

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, 60661-1465, no later than 11:00 A.M. on Friday, May 1, 2015:

Req. B15RG04393

IFB for Lease of CTA Property Located Along the West Side of Chicago Avenue between Keeney Street and Madison Street, Evanston, IL.

BID DEPOSIT: \$3,000.00

A site visit is scheduled for this Property on Tuesday, April 14, 2015 between 11:30 a.m. and 12:00 p.m.

(Chicago Time). Those wishing to attend a site visit must complete and sign an agreement releasing CTA and Jones Lang LaSalle, Americas, Inc. as provided in Appendix E. The Guest Release Agreement must be executed and delivered on-site to the CTA or Jones Lang LaSalle, Americas, Inc. representative prior to enter the site.

Questions regarding this offering must be submitted in writing to Jones Lang LaSalle, Americas, Inc. before Tuesday, April 21, 2015, 3:30 p.m. (Chicago Time) as provided above. Answers to all questions submitted will be sent to all registered Bidders in the form of an Addendum.

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

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.

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

The 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 30, 2015



CHICAGO TRANSIT AUTHORITY

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

March 30, 2015

Subject: Requisition No. B15RG04393-IFB for Lease of CTA Property Located Along the West Side of Chicago Avenue between Keeney Street and Madison Sreet, Evanston, IL.

Dear Bidder:

The Chicago Transit Authority is seeking bids for the subject property. Bid packages are to be delivered to:

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

Due Date: May 1, 2015

Bids must be received no later than 11:00 a.m. Chicago time

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

Your bid should identify the requisition number, the name of the project, the name and address of your firm, and a contact person and phone number.

Sincerely,

Robert Miller
General Manager, Purchasing

cc: File

B15RG04393

CHICAGO TRANSIT AUTHORITY

Through

JONES LANG LASALLE AMERICAS, INC.

INVITATION FOR BID

TO

LEASE CTA PROPERTY LOCATED

ALONG THE WEST SIDE OF CHICAGO AVENUE BETWEEN
KEENEY STREET AND MADISON STREET,
EVANSTON, ILLINOIS



ALL OF THE TERMS, CONDITIONS, SPECIFICATIONS, APPENDICES, AND INFORMATION LISTED IN THE TABLE OF CONTENTS AND INCLUDED IN THIS INVITATION FOR BID SHALL CONSTITUTE THE ENTIRE INVITATION FOR BID PACKAGE AND SHALL BE INCORPORATED BY REFERENCE INTO ALL BID SUBMISSIONS.

CHICAGO TRANSIT AUTHORITY
Through
JONES LANG LASALLE AMERICAS, INC.

**INVITATION FOR BID TO LEASE CTA PROPERTY LOCATED
ALONG THE WEST SIDE OF CHICAGO AVENUE
BETWEEN KEENEY STREET AND MADISON STREET, EVANSTON, ILLINOIS**

I.	INVITATION FOR BID ANNOUNCEMENT	1
II.	PROPERTY INFORMATION	2
A.	Description of Site and Area	2
B.	Permitted Uses and Restrictions	2
C.	Operations and Maintenance Requirements	2
D.	Condition of Property	3
III.	BID TERMS AND CONDITIONS	4
A.	Bid Submission	4
B.	Minimum Bid	4
C.	Withdrawal of Bid Before Bid Due Date	5
D.	Bid Format and Submittal Requirements	5
E.	Bid Deposit	6
F.	Basis of Award	6
G.	Intentionally Deleted	6
H.	Schedule of Performance Guide	6
I.	Bid Protest Procedures	7
IV.	OTHER TERMS AND CONDITIONS	7
A.	Lease Term	7
B.	Security Deposit	7
C.	Lease Execution	7
D.	Confidentiality of Bids	7
V.	DISCLAIMERS AND PROVISOS	8
	Bid Forms	9
	FORM A: REVENUE PROPOSAL	9
	FORM B: BRIEF HISTORY OF YOUR COMPANY	10
	FORM C: DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT	16
	FORM D: Certifications	16
	FORM E: Special Conditions Disadvantaged Business Enterprises (DBE) Commitment	21
	FORM F: PROPOSED USE PLAN	22
	FORM G: PROPOSED OPERATIONS AND MAINTENANCE PLAN	23
	APPENDIX A: PLAT MAP AND PLANS	
	APPENDIX B: BID PROTEST PROCEDURES	
	APPENDIX C: INSURANCE REQUIREMENTS	
	APPENDIX D: LEASE	
	APPENDIX E: GUEST RELEASE FORM FOR SITE VISIT	

