicles to provide the services required under this specification. These vehicles shall be compact-size sedans (Ford Focus or similar size) or larger and shall be marked in a police department fashion, including spotlight and "Mars" lights. These vehicles shall be new or less than 3 model years old and have less than 50,000 miles when put into operation under this contract. Vehicles must be well-maintained and reliable.
- 9.3 The Contractor shall make vehicles available for inspection by CTA to assure that vehicles are fully operational and conform to Paragraphs 9.1 and 9.2.
- 9.4 CTA reserves the right to add or delete the number of vehicles required during the term of the Contract.

10. SECURITY/SAFETY EQUIPMENT

- 10.1 The Contractor shall assure that all supervisors and guards are equipped with handcuffs, flashlights and safety vests. All equipment is to be provided by the Contractor.

11. TWO-WAY RADIOS

- 11.1 Contractor shall be capable of providing, as part of each security guard's uniform and equipment, a two-way radio suitable for the assigned area.
- 11.2 Two-way radios, shall be utilized when the guards are performing their service. The radios shall be capable of transmitting and receiving clearly in buildings and facilities throughout CTA's rapid transit system. The Contractor shall have a fully operational base-station. Additionally, Contractor shall have spare two way radios.

12. GUARD MONITORING SYSTEM

Contractor shall provide a security guard monitoring system that is comprised of component parts/devices that will provide the following:

Data Station-Chips-Strips (titled for example only)

- One data station, chip or strip shall be assigned to each employee assigned to the CTA contract. The station, chip or strip shall provide the employees identification which shall consist of (minimally) name and company identification number.
- On average six (6) to ten (10) stations, chips or strips shall be installed at or in each post assigned. The data station, chips or strips shall provide the line, branch and, station names and the location of the station, chip or strip within the post.

Data Recovery Unit (DRU) - (titled for example only)

- A data recovery unit (DRU) shall be assigned to each on duty security guard

and supervisor. Guards will use the DRU to record arrival time at a post assignment and to record predetermined rounds. Additionally guards can record incidents and unusual activity or conditions at the site. Supervisors would use the DRU to record site inspections as well as interaction with security guards.

- Computer and software shall have the capabilities to provide for information from all posts and security guard personnel data recovered from the data recovery units and provide a report that shall reflect, but not be limited to, date, time location, individual employee, start time, number of predetermined rounds made, end time.

12.1 CTA may use the guard monitoring system data to reconcile the Contractor invoice to determine accuracy of billed guard and supervisor hours.

13. SUPERVISORY PERSONNEL

13.1 The number and deployment of supervisory personnel shall be at the sole discretion of CTA and supervisors shall oversee guards assigned to the CTA contract only.

13.2 The supervisors shall be required to call via radio/telephone or visit all posts in their respective area(s) of responsibility on an hourly basis.

13.3 The Contractor shall provide a suitable replacement when the regularly scheduled supervisor is absent within two (2) hours of the scheduled shift. The Contractor shall also provide for appropriate vacation.

14. UNINTERRUPTED COVERAGE

14.1 Contractor shall provide a schedule for supervision, break and mealtime relief support at all locations to ensure uninterrupted coverage.

15. UNIFORMS

15.1 Guards shall be outfitted with uniforms and safety vests provided by Contractor which readily identify them as security guards. All uniforms must be the same style. They shall be neat and clean in appearance at all times.

16. ADDITIONAL SERVICES TO BE PROVIDED:

Contractor shall provide the following services in addition to those services already described in this agreement:

Officer Recognition Program: Contractor shall maintain a recognition program that offers an award for the security officer who has performed exceptionally in the execution of work. This award should be based upon a system of merit, preferably a point system which is clear and unambiguous as to how the award will be conveyed. Any costs associated with the conveyance of this award shall be borne by the contractor and may be included in their calculation for their profit and overhead expenses but will not be invoiced or billed separately. A detailed articulation of this program shall be submitted with the contractor's response to this solicitation.

Distribution: VP Security

WAB/wab – Initial Spec. 12/01/00
PW/pw, hhp – 2nd Revision – 03/04/09
JCH/jch – 3rd revision – 1/13/2014

**Post Orders
Sample for Bid Purposes Only
Chicago Transit Authority
Rail Stations**

CONTENTS

Post Duties	1.0
General Patrol Duties	2.0

1.0 Post Duties

POST ORDERS Rail Station	
Shift: Varies by Station Uniform: Company's Security uniform Equipment: Radio, TOCO Wand Post limits: Entire Station	
Time	Duties
At shift start	<ol style="list-style-type: none"> 1. Upon arrival at assigned rail station, immediately contact the Control Center reporting for duty and ensure the name and station location is provided. 2. Face to face relief with outgoing Security Officer or CTA Customer Representative and discuss activities at station from previous shift. 3. Review Log Book, Temporary Post Orders, Information Bulletins, and Revisions to Original Post Orders sections of post orders 4. Ensure all CTA equipment is in proper working condition; this includes all turnstiles and high barrier gates.
Ongoing	Ensure the entrance gate is locked. This gate is only to be unlocked for patrons that are unable to access the station through the turnstile.
Every 30 minutes	Patrol the entire facility, including the platform, TCVM's, and kiosk area. Report any unusual findings to the CTA Control Center immediately.
Ongoing	Be aware for any suspicious activities on or around the station. Report your findings to CTA Control and your on duty supervisor.
Ongoing	Assist patrons when requested, this may include giving directions and assistance with obtaining transit cards from machines.
Ongoing	

Security Officer Duty Schedule

Action:

- *Arrive at your post on time, well-rested and ready to work. The outgoing Security Officer cannot leave until you arrive on post.*

- *Review the Log Book, Temporary Post Orders and Revisions to Original Post Orders sections of the post orders, and other essential information before you begin your shift.*

- *Ask the outgoing Security Officer to brief you about his shift and situations you need to be aware of.*

Security Officer Duty Schedule	
Weekday Schedule	
Post 1	Post Times Vary by Location
Saturday Schedule	
Post 1	Post Times Vary by location
Sunday/Holiday Schedule	
Post 1	<p>Post Times Vary by Location on Sundays</p> <p>Holidays: Hours of coverage are the same as a Sunday Schedule.</p>

2.0 General Patrol Duties

Keep the CTA Control Center and the Security Command Center informed and up to date about any significant events that occur during your patrol.

FYI:

This list includes many items to look for, but it does not include every-thing. Use your experience and knowledge to observe and report unusual occurrences.

Emergency Situations

1. Be aware and observant. Use your professional presence to promote security and to discourage unacceptable activity. Avoid establishing predictable patrol patterns. Vary what you do on patrol so you can observe the entire area.

Immediately notify the CTA Control Center whenever you notice or suspect something that may put client's assets in danger.

5. Make sure the premises are secure.
6. Use all your senses to alert you to anything unusual or different. Remember to look in all directions (up, around, on the ground, to the side) while patrolling. Some important items to look for include:
 - Unlocked doors, gates, or other kinds of enclosures
 - People in unexpected places or restricted areas
 - Intruders or suspicious persons
 - Employees disregarding company rules
 - Leaks or spills
 - Cracked pipes
 - Suspicious packages
 - Unusual noises
 - Unusual odors
 - Temperature changes
 - Burned out lights
 - Unusual shadows
 - Broken fences/ gates
 - Perimeter fencing not intact
 - Malfunctioning equipment
 - Unlocked Sand Boxes
4. If you discover something unusual or out of the ordinary that qualifies as an emergency, always call the CTA Control Center for Instructions and the Security Command Center for the following:

Attention:

Always contact the Security Command Center if you are unsure of what to do

Encountering An Unidentified Person

Attention:

If you suspect that this person should not be in the facility, respond quickly to prevent injury to yourself or damage to the CTA's facility. If in doubt, always contact the CTA Control Center or the Security Command Center for instruction.

Note:

If the situation requires you to deviate from your schedule, follow the procedure outlined in interruption of Patrol Schedule.

Note: *The person may be angry or irritable for any number of reasons, but remember to act professionally and courteously*

- Fire
- Person(s) who are ill or have had an accident
- People trapped inside elevators
- Leaks and spills

5. If you encounter an unidentified or suspicious person while on Patrol:

- a. Approach the person, trying not to startle them, identify you, and ask the person for identification, finding out why he is in the station. For example, say:

"Excuse me, I am Officer Taylor and I am patrolling this area. My orders state that I should check the identification of anyone in the station after hours and find out why he is here. May I please see your identification and ask why you are here?"

- b. If the person has identification, note the person's name on your notepad.

- If he has CTA identification, assume it is valid (unless otherwise directed by client) and check it against the employee list when you return to your post.
- Verify other types of identification (e.g., driver's license) immediately. If possible, ask a co-worker to verify the name against the employee list or telephone book. If no one is available to help you, do it yourself.

- c. If the person does not have identification, contact the CTA Control Center and the Security Command Center for direction.

- d. Ask the person why he is in the station and how long he plans to stay.

- e. Check on the person every time you go on patrol.

- Remind the person that you will check back periodically.
- Ask the employee to notify you when he leaves.
- Put this information in the Log Book if necessary.

Intruders or Suspicious People

Attention: Always approach vagrants cautiously. Never place yourself in jeopardy. If you sense danger, retreat to a safe location immediately and call for assistance.

Inspections

- f. If the person refuses to identify himself or to explain why he is on the premises, ask the person to leave and confirm that he leaves. Immediately notify:

- Security supervisor
- The CTA Control Center
- Police if necessary

Do not use physical force to get the person to leave. If he/she won't leave, call the police.

- g. Report the event.
Include the following information:

- Time you noticed the person
- Individual's name
- Time he left
- Type of identification he presented
- Area he occupied
- Reason for being there
- His supervisor
- Physical description

6. If you come across unauthorized intruders direct the person to leave the premises immediately.

- a. If the person refuses to leave, then contact:

- Police
- The CTA Control Center
- The Security Command Center

- b. Report the event

7. Be alert to vagrants in entrances, stairways.

- a. Inform vagrants that they are trespassing and ask them to leave. If they do not leave, call:

- The CTA Control Center
- The Security Command Center
- Police if necessary
- If you observe anything that requires maintenance, contact the CTA Control Center.

Forced Entry

- Note and report anything that might indicate forced entry.
- Broken windows
- Damaged door casings
- Pry marks
- **If you find evidence of forced entry and you feel it poses an immediate threat or risk to CTA assets or property, immediately contact:**
 - Police
 - The CTA Control Center
 - The Security Command Center
- **If you feel you need to examine things more closely, proceed with caution. Retreat to a safe location and call for help whenever you sense danger to yourself, others, or property.**
- Report your findings.

Disregarding Company Policy

Attention:

Do not intervene or use physical force to stop employee misconduct.

Note:

If you are unsure of how to proceed, always contact the Security Command Center.

Fire and Safety Prevention

Logic: If you observe anything that may cause a fire, keep reporting the hazard until it is corrected or until the CTA notifies you in writing to stop reporting that particular hazard.

10. If you observe any employees disregarding CTA policy, Such as:

- Disorderly conduct
- Obvious intoxication or use of illegal drugs
- Other dangerous activity
- Smoking

a. Approach the patron and inform him that he/she is violating CTA policy.

a. Identify the patron

- Ask the patron for identification.
- Ask other people in area for patron's name.

c. Report the event. Include the following information:

- Patron's name
- Location
- Time

11. Be aware of and report all potential fire or safety hazards. For example:

- Smoking
- Frayed wires
- Obstructed staircases, doorways, entrances, or exits
- Items stored in areas clearly marked as safety clear zones
- Suspicious odors or fumes
- Faulty fire safety equipment (e.g. hanging smoke detectors, tape up detectors, broken sprinkler heads)
- Obstructed shut-off valve and switches
- Flammable, materials (outside protective areas)
- Smoldering cigarette or cigar butts, or pipe ashes

- People operating electrical equipment in areas saturated with volatile gases
- Poor housekeeping (e.g. lack of order, neatness and cleanliness, litter, dust and dirt accumulation)
- Overloaded electrical outlets
- Loose boards
- Loose or missing handrails
- Burned out warning and exit lights

Hazards

12. If you discover a hazard that does not require an emergency response:

- a. Put barricades around the perimeter of the hazard to alert others to the problem.
- b. Call the CTA Control Center.

Do not touch spills or leaks if you are unsure of their contents. Hazardous materials can cause permanent personal and environmental damage.

- c. Record the hazard on your notepad. Complete all report requirements when you return to your post.
 - d. Continue to report the hazard until maintenance or the CTA takes care of the problem.
 - Note each time you checked on the hazard.
 - Explain all changes in the situation.
 - Note each time you contacted the Security Command Center **and** the CTA Control Center.
 - e. If it has not been corrected by the time your patrol ends, note it in the Log Book.
13. If the hazard requires immediate attention, promptly contact the Security Command Center, **and** the CTA Control Center.
14. If you come across a suspicious package, do not touch or move it. Contact the CTA Control Center for direction.
15. Note areas that require housekeeping attention

Patrol Responsibilities

1. Check and monitor CTA property
 - Secure conditions
 - Protect equipment
 - Facility damage
2. Look for obvious problems
 - Unauthorized personnel
 - Leaks and spills
 - Fire and safety hazards
 - Breaches in security
3. Serve as a deterrent
 - Vandalism
 - Theft
 - Misconduct
4. Write factual reports
 - Log Book
 - Daily Report
 - Incident Report if necessary
 - Only report the facts

Patrol Preparation

Before beginning your patrol, make sure you are properly dressed and aware of any events that occurred during previous patrols.

1. Make sure your appearance is neat and professional and that you are wearing the proper uniform. Do not wear personal coats, jackets or clothing.

Wear personal protective equipment:

- Safety shoes

2. Make sure you know the facility.

- address of station
- Entrances and exits
- Emergency telephone locations
- Fire-fighting equipment locations
- Elevator controls
- Locations where equipment and tools that can easily be removed
- Control points for gas, water, electrical systems
- Perimeter checkpoints

3. Make sure you know telephone locations and how to use the specific telephone system.
4. Thoroughly read the Log Book. Question the outgoing Patrol Officer or CTA employees about any concerns.
5. Review the following information:

- CTA changes or revisions
- Revisions to Original Post Orders
- Temporary Post Orders
- Log Entries since your last patrol

6. Sign out for the following equipment. Make sure you know how to operate the radio and patrol systems guard monitoring equipment.

- Notepad
- Blue or black ink pen
- Flashlight and/or handheld spotlight
- Two-way radio
- Keys

**Never leave for patrol without establishing a method of communicating with co-workers.
Always carry a two-way radio.**

7. Indicate in the Log Book that you took the equipment. Note any damage or malfunction (e.g., static, dents, broken antenna).
8. Notify other Security personnel on duty that you are beginning your patrol, if applicable.

Personal Behavior

FYI:

Smoking is only permitted during breaks or eating periods and is restricted to authorized smoking areas.

Always act professionally while on duty.

- The Role of the Security Officer
 - Public Relations
1. Stand erect. Do not slouch or put your hands in your pockets.
 2. Walk with a measured step. Do not move so slowly that it appears that you are on a recreational stroll, or so quickly that you seem unable to detect potential hazards.
 3. Do not smoke while on duty.
 4. Eat at specified times and in designated areas.
 5. Do not use cell phones while on duty.