Requisition No. B15RG04393

I. INVITATION FOR BID ANNOUNCEMENT

To Interested Parties:

The Chicago Transit Authority ("CTA") through Jones Lang LaSalle Americas, Inc. is seeking interested parties to bid on a ten-year lease with one ten-year option period for property located along the west side of Chicago Avenue between Keeney Street and Madison Street in Evanston, Illinois (the "Property"). The Property is comprised of approximately 24,800 square feet of land used for non-CTA parking. Lease of the Property is subject to all the terms and conditions set forth in this Invitation for Bid ("IFB"). The CTA is offering the Property for lease for continued parking use. It is not being offered for development or other uses.

A copy of the Invitation for Bid may be obtained at the CTA website at www.transitchicago.com, or www.ctarealestate.com or from the CTA Bid Office 2nd Floor, 567 W. Lake Street, Chicago Illinois 60661 or by contacting the CTA's representative:

Brian Carroll, Associate
Jones Lang LaSalle Americas, Inc.
200 East Randolph Street
Chicago, Illinois 60601

Phone. 312.228.3312
Fax: 312.470.4518
E-mail to BrianC.Carroll@am.jll.com

All inquiries should be directed to Brian Carroll, Jones Lang LaSalle, Americas, Inc.

A site visit is scheduled for this Property on April 14, 2015 between 10:30 a.m. and 11:00 a.m. (Chicago Time). Those wishing to attend a site visit must complete and sign an agreement releasing CTA and Jones Lang LaSalle, Americas, Inc. as provided in Appendix E. The Guest Release Agreement must be executed and delivered on-site to the CTA or Jones Lang LaSalle, Americas, Inc. representative prior to entering the site.

Questions regarding this offering must be submitted in writing to Jones Lang LaSalle, Americas, Inc. before April 21, , 3:30 p.m. (Chicago Time) as provided above. Answers to all questions submitted will be sent to all registered Bidders in the form of an Addendum.

The Minimum Bid for this Property is Thirty-Two Thousand Four Hundred Dollars (\$32,400) first year Base Annual Rent.

Bid Due Date: May 1, 2015: Bids must be received before 11:00 a.m. (Chicago Time) at the CTA as follows:

delivered to:
**Chicago Transit Authority
Bid Office – 2nd Floor
567 West Lake Street
Chicago, Illinois 60661-1498**

II. PROPERTY INFORMATION

A. Description of Site and Area

The Property is located along the west side of Chicago Avenue between Keeney Street and Madison Street in Evanston, Illinois. A plat of the Property is provided in Appendix A.

The Property being offered has an irregular land area of approximately 24,800 square feet. Preliminary evaluation of the site indicates that 40 on-site, surface parking spaces can be accommodated. However, the Bidder must make its own inspection of the Property to determine the number of possible parking spaces.

The Property is currently improved with asphalt paving, a concrete barrier (along Chicago Avenue), chain-link perimeter fencing, and light poles. A portion of the site is covered with gravel. The Property is adjacent to a CTA right-of-way immediately to the west.

The subject has frontage along Chicago Avenue, which is a two-way, two-lane, roadway that extends in a north/south direction along its eastern property line; and Madison Street, which is a two-way, two-lane, roadway that extends in an east/west direction along its northern property line and terminates immediately east of the subject at Chicago Avenue. Access to the subject site is possible via a curb cut along Madison Street.

Uses immediately surrounding the Property include mixed-use and other commercial uses to across Davis Street to the west; a five-story commercial building across Orrington Avenue to the west; a commercial building across a public alleyway to the east; and a two-story commercial building to the north. The Property is located approximately 0.75 miles south of Evanston's central business district.

CTA does not warrant that this Property complies with current parking, zoning or other codes that may apply to the use of the Property and offers the property in "as-is" condition.

B. Permitted Uses and Restrictions

No use other than automobile parking will be permitted on the Property subject to the requirements and restrictions provided in the IFB. Permitted uses include both public and private parking and valet parking. Bidders shall describe their intended use of the property on Bid Form F - Proposed Use Plan.