Report Requirements

Reminder:

Make sure your Log Book is complete and up to date.

Logic:

Your log serves as an official record. It must be complete and contain facts, not assumptions.

Record any unusual events in your notepad.

When you return to your post:

1. Put all temporary instructions and necessary information in the Log Book, signing and dating the entry. (Also record any temporary orders in the Temporary Order section of the post orders.) Include information such as:
 - People in station
 - Equipment or areas that require careful monitoring
 - Problems that occurred during your patrol
2. Note events in your Daily Report.
3. Complete an Incident Report if necessary.
4. Include only factual information such as:
 - Time you noticed the event
 - Location
 - Action taken
 - Whom you notified
 - Names of individuals

Keys

Logic:

The key holder helps you keep track of keys. Lost keys expose Security to liability. Re-keying a facility is a costly expenditure.

Key control is vital to good security. Your primary responsibilities include safeguarding all keys in your possession, and **never** loaning keys to other people or using keys for reasons other than assigned security purposes.

1. When you come on duty, sign for the keys described in the post orders, indicating that you accept responsibility for all necessary keys.
2. Immediately notify the Security CTA Command Center if the outgoing Security Officer cannot provide you with the keys described in the post orders.
3. Before you sign for the keys:
 - a. Count all the keys and note (in your Log Book) the number of keys
 - b. Take only the keys that you need. If the CTA gives you unnecessary keys, immediately notify the Security CTA Command Center.
 - c. Secure keys that are used infrequently.
 - d. Ensure that you have an adequate key ring.
4. Safeguard the keys at all times.
 - Keep keys on the provided key holder.
 - Do not put keys into your pockets or hold them in your hands.
5. Never loan your keys to anyone else. If a person requires admittance to a locked area:
 - a. Verify that the person has access authorization to the locked area. If you cannot verify the person's access authorization, deny entry into the area.
 - b. Accompany the person to the location. Secure your post before you escort the individual:
 - If another member of the security force is on site, have him come to the post.

OR

- If you are the only officer on site, activate the doorbell mechanism.
 - c. Lock the gate.
 - d. Report the event in your Log Book. Include the person's name and when the door was unlocked and locked.
 - e. Unlock the gate and return to your normal responsibilities.
6. When your shift ends, turn the keys over to the incoming Security Officer or secure them at the post station.
- a. Sign the Log Book indicating you no longer possess the keys. Note the time you turned the keys over to the next shift.
 - b. Ensure that you account for all the keys that you originally accepted.

Lost and Found

Logic:

Your description serves as the official record. Security and the CTA can be held accountable for your assumptions.

Returning Items to Owner

Note:

Make a notation in your Log Book, if applicable.

When accepting lost items:

1. List and describe the item in the Lost and Found Log.
2. Do not assume the value of an item when you describe it in the Lost and Found Log. For instance, write:
 - “Yellow metal” rather than “gold necklace”
 - “Clear stone” rather than “diamond ring”
3. Seal all items in appropriate containers. Include the description of the item.
4. Place items in the provided secured container.
5. Record any items and descriptions in your Log Book and tell your relief about them. Have your relief sign for the property when he logs on to the post.

When returning a lost item to the owner:

6. Ask the owner to specifically describe the missing item.
7. Ask the owner for identification and record the information in the Lost and Found Log and Daily Report.
8. Ask the owner to sign the Lost and Found Log for receipt of property.
9. Record all lost-and-found activity in your Daily Report and Log Book. **Complete an Incident Report.**

Appendix A

Price Proposal

PRICE PROPOSAL B14OP01009

Year #1				
<u>Classification</u>	Standard Hourly rate per Guard		Hrs/Month	Total
Unarmed Guards		X	3155	
Supervisor		X	1456	
Vehicle Cost		X		
Radio Cost		X		
Guard Monitoring System		X		
Total Sum Per Month				
Year #1 - Total Annual Cost (Total Sum Per Month x 12)				
Year #2				
<u>Classification</u>	Standard Hourly rate per Guard		Hrs/Month	Total
Unarmed Guards		X	3155	
Supervisor		X	1456	
Vehicle Cost		X		
Per radio Cost		X		
Guard Monitoring System		X		
Total Sum Per Month				
Year #2 - Total Annual Cost (Total Sum Per Month x 12)				
Year #3				
<u>Classification</u>	Standard Hourly rate per Guard		Hrs/Month	Total
Unarmed Guards		X	3155	
Supervisor		X	1456	
Vehicle Cost		X		
Per radio Cost		X		
Guard Monitoring System		X		
Total Sum Per Month				
Year #3 - Total Annual Cost (Total Sum Per Month x 12)				
Company Name: _____				

PRICE PROPOSAL B14OP01009

Option Year #1				
<u>Classification</u>	Standard Hourly rate per Guard		Hrs/Month	Total
Unarmed Guards		X	3155	
Supervisor		X	1456	
Vehicle Cost		X		
Per radio Cost		X		
Guard Monitoring System		X		
Total Sum Per Month				
Year #4 Option 1- Total Annual Cost (Total Sum Per Month x 12)				

Option Year #2				
<u>Classification</u>	Standard Hourly rate per Guard		Hrs/Month	Total
Unarmed Guards		X	3155	
Supervisor		X	1456	
Vehicle Cost		X		
Per radio Cost		X		
Guard Monitoring System		X		
Total Sum Per Month				
Year #5 Option 2 - Total Annual Cost (Total Sum Per Month x 12)				

Company Bidding: _____

Address: _____

City: _____ State: _____ Zip: _____

Person to Contact: _____ Phone: _____

Email: _____ Fax: _____

Appendix B

Contract for Security Services - Sample Agreement – Not for Execution

Contract for Security Services – Sample Agreement Not for Execution

**PROFESSIONAL SERVICES
CONTRACT DOCUMENT**

between the

CHICAGO TRANSIT AUTHORITY

And

[VENDOR NAME]

for a

[PRODUCT/SERVICE DESCRIPTION]

CONTRACT NO. B14OP01009

CTA PROFESSIONAL SERVICES CONTRACT

PART A

Contract Number:
Contract \$ Value:

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

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

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

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

PART A, ARTICLE 1. RECITALS AND DEFINITIONS

1.1 Incorporation of Recitals.

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

1.2 Definitions.

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

PART A, ARTICLE 2. SCOPE OF SERVICES

2.1 Services and Deliverables.

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

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

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

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

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

2.2 Delivery Schedule.

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

2.3 Site.

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

2.4 Meetings.

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

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

2.5 Progress Reports. [DELETE IF NOT APPLICABLE]

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

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

2.6 Term.

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

PART A, ARTICLE 3. FEES AND PAYMENT SCHEDULE

3.1 Consultant's Fee.

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

[Elect one of the following prior to sending out as part of an RFP]

F Fixed Price/Lump Sum.

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

F Cost Reimbursement Contract Not-To-Exceed \$

a. This is a "Cost Reimbursement" Agreement. Costs shall be determined on the basis of direct labor and overhead and burden rates plus reimbursable expenses as specified in PART C, Exhibit 2. Payment of the Consultant's Fee, if any, which is the Consultant's Profit, will be made as specified in PART C, Exhibit 2.

b. Consultant Reimbursements. Costs and expenses eligible for reimbursement to the Consultant will be those that are reasonable, allocable and allowable, as determined by the Authority. Allowable costs must be actual costs and will be determined in accordance with Federal Acquisition Regulation, Part 31, Contract Cost Principles and Procedures, Subpart 31.2, Contracts with Commercial Organizations.

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

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

3.2 Invoices.

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

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

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

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

3.3 Most Favored Customer.

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

3.4 Option to Withhold Payment of Fees.

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

PART A, ARTICLE 4. CONSULTANT PERSONNEL

4.1 Key Personnel.

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

4.2 Consultant's Manager.

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

4.3 Authority's Project Manager.

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

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

5.1 Disadvantaged Business Enterprise Commitment.

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

5.2 Insurance.

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

5.3 Other Special Conditions.

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

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

6.1 Documents Incorporated by Reference.

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

6.2 Order of Precedence.

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

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

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

PART A, ARTICLE 7. ENTIRE AGREEMENT AND EXECUTION

7.1 Entire Contract.

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

7.2 Authority to Execute Contract.

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

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

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

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

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

7.3 Illinois Criminal Code Certification.

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

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

7.4 Participation by Other Agencies

Other local government agencies may negotiate their own agreements with 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 on the day and year first above written.

CONSULTANT

CHICAGO TRANSIT AUTHORITY

By: _____
(Signature)

By: _____
(Signature)

Name

Title

Vice President, Purchasing & Warehousing

Dated: _____

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

State of _____

County of _____

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

_____ day of _____, 20____.
(day) (month) (year)

My Commission expires:

(Signature of Notary Public)

Authorized by Ordinance No.: _____
of the Chicago Transit Board

Assistant Secretary

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

Attorney

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FOR PROFESSIONAL SERVICES CONTRACT
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CTA PROFESSIONAL SERVICES CONTRACT

PART B

PART B, ARTICLE 1. ABBREVIATIONS AND DEFINITIONS

CFR. Code of Federal Regulations

DOT. Department of Transportation

EPA. Environmental Protection Agency

FTA. Federal Transit Administration

RFP. Request for Proposal

U.S. United States

USC. United States Code

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subcontract. A contract between Consultant and a Subconsultant.

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

PART B, ARTICLE 2. GENERAL

2.1 Contract Interpretation.

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

2.2 Severability.

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

2.3 No Waiver of Legal Right.

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

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

2.4 Counterparts.

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

2.5 Assigns.

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

2.6 Co-operation by Parties.

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

2.7 No Third Party Beneficiaries.

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

2.8 Independent Consultant.

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

2.9 Consents and Approvals.

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

2.10 Notices.

All notices under this Contract must be in writing, delivered personally, by U. S. mail, first class and registered or certified, return receipt requested, with postage prepaid or by overnight delivery service and addressed to the Consultant, as provided in PART A, Article 4.2 of the Contract, or to the Authority at the following address: Chicago Transit Authority, 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. The invoice will only be for Scope of Services completed during the invoice period including all Subconsultants' fees. Unless specified otherwise in PART C, Exhibit 2, Payment Schedule or PART C, Exhibit 7, Special Conditions, payment will be made net 30 days after approval of submitted invoice.

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

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

4.2 Criteria for Payment.

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

4.3 Prompt Payment to Subconsultants.

1. The Consultant is required to pay all Subconsultants, for all work that the Subconsultant has satisfactorily completed, no later than 14 working days after the Consultant has received payment from the Authority.
2. In addition, all retainage amounts, if any, must be paid by the Consultant to the Subconsultant no later than 14 working days after the Subconsultant has satisfactorily completed its portion of the Scope of Services whether or not the Authority has paid the Consultant for that portion of the Scope of Services.
3. A delay in or postponement of payment to the Subconsultant by Consultant requires good cause and prior written approval of the General Manager, Purchasing.
4. The Consultant is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

5. The Authority will not pay the Consultant for Services performed or Deliverables submitted unless and until the Consultant certifies that the Subconsultants have been promptly paid for the work or Services they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks, and the Consultant's sworn statement that it has complied with the prompt payment requirements.

6. Failure to comply with prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to Consultant debarment.

4.4 Overpayment.

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

4.5 Taxes.

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

4.6 Disputed Invoices or Charges.

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

4.7 Payment for Changes.

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

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

5.1 Right to Change Services.

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

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

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

5.2 Proposed Changes in Service.

The process for Changed Services is as follows. The Project Manager will request the Consultant to submit a proposal for Changed Services. The Consultant shall submit a proposal within fourteen (14) days after

receipt of the Project Manager's request or such shorter time as the Project Manager may set forth in the request for Changed Services.

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

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

5.3 Proceed Orders and Change Orders.

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

5.4 Directive Order.

If the Authority orders Changed Services, and the Consultant and the Authority have not agreed on an adjustment to the Contract Price and/or Contract Time, the General Manager, Purchasing will issue a Directive Order directing Consultant to perform the Changed Services. The General Manager, Purchasing, may determine an adjustment to Contract Price and/or Contract Time for the Changed Services. The decision of the General Manager, Purchasing, will be final and binding, subject only to PART B, Article 7, Disputes. The Consultant shall perform the Changed Services as directed in the Directive Order. The Consultant's refusal or failure to proceed promptly with the Changed Services as directed shall constitute an event of default.

5.5 Claims by Consultant.

1. All claims made by Consultant under this Contract shall be made in accordance with the requirements stated below. The Consultant shall provide immediate oral notification to the Project Manager upon discovering any conditions or circumstances that may require an adjustment to the Contract Price and/or Contract Time. Upon notification, the Project Manager will attempt to resolve the identified issue as promptly as possible. The Consultant shall deliver written notice of such Claim to the Project Manager and the General Manager, Purchasing within fourteen (14) days of oral notice. All additional correspondence from the Consultant concerning the Claim must be sent to both the Project Manager and the General Manager, Purchasing. The written notice shall include the following information:
 - a. Documents to substantiate Consultant's proposed cost for Changed Services. The Consultant's proposed cost for Changed Services must meet the limitations and requirements set forth in PART B, Section 5.1.
 - b. Accounting records and statements and any other applicable documentation to support the claimed costs.

- c. Data and information used to assemble the Proposal, if Proposal preparation is relevant to the disputed issue.
 - d. Each Claim shall include a sworn certification signed by the Consultant. The Consultant must certify that it has fully reviewed the Claim and has determined that the supporting data is current, accurate, and complete and, to the best of the Consultant's knowledge and belief, the amount requested reflects the Contract adjustment for which the Consultant believes the Authority to be responsible under the terms of the Contract. In addition, the certification must include a statement that the signatory is authorized to certify the Claim on behalf of the Consultant and must be signed by the Consultant's president, vice-president, or other officer who is authorized to bind the Consultant.
2. The Project Manager or the General Manager, Purchasing will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the Project Manager or General Manager, Purchasing determines that additional documentation is required to evaluate the Claim, he or she will advise the Consultant of claimed costs for which insufficient documentation has been provided to support the claimed costs, and will state the time for providing additional documentation. If the Project Manager or General Manager, Purchasing requires additional time to evaluate the Claim, the Consultant will be advised in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The determination of the Claim will be sent to the Consultant in writing by the General Manager, Purchasing. If the determination of the Claim requires an adjustment to Contract Price or Contract Time, a Change Order must be issued in accordance with PART B, Section 5.3 before that change becomes effective.
 3. If the Consultant accepts the Authority's determination of the Claim, then the Claim will be handled in accordance with PART B, Section 5.3. If the Consultant does not accept the decision with respect to the Claim, then the Consultant may submit a dispute to the General Manager, Purchasing in accordance with PART B, Article 7, within thirty (30) days after receipt of the response to the Claim unless the General Manager, Purchasing extends the time, in writing. By failing to meet the time limits specified in this PART B, Section 5.5, the Consultant waives the right to seek an adjustment to Contract Price or Contract Time. The Consultant's compliance with this process is a condition precedent to filing suit.
 4. The Consultant further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this PART B, Section 5.5, shall not be subject to or diminished by any claim on the part of the Consultant that the Authority or any person acting on behalf of the Authority, directed the Consultant to make changes in the Scope of Services or had actual or constructive knowledge of any changes in the Scope of Services. The Consultant further acknowledges that the time requirements and notice content requirements of this Section have the purpose, among others, of allowing the Project Manager and the General Manager, Purchasing, to evaluate claims related to changes in the Scope of Services contemporaneously with the Scope of Services that is the subject of the Claim and to be able to make decisions that may mitigate the cost of such changes.