C. Operations and Maintenance Requirements

The Lessee shall operate and maintain the Property, at its sole expense, to the following standards and to the standards and as defined in the Lease provided in Appendix D.

1. Any and all improvements to the Property made by the Lessee, such as paving, striping, landscaping, temporary structures or shelters, such as for valet personnel, gates, and/or removal of any existing improvement, require prior approval by the CTA.

2. The Lessee shall maintain the property and all improvements in safe, neat and orderly condition. Maintenance shall include, but is not limited to: pavement repairs, sweeping; trash removal; weed control; graffiti removal; drain cleaning (if applicable); ice and snow removal; salting or other procedures used to sustain safe operations.
3. Lessees who intend to provide valet parking services must provide the CTA with written customer service standards for their employees regarding courteous treatment of the public.
4. Lessees shall maintain adequate insurance on the Property as provided in Appendix C.

Bidders shall describe in detail how they intend to operate and maintain the Property on Bid Form G - Proposed Operations and Maintenance Plan. The Proposed Operations and Maintenance Plans shall be developed in accordance with this Section C and the requirements of the Lease provided in Appendix D.

D. Condition of Property

The Property is offered in "as is" condition. No representations or warranties are made as to the condition of the Property by the CTA or suitability for any intended use. Lessee shall be responsible, at its sole expense, for compliance with any applicable City or other governmental regulations or codes in the event that any governmental entity other than the CTA requires additional improvements or compliance activities, or in the event Lessee elects to make improvements to the Property.

In the event (i) the Lessee is required to upgrade the Property to comply with the requirements of the City of Evanston zoning code or other requirements of city, state or federal regulations or statutes (collectively, the "City Requirements"); and (ii) such upgrade would reasonably cost Tenant not less than **\$8,000.00** to comply with such Requirements; and (iii) this cost exceeds twenty percent (20%) of the remaining lease payments under the unexpired Term (including the Option Term), then Lessee may either comply with the City Requirements at Tenant's sole cost or terminate this Lease upon 30 days notice to Landlord.

III. BID TERMS AND CONDITIONS

Bidders are expected to review and complete the forms contained in this IFB, and comply with the instructions. Failure to do so may result in the rejection of the Bid.

A. Bid Submission

To become a registered Bidder interest must be submitted in writing by letter to the address below; by e-mail to Brian Carroll at BrianC.Carroll@am.jll.com; or by facsimile to Brian Carroll at 312.470.4518; or by downloading the IFB from the CTA Real Estate website at www.ctarealestate.com. You do not need to be a registered Bidder to submit a Bid. However, only registered Bidders will be sent addenda to the IFB.

Brian Carroll, Associate
Jones Lang LaSalle Americas, Inc.
200 East Randolph Street
Chicago, Illinois 60601
Phone: 312.228.3312
Facsimile: 312.470.4518
E-mail BrianC.Carroll@am.jll.com

Bid Due Date: May 1, 2015. Bids must be received no later than 11:00 am (Chicago Time) at the CTA as follows:

delivered to:

Chicago Transit Authority
Bid Office – 2nd Floor
567 West Lake Street
Chicago, Illinois 60661-1498

If a Bid package is submitted by mail, it is the Bidder's responsibility to assure delivery to the designated CTA office no later than the due date and time as specified. Any bid received after the Bid Due Date will be returned unopened.

B. Minimum Bid

The minimum acceptable bid is a base annual rent for the first lease year in the amount of **\$32,400**. For each subsequent lease year following the first year of the lease, the Base Annual Rent shall escalate by three percent (3%) each year over the amount of Base Annual Rent payable for the prior year for the term of lease including the Option Term. The Base Annual Rent will be paid to the CTA in twelve equal monthly installments for each lease year.

C. Withdrawal of Bid Before Bid Due Date

A Bid may be withdrawn by written, faxed, or e-mailed notice to Jones Lang LaSalle, Americas, Inc. and received by Jones Lang LaSalle, Americas, Inc. at the Jones Lang LaSalle, Americas, Inc. mailing address, fax number, or e-mail address above, prior to the Bid Due Date. CTA will promptly return the entire submittal including Bid Deposit for all bids withdrawn before the Bid Due Date.

D. Bid Format and Submittal Requirements

Each Bidder must submit **one original and three copies** of the complete Bid package.