PART B, ARTICLE 6. ACCESS AND RECORDS

6.1 Right of Entry.

1. Both the Consultant and the Authority will, upon reasonable notice, permit access to the other's facilities in connection with the performance under the Contract. Each party agrees to remove any of its representatives from the other's premises immediately upon request. Each party's representatives will, while on the premises of the other, comply with all of the other party's security and facility rules and regulations. Consent granted by the Authority to enter a facility will

not create, nor be deemed to imply the creation of any additional responsibilities on the part of the Authority.

2. The Consultant will, while on the premises of the Authority, comply with all of the Authority's security, safety, and facility rules and regulations, including completing all required training. During any visit to the Authority's facilities, the Consultant will not interfere with the Authority's business operations.

6.2 Audit, Inspection, and Retention of Records.

The Contractor 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 Contractor relating to the Contractor's performance and its Subcontracts under this Contract, from date of this Contract through and until the expiration of five (5) years after completion of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain the same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

The Contractor must maintain its books, records, documents, and other evidence, and adopt accounting procedures and practices sufficient to properly reflect all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of the Contract for five (5) years after the expiration of 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 will be liable for all additional costs and changes incurred by the Authority because of the termination, including the excess cost of completing the Scope of Services. If the costs of completing the Scope of Services and the amounts paid to the Consultant

by the Authority as part of the Contract Price exceeds the Contract Price (the "Additional Costs"), the Consultant will be liable for the Additional Costs and will pay such sum to the Authority immediately upon demand. In the event of termination, all Additional Costs incurred by the Authority, together with the cost of completing the Scope of Services, will be deducted from any moneys due or which may become due to the Consultant.

2. The right to setoff against any payments due or to become due to the Consultant under any other contract that the Consultant may have with the Authority.

8.4 Nonexclusivity.

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

8.5 Court Determination.

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

8.6 Discretion of General Manager, Purchasing.

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

8.7 Termination for Convenience.

The Authority may terminate this Contract, in whole or in part, at any time by written notice to the Consultant when it is in the Authority's best interest. Upon delivery of written notice of termination, all requested Scope of Services and any performance hereunder by the Consultant will cease to the extent specified in the notice of termination. In the event of termination in whole, the Consultant will submit a final invoice, within 30 days of such termination, reflecting the Scope of Services actually performed pursuant to this Contract. This final invoice will be to the satisfaction of the Authority and for items for which no previous invoice was submitted.

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

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

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

PART B, ARTICLE 9. INDEMNITY AND LIABILITY

9.1 Indemnity.

The Consultant must indemnify and hold harmless to the maximum extent permitted by law the Authority, its agents, Board members, officials, and employees (the "Authority Parties") against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs, and expenses that may in any manner accrue against the Authority as a consequence of the execution and award or performance of this Contract or which may in any way result therefrom whether or not it is alleged or determined that any loss for which the Authority seeks indemnity is caused or contributed to or was caused in whole or in part through the

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

9.2 Limitation of Liability.

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

9.3 Joint and Several Liability.

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

PART B, ARTICLE 10. TIME

10.1 Time is of the Essence.

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

10.2 Time for Changes.

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

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

11.1 Ownership of Documents.

All documents and other media, data studies, designs, intellectual property and reports, including without limitation, the Deliverables, developed in the performance of this Contract or provided as instruments of the Scope of Services are agreed to be the sole property of the Authority. During the performance of the Scope of Services, the Consultant will be responsible for any loss or damage to the materials herein enumerated while they are in its possession, and any such item lost or damaged will be restored at the expense of the Consultant. At any time, upon demand by the Authority, the Consultant must furnish to Authority, at the Authority's expense, a complete set of all such materials prepared by the Consultant and

its Subconsultants as of the date of such demand. In the event of the Consultant's failure to comply with the Authority's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and that the Authority will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

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

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

11.2 Confidential Information.

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

PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT

12.1 No Assignment of Contract.

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

12.2 No Assignment of Contract Funds.

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

12.3 Subconsultants.

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

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

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

1. PART B, Section 2.1 "Contract Interpretation"
2. PART B, Section 3.1 "Standard of Performance"
3. PART B, Section 4.5 "Taxes"
4. PART B, Article 6 "Access and Records"
5. PART B, Article 8 "Events of Default and Termination" (in all subcontracts in excess of \$10,000)
6. PART B, Article 9 "Indemnity and Liability"
7. PART B, Article 11 "Ownership of Documents, Intellectual Property, Confidentiality"
8. PART B, Article 13 "Advertising and Publicity"
9. PART B, Section 15.3 "Civil Rights"
10. PART B, Section 15.4 "Illinois Human Rights Act"
11. PART B, Section 15.7 "Authority Ethics Ordinance"
12. PART B, Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
13. PART B, Section 15.9 "Foreign Trade Restrictions"
14. PART B, Section 15.10 "Conflict of Interest"
15. PART B, Section 15.12 "No Federal Obligation to Consultant or Others"
16. PART B, Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
17. PART B, Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
18. PART B, Section 15.15 "Environmental Requirements"
19. PART B, Section 15.16 "Fly America"
20. PART B, Section 16.1 "Governing Law"
21. PART B, Section 16.2 "Jurisdiction"
22. All other provisions required by Regulations to apply to Subconsultants.

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

PART B, ARTICLE 13. ADVERTISING AND PUBLICITY

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

PART B, ARTICLE 14. REPRESENTATIONS OF CONSULTANT

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

1. That it, each of its joint venture members if a joint venture, and its Subconsultants, are not in default at the time of the execution of this Contract, or deemed by the General Manager, Purchasing to have, within 3 years immediately preceding the date of this Contract, been found to be in default, in connection with any contract awarded by the Authority.
2. That this Contract is feasible of performance in accordance with all of its provisions and requirements and that the Consultant can and will perform, or cause to be performed, the Scope of Services in accordance with the provisions and requirements of this Contract.

3. That, except only for those representations, statements, or promises expressly contained in this Contract, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the Authority, its officials, Board members, agents, or employees, has induced the Consultant to enter into this Contract or has been relied upon by the Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the general conditions which may in any way affect the performance of this Contract; (iii) the compensation provisions of the Contract; or (iv) any other matters, whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with this Contract, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.
4. That, Consultant acknowledges that the Authority, in its selection of the Consultant to perform the Scope of Services hereunder, materially relied upon the Consultant's response(s) to the Authority's solicitation which is attached hereto as part of PART C, Exhibit 6 to the Contract, and the Consultant's oral presentation(s), if any.

PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS

15.1 Consultant's Compliance with All Laws.

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

15.2 Permits and Licenses.

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

15.3 Civil Rights.

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal Transit Law at 49 USC § 5332, the Consultant agrees that it will not discriminate against any employee or applicant on the basis of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:

- a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal Transit Laws at 49 USC § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Services provided under this Contract. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with all implementing requirements FTA may issue.

b. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal Transit Law at 49 USC § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Consultant agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

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

g. The Consultant must include the provisions of the above Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor.