All Bids must be submitted in a sealed envelope marked "BID SUBMISSION FOR CTA PROPERTY LOCATED ALONG CHICAGO AVENUE IN EVANSTON." The envelope must show the requisition number, date, name, address, and telephone number of the person(s) or entity submitting the Bid

A complete Bid package shall include the following:

- ✓ A cover letter signed by a representative of the Bidder who is authorized to make the offer including Property requisition number, address, date, and contact information.
- ✓ Bid Form A – Revenue Proposal
- ✓ Bid Form B – Brief History of Your Company
- ✓ Bid Form C – Disclosure of Ownership and Interests Affidavit
- ✓ Bid Form D – Certifications
 - Debarment - Primary Participant
 - Debarment - Lower Tier Participant
 - Drug free Workplace Certification
 - Lobbying Certificate
- ✓ Bid Form E – Special Conditions Disadvantaged Business Enterprises (DBE) Commitment
- ✓ Bid Form F – Proposed Use Plan
- ✓ Bid Form G – Proposed Operations and Maintenance Plan
- ✓ Appendix D - Lease
- ✓ Bid Deposit (as set out in III. D. below).

Each Bid must be submitted on the Bid forms provided with this IFB and contain no alterations, additional terms or conditions. Any Bid submitted that alters the terms hereof so as not to be in conformance with the provisions contained herein may be deemed non-responsive and rejected. Any form required to be submitted that is incomplete, conditional, or obscure may be cause for rejection of the Bid.

If the CTA amends or changes the information in this Invitation for Bid, the information will be distributed to registered Bidders in the form of an addendum.

The CTA reserves the right to reject any or all bids or parts thereof. Bidders requiring additional information must contact the Contact Person, specified on the front page of this IFB. Potential Bidders who contact any Jones Lang LaSalle or CTA personnel other than the Contact Person, specified on the front page of this IFB will be considered to be in violation of the provisions of the IFB.

E. Bid Deposit

All Bids must be accompanied by a Bid Deposit in the form of a bank check, cashier's check, or certified check in the amount of **Three Thousand Dollars (\$3,000)** ("Bid Deposit"). All Bid Deposit checks must be drawn on a federally insured financial institution doing business in the United States and made payable to the Chicago Transit Authority.

The CTA will have the right to retain the Bid Deposits submitted by the second and third highest responsive and responsible Bidders for up to sixty (60) days after the award of the Bid by the Chicago Transit Board. All other Bid Deposits will be returned within 90 days of the Bid Due Date. In the event the CTA rejects all Bids, the Bid Deposits will be returned within 90 days of the Bid Due Date. Any interest earned on the Bid Deposits, if any, shall accrue to the benefit of the CTA.

If the High Bidder does not pay the additional security deposit as provided in Section IV B below, the High Bidder's Bid Deposit may be retained by CTA and the High Bidder will be deemed in default.

F. Basis of Award

The criteria to determine the High Bidder will be the highest Bid among responsive and responsible Bidders.

The CTA reserves the right to request additional information from any Bidder, and to determine the veracity of information provided by Bidders. A Bid found to be based on inaccurate or misrepresented information may be rejected.

In selecting a Bidder, the CTA reserves the right to investigate thoroughly the financial status of each Bidder. Selection will be based upon the information contained in and submitted with the sealed Bid, and information provided by the Bidder that, in the sole judgment of the CTA, is relevant.

Bidders should not rely on any verbal representations or communications regarding the status or results of the Bid designation or award. Any qualifications, exceptions, conditions or contingencies attached to the Bid may cause the Bid to be deemed non-responsive and be rejected.

G. Intentionally Deleted

H. Schedule of Performance Guide

The following schedule is intended as a guide and is subject to change at the CTA's discretion:

- | | |
|-----------------------------------|---|
| 1. Site Visit/Inspection | April 14 2015: 11:30 a.m.–12:00 p.m. |
| 2. Written Questions due | April 21, 2015 |
| 3. Response to Questions | No later than 5 business days prior to Due Date |
| 4. Bid Opening/Deposit Due | May 1, 2015 |
| 5. CTA Board Meeting/Approval | June/2015 (estimated) |
| 6. Lease Execution | Within 60 days of Notification of being the High Bidder |

8. Security Deposit

60 days after Notification of being
the High Bidder

Notification of being the High Bidder is issued after the Chicago Transit Board approval.

I. Bid Protest Procedures

Any Bid Protests must be filed in accordance with the CTA standard Bid Protest Procedures provided in Appendix B.