The Consultant will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the Federal Government contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

15.4 Illinois Human Rights Act.

During the term of this Contract, the Consultant must:

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

15.5 Disclosure of Ownership.

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

15.6 State Energy Conservation Plan.

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

15.7 Ethics Ordinance.

Consultant agrees to comply with the CTA Ethics Ordinance, CTA Ordinance No. 004-76, as amended from time to time, the provisions of which are hereby incorporated into this Contract. The Consultant

agrees that, as provided by Section 5.3 of the CTA Ethics Ordinance, any contract negotiated, entered into, or performed in violation of any of the provisions of the Ethics Ordinance shall be voidable as to the Authority at the election of the Authority.

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

1. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq.* and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Scope of Services. Upon execution of this Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.
2. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority or to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) on the Consultant to the extent the Federal Government deems appropriate.
3. The Consultant agrees to include the above 2 clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses must not be modified, except to identify the Subconsultant that will be subject to the provisions.

15.9 Foreign Trade Restrictions.

The Consultant, and each Subconsultant certifies that it:

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making the Contract award. If it is later determined that the Consultant or any Subconsultant of any tier knowingly rendered an erroneous certification, the FTA may direct, through the Authority, cancellation of the Contract or Subcontract for default at no cost to the Federal Government or the Authority.

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

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

15.10 Conflict of Interest.

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

15.11 No Exclusionary or Discriminatory Specifications.

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

15.12 No Federal Government Obligation to Consultant or Others.

1. The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the award of this Contract, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the Consultant, or any other person (whether or not a party to this Contract) in connection with this Contract or pertaining to any matter resulting from this Contract or the Scope of Services.

2. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause must not be modified, except to identify the Subconsultant who will be subject to its provisions.

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

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

15.14 Incorporation of Federal Transit Administration (FTA) Terms.

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

15.15 Environmental Requirements.

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

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

15.16 Fly America.

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

PART B, ARTICLE 16. GOVERNING LAW AND JURISDICTION

16.1 Governing Law.

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

16.2 Jurisdiction.

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

by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant

PART C: INDEX OF EXHIBITS

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- CONSULTANT'S COMPLETED DBE PROPOSAL (including DBE certification)
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[ATTACHED] OR [NONE REQUIRED]

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[ATTACHED] OR [NONE REQUIRED]

Appendix C

Special Conditions Disadvantaged Business Enterprise (DBE) Commitment

SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
INVITATION FOR BIDS
REQUISITION NUMBER: B14OP01009

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: 30%

- C. 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 Bidder's operating expenses and not on the total anticipated revenue to be generated by the contract. The Bidder may meet the DBE goal by evidencing participation by one or more certified DBEs. The Bidder 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. **Any evidence of good faith efforts must be submitted with the sealed bid or the bid will be rejected in its entirety.**
- D. The DBE contract goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options, and change orders. The Bidder agrees to make its best effort to include DBE participation in any contract modification work.
- E. The goal may be met, as further explained in Section IV hereof, by the Bidder's status as a DBE, by a Joint Venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through sufficient documentation of its good faith efforts to meet the DBE goal as defined in Section V hereof.
- F. A Bidder who fails to meet the DBE goal and fails to demonstrate sufficient and reasonable good faith efforts to meet the goal shall not be eligible to be awarded the contract. All documentation of good faith efforts by a Bidder **must** be included in the envelope or package containing the bid.
- G. The Authority prohibits agreements between a Bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidders.

II. DEFINITIONS

- A. **"Area of Specialty"** means the description of the DBE's business, which has been determined by the General Manager, DBE Program, to be most reflective of the DBE's claimed specialty or expertise. Credit toward the DBE 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 Bidder to determine the capability and capacity of the DBE firms to satisfactorily perform the work proposed.

- B. **"Authority"** means the Chicago Transit Authority.
- C. **"Bid"** includes the following Authority purchasing requests: Invitation for Bids (IFB).
- D. **"Bidder"** includes bidders and contractors. The terms "Bidder" and "Contractor" may be used interchangeably in these Special Conditions.
- E. **"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.
- F. **"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.
- G. **"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.
- H. **"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).
- H. **"Good Faith Efforts"** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.

- I. **"IL UCP"** means the Illinois Unified Certification Program.
- J. **"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.

- K. **"Purchasing Agent"** means the Authority employee who holds the position of Vice President, Purchasing, or designee.
- L. **"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.
- M. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
1. **"Black Americans"**, which includes persons having origins in any of the Black racial groups of Africa;
 2. **"Hispanic Americans"**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 3. **"Native Americans"**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 4. **"Asian-Pacific Americans"**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
 5. **"Subcontinent Asian Americans"**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
 6. **"Women"**
 7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

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

N. "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.

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

III. JOINT VENTURES

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

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

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

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

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

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

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

- A.** Once a DBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as indicated below.
- B.** A Bidder may count toward its DBE goal that portion of the total dollar value of a contract with an eligible Joint Venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces.
- C.** Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts more than thirty percent (30%) or a significantly greater portion of the work of the contract than

would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. Evidence may be presented by the Bidder involved to rebut this presumption.

- D. When a DBE subcontracts a part of the work under the contract to another firm, the value of the subcontracted work may only be counted towards the DBE goal if the DBE's Subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.
- E. The Bidder may count one-hundred percent (100%) of its expenditures for materials and supplies required under the contract and which are obtained from a DBE manufacturer towards the DBE goal. The Bidder may count sixty percent (60%) of its expenditures for material and supplies under the contract obtained from a DBE regular dealer towards its DBE goal. The terms "manufacturer" and "regular dealer" are defined in 49 C.F.R. Part 26.55(e)(1)(ii) and (2)(ii).
- F. The Bidder may count towards its DBE goal expenditures to DBEs which are not manufacturers or regular dealers, such as fees or commissions charged for services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies and transportation charges as set forth in 49 C.F.R. Part 26. However, the General Manager, DBE Program, must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
- G. The Bidder must use good business judgment when negotiating with Subcontractors and take a DBE's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason to fail to meet the DBE goal set forth in the contract, as long as such costs are reasonable.

V. GOOD FAITH EFFORTS

In order to be responsive, a Bidder must make good faith efforts to meet the DBE contract 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 contract 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 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 Bidder to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract involved.

- A. Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before 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 Bidder contacted but rejected as unqualified, the reason for the Bidder's conclusion.
- F. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the Bidder or the Authority.
- G. Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- H. Documentation that the Bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
- I. Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- J. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services from third parties.

VI. GOOD FAITH EFFORTS RECONSIDERATION

If it is determined that the apparent successful low Bidder(s) has failed to show good faith efforts to meet the contract DBE goal through participation, documentation of good faith efforts to meet the contract goal and/or a combination of the two, the Authority will provide it with **ONE** opportunity for administrative reconsideration before the Authority awards the contract. This reconsideration will include the following:

- A. The Bidder will be permitted to either provide written evidence or to present oral argument at a pre-scheduled time that the documentation it submitted with its bid met the DBE goal and/or

documented good faith efforts to do so. **No new evidence of good faith efforts may be presented after the bid submission deadline.**

- B. The Authority's Reconsideration Officer will review the evidence presented by the Bidder and issue a written determination that the Bidder has: 1) met the DBE goal; 2) not met the DBE goal but has made adequate good faith efforts to do so; or 3) has not met the DBE goal and the good faith efforts made were not adequate.
- C. The decision of the Authority's Reconsideration Officer is final and may not be appealed to the Authority or its funding agencies.
- D. The Authority will not award a contract to any Bidder who does not meet the contract DBE contract goal through participation by DBEs on the proposed contract or documentation of sufficient good faith efforts to meet that goal or a combination of the two. Thus, it is essential that all Bidders submit ALL relevant documentation concerning DBE participation on the proposed contract and/or good faith efforts to meet the DBE goal in the envelope or package containing their sealed bids.