IV. OTHER TERMS AND CONDITIONS

A. Lease Term

The Term of the lease is for ten years. Provided the Lessee is not then in default, Lessee shall have an option to extend the Term for one additional period of ten years with rent equal to the last lease year of the initial Term escalated by 3% annually and increased by 3% annually during the option term.

B. Security Deposit

The High Bidder shall provide a Security Deposit in the amount of one-twelfth of the accepted bid amount for the first Lease year upon Bidder's execution of the lease ("Security Deposit"). The Bid Deposit will be credited against the Security Deposit at Closing. If the Security Deposit is less than the Bid Deposit, the Bid Deposit shall be the Security Deposit. If the Security Deposit is more than the Bid Deposit, Bidder shall provide the additional amount prior to CTA's execution of the Lease.

The Security Deposit shall be in the form of a bank check or cashier's check or certified check, wire transfer or method otherwise approved by the CTA drawn on a federally insured financial institution, for one-twelfth of the accepted bid amount, made payable to the order of the CTA. Failure to deliver the additional Security Deposit shall be treated as a default of the Bid, the \$3,000 Bid Deposit may be retained by the CTA, and the CTA may award the Bid to the second highest responsive and responsible Bidder.

C. Lease Execution

The Lease Execution by CTA shall be within sixty (60) days after notification of being the High Bidder, provided a contract to the High Bidder is awarded by the Chicago Transit Board.

D. Confidentiality of Bids

Bids become the property of the CTA upon submission. Any information provided to the CTA to clarify a Bid or as part of a presentation pursuant to a Bid also becomes the property of the CTA. Bidders shall not hold the CTA, its board members, officers, employees, agents, or assigns responsible for disclosure of the information contained in a Bid. The CTA accepts no responsibility for the confidentiality of information. CTA may be required, by law, to disclose information provided in response to this IFB.

V. DISCLAIMERS AND PROVISOS

The High Bidder agrees to accept all risks associated with any and all expenditures it makes prior to lease execution.

Provisos

ALL INFORMATION AND MATERIALS FURNISHED BY OR ON BEHALF OF THE CTA ARE PROVIDED WITHOUT REPRESENTATION, WARRANTY, OR OTHER RECOURSE WHATSOEVER AS TO THE MATERIALS' ACCURACY, COMPLETENESS, OR OTHERWISE.

THE CTA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE OR THAT THE PROPERTY COMPLIES WITH ANY ZONING, ENVIRONMENTAL OR OTHER LAWS. EACH BIDDER IS RESPONSIBLE FOR VERIFYING THE REQUIREMENTS OF LAW AFFECTING THE PROPERTY.

THESE AND OTHER ESSENTIAL TERMS AND CONDITIONS OF THE BID ARE DESCRIBED IN THE LEASE ATTACHED HERETO AND INCORPORATED HEREIN AS APPENDIX D. BIDDERS ARE STRONGLY ADVISED TO READ, UNDERSTAND AND SEEK CLARIFICATION OF ANY QUESTIONS CONCERNING APPENDIX D PRIOR TO THE BID DUE DATE.

Bid Forms

FORM A: REVENUE PROPOSAL

1) Base Annual Rent: \$ _____ for the First Lease Year
(Minimum Acceptable Offer = \$32,400 first Lease Year Base Annual Rent)

2) Escalations of Base Annual Rent in the amount of three percent (3%) each lease year over the amount of the Annual Rent of the previous year for the Term

PROPOSERS SHALL NOT MAKE ANY CHANGES TO THE TERMS OF THE LEASE AGREEMENT.

Name of Firm Bidding: _____

Contact Person's Name: _____

Contact Person's Title _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

FORM B: BRIEF HISTORY OF YOUR COMPANY

Tell us about your company:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Local Contact Person: _____

Title: _____

Phone Number: () _____ - _____ Fax Number: () _____ - _____

How many years has your company been in business? _____

How many employees? _____ Annual Sales? _____

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

Manufacturer ____ Supplier ____ Distributor ____ Other (explain) _____

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

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

Firm Name

Contact Person

Telephone

Attach additional sheets is necessary.

FORM C: DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

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

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

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

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

Requisition Number: N/A

Business Name: _____

Business Address: _____

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

☐ Purchasing

☐ Other: _____

The undersigned _____, as _____, and on behalf
(Bidder Name) (Title)

of _____ ("Business Name"), having been duly sworn under oath
certifies as follows:

DISCLOSURE OF OWNERSHIP INTERESTS

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

☐ Individual

☐ Limited liability company

☐ Business corporation

☐ Partnership

☐ Not-for-Profit corporation

☐ Joint Venture

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Other: _____

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

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

1. Incorporated in the State of _____.

2. List below the name and title of all officers of the corporation. If the corporation is not traded on an identified stock exchange, all owners of 5% or more of the corporation must also be listed with their ownership shares:

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: _____

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 manager(s) of the LLC:

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. All Bidders must provide a bank or other financial institution reference.

Name of Bank or Financial Institution _____

Address _____

City/Town _____ State _____ Zip Code _____

Contact Person _____ Telephone # _____

Name on the Account _____

Account # _____

7. Identify the source of financing for the purchase. _____

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 CTA 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 FOR ALL BIDDERS

State of _____

County of _____

Signed and Sworn to before me on

this _____ day of _____, 2015

By _____

(Signature of Notary Public)

(NOTARY'S SEAL)

FORM D: Certifications

- Debarment - Primary Participant
- Debarment - Lower Tier Participant
- Drug free Workplace
- Lobbying

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 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
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.

Debarment - Lower Tier Participant

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
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.

CTA 415 68 (03/90) Purchasing

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

REV January 2009

Lobbying Certification

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L. "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)

FORM E: Special Conditions Disadvantaged Business Enterprises (DBE) Commitment

**SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
INVITATION FOR BIDS
REQUISITION NUMBER: B15RG04393**

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: 0%

- 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 Director of Diversity may determine on a case-by-case basis that individuals who are not members of one of the above-listed groups are socially and economically disadvantaged.

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

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

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

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE by the 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 Director of Diversity 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 Director of Diversity will evaluate the amount of work subcontracted, industry practices and other relevant factors. The Director of Diversity reserves the right to deny or limit DBE credit to the 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 Director of Diversity must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
- G. The 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 Director of Diversity.

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 any Subcontractor of any tier, execute written subcontracts or purchase orders with the Subcontractors included in the Bid. In the event the Bidder cannot complete the agreement with one or more 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 Director of Diversity. These written agreements shall be made available to the Director of Diversity 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 Director of Diversity is: **CTA Director of Diversity, 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 Director of Diversity for such substitution.
- B. Further, after award, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the Director of Diversity. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C. It may become necessary, at times, to substitute a new Subcontractor in order to complete the contract work. The substitution procedure to be followed is:
 - 1. The Contractor must immediately notify the Director of Diversity, in writing, of the proposed substitution of Subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 - 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 - 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).

4. If the Subcontractor to be substituted for the DBE is not a DBE, the Contractor must document adequate good faith efforts as set forth in Section V hereof.
 5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute Subcontractor and the dollar value and scope of work of the proposed subcontract. If the new Subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.
 6. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of the substitution. The Authority's response may approve the request, seek more information, request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in the Authority's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Authority will respond as soon as practicable.
 7. Actual substitution by the Contractor may not be made prior to the Authority's approval. Once notified of the Authority's approval, the substitute subcontract must be executed within five (5) calendar days, and a copy submitted to the Director of Diversity.
- D. The Authority will not approve extra payment for escalated costs incurred by the Contractor when a substitution of Subcontractors becomes necessary in order to comply with the DBE requirements of the contract.

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

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

C. In addition, federal and state laws apply to false representations, deception and fraud:

1. Illinois Law. Under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract. (720 ILCS 5/17-29)
2. Federal Law. False, fraudulent, or deceitful statements made in connection with DBE participation in DOT assisted programs could also result in liability under 49 CFR Part 31, Program Fraud and Civil Remedies and possible prosecution under 18 U.S.C. 1001.

- D. If the Contractor does not pay any Subcontractor listed on a pay request or return a Subcontractor's retainage within the time limits required under the prompt payment provision for federally funded construction contracts and/or non-construction contracts however funded set forth in subsection A of Section IX hereof, the Contractor must pay the Subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the Subcontractor. All agreements between the Contractor and its Subcontractors must provide for interest as set forth herein for all contracts funded with federal funds and/or all non-construction contracts however funded.
- E. If the Contractor does not pay any Subcontractor listed on a pay request within the time limits required under the prompt payment provision for construction contracts funded with non-federal funds set forth in subsection B of Section IX hereof, the Contractor must pay the Subcontractor an additional amount for interest in the amount of two percent (2%) per month on the outstanding balance for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the Subcontractor. All agreements between the Contractor and its Subcontractors must provide for interest as set forth here if the construction contract is funded with non-federal funds.