VII. PROCEDURE TO DETERMINE BID COMPLIANCE

- A. If the Bidder is a Joint Venture, the Bidder 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 Bidder if it is a DBE **MUST** complete and sign Schedule C.
- C. The Bidder **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 bid. In addition, any documentation evidencing the Bidder's good faith efforts to meet the contract DBE goal must be submitted with the bid. Any bids submitted without completed and executed Schedules as indicated above and/or evidence of good faith efforts will be deemed non-responsive and their bids will be rejected by the Authority.
- 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 with the bid. **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 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 BIDS**.

F. Joint Ventures

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

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Bidder shall, within seven (7) calendar days of contract award, or prior to any work being performed by a DBE Subcontractor of any tier, execute written subcontracts or purchase orders with the DBE Subcontractors included in the Bid. In the event the Bidder cannot complete the agreement with one or more DBE Subcontractors within this seven(7) day period, the Bidder must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the General Manager, DBE Program. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the Bidder and its Subcontractors must contain a prompt payment clause as set forth in Section IX herein.
- B. During the term of annual contracts, the Contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor an easy to use web-based service for reporting payments rendered to all Subcontractors. The frequency with which these reporting will vary based on each individual contract, but in no event will reporting be required less frequently than quarterly. **Failure to follow these directions may delay payment.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, the contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor with an easy to use web-

based service for reporting payments rendered to all Subcontractors. The required entries on B2GNOW must be completed prior to or concurrently with the Contractor's submittal of its final invoice to the Authority user department identified in the contract. PLEASE NOTE: Two different processes must be followed. (1)The original invoices must be submitted directly to the Authority department identified in the contract and (2) a report of Subcontract Payments must be entered onto B2GNOW. **Failure to follow these directions may delay final payment.**

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

IX. 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.

X. DBE SUBSTITUTIONS

- A. Arbitrary changes by the Bidder of the commitments previously indicated in **Schedule D** are prohibited. No changes may be made by the Bidder 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 Bidder replace the non-responsible DBE Subcontractor prior to contract award. In that event, Bidder must replace the non-responsible DBE Subcontractor with a responsible, certified DBE Subcontractor or 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 General Manager, DBE Program 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 General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C. It may become necessary, at times, to substitute a new Subcontractor in order to complete the contract work. The substitution procedure to be followed is:
 - 1. The Contractor must immediately notify the General Manager, DBE Program, in writing, of the proposed substitution of Subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 - 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 - 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).

4. If the Subcontractor to be substituted for the DBE is not a DBE, the Contractor must 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 General Manager, DBE Program.
- D. The Authority will not approve extra payment for escalated costs incurred by the Contractor when a substitution of Subcontractors becomes necessary in order to comply with the DBE requirements of the contract.

XI. 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 General Manager, DBE Program, shall have the discretion to recommend to the Authority's Purchasing Agent that the Purchasing Agent apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; and debarring or suspending the Contractor from entering into future contracts with the Authority.
- B. The failure by the Contractor to use a DBE Subcontractor to the extent the Contractor committed to use said DBE, gives the underutilized DBE specific contract remedies, including the right to damages, the right to resolve the dispute by binding arbitration before an independent arbitrator and the right to recover its reasonable expenses, including attorneys' fees, if the DBE is the prevailing party, as follows:
1. Damages. In the event the Contractor has not complied with the contractual DBE percentage and the change to the contractual DBE usage has not been approved by the Authority, an affected DBE may recover from the Contractor damages suffered by said DBE as a result of being underutilized. This provision is intended for the benefit of any DBE affected by underutilization and grants such entity third party beneficiary rights. Any rights conferred by this provision are non-waivable and take precedence over any conflicting provisions in the agreement between the Contractor and the DBE.

2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.
3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.
4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

C. 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."

XII. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs and shall retain these records for a period of at least three (3) years after final acceptance of the work. Full access to said records shall be granted to the Authority, 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.

XIII. MINORITY FINANCIAL INSTITUTIONS

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

DBE Assistance Agencies

The following agencies are available to prospective bidders for assistance.

<p>Alliance of Business Leaders & Entrepreneurs (ABLE) 150 N. Michigan Ave., Suite 2800 Chicago, IL 60601 Contact: Donna Gaines Phone: (312) 624-7733 Fax: (312) 275-7841 Email: donna@donnamgaines.com Website: www.ablechicago.com Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Black Contractor United (BCU) 11906 S. Michigan Ave. Chicago, IL 60628 Contact: Belinda Henderson Phone: (773) 483-4000 Fax: (773) 483-4150 Email: belinda_bcu@att.net / bcunewera@att.net Website: www.blackcontractorsunited.com Services</p> <ul style="list-style-type: none"> • Business Development
<p>Chatham Business Association (CBA) 8441 S. Cottage Grove Ave. Chicago, IL 60619 Contact: Melinda Kelly Phone: (773) 994-5006 Fax: (773) 994-9871 Email: melkelcba@sbcglobal.net Website: www.cbaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Chicago Minority Business Development Council, Inc. (CMBDC) 105 W. Adams St., Suite 2300 Chicago, IL 60603 Contact: Shelia C. Hill Morgan Phone: (312) 755-8880 Fax: (312) 755-8890 Email: shillmorgan@chicagomsdc.org Website: www.cmbdc.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance
<p>Chicago Urban League (CUL) 4510 S. Michigan Ave. Chicago, IL 60653 Contact: Kenya Spann Phone: (773) 285-5800 Fax: (773) 285-7772 Email: kspann@thechicagourbanleague.org Website: www.thechicagourbanleague.org Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Federation of Women Contractors (FWC) 5650 S. Archer Ave. Chicago, IL 60638 Contact: Joan Anderse Phone: (312) 360-1122 Fax: (312) 360-0239 Email: joan@andersenpump.com Website: www.fwcchicago.com Services</p>
<p>Hispanic-American Construction Industry Association (HACIA) 650 West Lake Street, Suite 415 Chicago, IL 60661 Contact: Jorge Perez Phone: (312) 575-0389 Fax: (312) 575-0544 Email: jperez@haciaworks.org Website: www.haciaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Illinois Hispanic Chamber of Commerce (IHCC) 855 W. Adams, Suite 100 Chicago, IL 60607 Contact: Omar Duque Phone: (312) 425-9500 Fax: (312) 425-9510 Email: asoto@ihccbuisness.net Website: www.ihccbuisness.net Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

DBE Assistance Agencies (Continued)

<p>Latin American Chamber of Commerce (LACC) 3512 W. Fullerton Ave. Chicago, IL 60647 Contact: D. Lorenzo Padron Phone: (773) 252-5211 Fax: (773) 252-7065 Email: D.LorenzoPadron@latinamericanchamberofcommerce.com Website: www.latinamericanchamberofcommerce.com</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Philippine American Chamber of Commerce of Greater Chicago (PACCGC) 3413 N. Milwaukee Ave Chicago, IL 60641 Contact: James Villar Phone: (773) 545-4330 Fax: (773) 545-4373 Email: jamesvillar@paccgc.org Website: www.paccgc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
<p>Women's Business Development Center (WBDC) 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Contact: Freida Curry Phone: (312) 853-3477 Fax: (312) 853-0145 Email: fc Curry@wbdc.org Website: www.wbdc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Women Construction Owners & Executives (WCOE) 308 Circle Avenue Forest Park, IL 60130 Contact: Mary Kay Minaghan Phone: (708) 366-1250 Fax: (708) 366-5418 E-mail: mkm@mkmservices.com Website: www.wcoeusa.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

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

<p>Chicago Transit Authority Project Information Purchasing Department 567 W. Lake St. Chicago, IL 60661-1465 Fax: (312) 681-2405</p> <p>Purchasing General Manager Randi Brokvist Phone: (312) 681-2420 E-mail: rbrokvist@transitchicago.com</p> <p>Purchasing General Manager Robert K. Miller Phone: (312) 681-2428 E-mail: rmiller@transitchicago.com</p>	<p>Chicago Transit Authority Diversity Programs Information Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1465 Fax: (312) 681-2605</p> <p>Contract Compliance Department Mary Person Phone: (312) 681-2612 E-mail: mperson@transitchicago.com</p> <p>DBE Certification Department Nelson Robles Phone: (312) 681-2616 E-mail: nrobles@transitchicago.com</p>
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DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

- I. Name of joint venture:** _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-DBE venturer(s):**
Name _____ of _____ Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- III. Identify each DBE venturer(s):**
Name _____ of _____ Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- IV. Describe the role(s) of the DBE venturer(s) in the joint venture:**

- V. Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces; (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.
- VI. Attach a copy of the current IL UCP Letter of Certification for each DBE Joint Venturer.**
- VII. Ownership of the Joint Venture:**
A. What is the percentage(s) of DBE ownership in the joint venture?
DBE ownership percentage(s): _____
Non-DBE ownership percentage(s): _____

DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

1. Sharing of profit and loss: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

A. Joint venture check signing:

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

DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

IX. Financial Controls of Joint Venture:

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

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

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

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

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):

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

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 DBE's scope of work will be sublet, a brief explanation and description of the work to be sublet must be attached to this schedule.

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

The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (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:

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

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 60661-1465**

D. Types of Protests and Timing

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

1. Protest regarding solicitation

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

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

2. Protests regarding bid evaluation

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

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

3. Protests Regarding Award of Contract

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

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

E. Authority Response

1. Types of Protests

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

a. Protest regarding solicitation

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

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

b. Protests regarding bid evaluation

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

c. Protests after award

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

2. Decisions by Authority

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

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

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

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

SECTION II – FTA BID PROTEST PROCEDURE

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

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

Appendix E

CERTIFICATION – Debarment - Primary Participant

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

Appendix F

CERTIFICATION – Debarment - Lower-Tier Participant

(Must be completed by all proposed Sub-Contractors)

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

Appendix G

CERTIFICATION - 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 H

CERTIFICATION – Drug-free Workplace

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

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

Signature and Title of Authorized Official

Date

Appendix I

Disclosure of Ownership (Prime Contractor & Sub-Contractor(s))

(Must be completed by Prime Contractor and all proposed Sub-Contractors)

DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

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

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

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

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

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

Requisition Number: _____ Bidder Name: _____

Bidder Business Address: _____

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

☐ Purchasing ☐ Other: _____

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

DISCLOSURE OF OWNERSHIP INTERESTS

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

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

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

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

1. Incorporated in the State of _____.

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

Name	Title
_____	_____
_____	_____
_____	_____

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

Name	Title
_____	_____
_____	_____
_____	_____

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

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

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

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

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %

_____ %

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

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

Name	Business Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. PARTNERSHIPS

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

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

C. LIMITED LIABILITY COMPANIES

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

Name	Title
_____	_____
_____	_____
_____	_____

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

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

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

Name	Business Address
_____	_____
_____	_____
_____	_____

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

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS

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

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

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

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

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

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

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

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

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

If Yes, provide names and amount of ownership interest:

Name	Ownership Interest
_____	_____ %
_____	_____ %
_____	_____ %

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

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

Name	Title	Areas of Responsibility
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

BIDDER:

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

NOTARIZATION - REQUIRED

State of _____

County of _____

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

By _____
(Signature of Notary Public)

(NOTARY'S SEAL)

Appendix J

Vendor Profile

Vendor Profile Form

[illegible]

Attach audited financial statements covering 2008, 2009, and 2010.	Attached (mark w/ X)	Yes		No	
Provide key financial information (in Thousands of US Dollars):	2008	2009	2010		
<u>Income Statement Data</u>					
Net Revenues					
Cost of Goods Sold or Cost of Sales					
Selling, General and Administrative Expenses					
Depreciation					
Interest Expense					
Taxes					
EBITDA					
EBIT					
Net Income					
<u>Balance Sheet Data</u>					
Total Assets					
Total Current Assets					
Inventory					
Total Liabilities					
Total Current Liabilities					
Total Shareholder Equity					
<u>Statement of Cash Flow Data</u>					
Cash flow from Operations					
Cash flow from Financing					
Cash flow from Investing					
<u>Share Price Data</u>					
52 Week Range (52 Week Low-52 Week High)					
Market Capitalization					
Describe clients served between 1/1/1999 and RFP receipt date by the company and industries represented.					
Of the above, please describe public sector and transportation.					
What is the concentration of revenues with clients – Identify the % of revenues represented by the Top 5 and Top 10 clients					
What is your most recent D&B credit rating?					
What is your most recent Bond Rating?					
What is the effective date of the Bond Rating?					
Please specify rating company (Moody's, S&P, Fitch, etc.)					

Note: The CTA, at its option, may require a vendor to provide additional support and/or clarify requested information.

Appendix K

Non-Disclosure Statement (Prime Contractor & Sub-Contractor(s))

(Must be completed by Prime Contractor and all proposed Sub-Contractors)

RFP NON-DISCLOSURE STATEMENT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP"), **Requisition No. B14OP01009 Request for Proposal (RFP) for Security Guard (Unarmed) Services to Protect CTA Customers, Personnel and Facilities as Required for a Period of Three (3) Years with Two (2) One-Year options.**:

_____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP.

Therefore, Company states as follows:

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

company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.

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

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

RFP NON-DISCLOSURE STATEMENT SUB-CONSULTANT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP") **Requisition No. B14OP01009 Request for Proposal (RFP) for Security Guard (Unarmed) Services to Protect CTA Customers, Personnel and Facilities as Required for a Period of Three (3) Years with Two (2) One-Year options.**

_____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP.

Therefore, Company states as follows:

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

company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.

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

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

Appendix L

Vendor References

Vendor References Form

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

Appendix M

Insurance Requirements

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Short Form rev. 11/13/09]

REQUISITION NUMBER: **B14OP01009**

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

\$1,000,000 Per Occurrence

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

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

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

C. AUTOMOBILE LIABILITY

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

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

D. UMBRELLA LIABILITY

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

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

E. OWNERS PROTECTIVE LIABILITY

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

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

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

N/A Bodily Injury/Property Damage per Occurrence
N/A Bodily Injury/Property Damage Aggregate

G. CARGO LIABILITY/INLAND MARINE

N/A OCC/AGG

H. PROFESSIONAL LIABILITY

N/A PER CLAIM

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

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**



Issue Date: _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ RFP#: _____

Address: _____
 (NUMBER & STREET)
 (CITY) (STATE) (ZIP)

Specification #: _____

Project #: _____

Contract #: _____

Description of Operation/Location	
-----------------------------------	--

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

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

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

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

	Telephone _____

Appendix N

Table of Exceptions

Table of Exceptions

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

[illegible]

Appendix O

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.

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.

- B. Proposer/Respondent must also mark each page or portion of a page containing proprietary, privileged, or confidential information, as specifically as possible, with the following legend: “[**Proprietary**] or [**Privileged**] or [**Confidential**] Information: This page or the portion of the page indicated contains proprietary, privileged or confidential information.”
- C. Please note that CTA will not honor any request to redact information from records that does not meet the requirements of FOIA including, for example, a request that CTA redact the entire contents of a proposal/letter of interest and qualification. Excessive or indiscriminate marking of information as proprietary, privileged or confidential will be grounds for CTA to deem no information as being exempt from public disclosure under FOIA and disclosing all contents of the proposal/letter of interest and qualification.

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: _____