- F. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

The Contractor agrees to include this assurance in all subcontracts.

- G. The Contractor further agrees to include the following assurance in all of its subcontracts: "The Contractor and Subcontractor shall comply with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-100, et seq.) and the Illinois Public Works Employment Discrimination Act (775 ILCS 5/10/0.01, et seq.) and shall refrain from unlawful discrimination under Illinois law in the performance of this contract. The failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate."

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@ihccbbusiness.net Website: www.ihccbbusiness.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@LACCUSA.com Website: www.LACCUSA.com 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 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: fcurry@wbdc.org Website: www.wbdc.org 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 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>
---	--

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

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

The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (7) seven calendar days of your receipt of a signed contract from the Chicago Transit Authority or prior to any work being performed by the DBE subcontractor.

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

(Name of DBE Firm)

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

(Printed Title)

Date

Phone

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

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

(Name of non-DBE Firm)

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

(Printed Title)

Date

Phone

DBE - SCHEDULE C

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

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

THIS FORM MUST BE SIGNED AND NOTARIZED

DBE AFFIDAVIT

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

I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CTA deems appropriate.

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

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

(Date)

On this _____ day of _____, 20____, the above-signed Officer of

(Name of DBE firm)

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

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

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires:

DBE - SCHEDULE D

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

DBE UTILIZATION PLAN

NAME OF PROJECT / CONTRACT:

REQUISITION NO.:

JOB ORDER NO.:

TOTAL CONTRACT VALUE:

STATE OF:

COUNTY (CITY) OF:

*In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
and duly authorized representative of*

(Title of Affiant)

(Name of Prime Contractor)

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

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

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

(Printed Name of DBE Liaison Officer) (Phone)

(Email)

DBE - SCHEDULE D

PRIME CONTRACTOR AFFIDAVIT THIS FORM MUST BE SIGNED AND NOTARIZED

DBE UTILIZATION PLAN / REQUISITION / JOB NO.:

I hereby acknowledge that I have been advised of the following:

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

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

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

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

Further, I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the CTA deems appropriate.

(Name of Prime Contractor Firm)

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

(Date)

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

On this _____ day of _____, 20____, the above-signed Officer of

(Name of Affiant)

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

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

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires:

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.

FORM F: PROPOSED USE PLAN

Instructions: Please describe below how the Bidder proposes to use the Property. Cover such topics as type of parking use, valet services, plans for improvements, etc. Add additional pages as needed.

FORM G: PROPOSED OPERATIONS AND MAINTENANCE PLAN

Instructions: Please describe below how Bidder proposes to operate and maintain the property in accordance with the proposed use and the requirements of this IFB and the Sample Lease. Add additional pages as needed.



Lease of CTA Property Located Along Chicago Ave., Evanston, IL

SUBJECT PROPERTY LOOKING SOUTH



SUBJECT PROPERTY LOOKING NORTH



APPENDIX B: 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
Chicago, IL 60661-1498

D. Types of Protests and Timing

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

1. Protest regarding solicitation

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

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

2. Protests regarding bid evaluation

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

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

3. Protests Regarding Award of Contract

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

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

E. Authority Response

1. Types of Protests

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

a. Protest regarding solicitation

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

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

b. Protests regarding bid evaluation

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

c. Protests after award

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

2. Decisions by Authority

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

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

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

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

SECTION II – FTA BID PROTEST PROCEDURE

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

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

REQUISITION NUMBER: **B15RG04393**

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. GARAGE KEEPERS LEGAL LIABILITY

\$1,000,000 OCC/AGG

H. PROFESSIONAL LIABILITY

N/A PER CLAIM

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

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

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

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

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



INSURANCE CERTIFICATE OF COVERAGE

Issue Date: _____

Named Insured: _____ RFP#: _____

Specification #: _____

Address: _____
(NUMBER & STREET)

(CITY) (STATE) (ZIP)Project #: _____
Contract #: _____

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

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

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution 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 _____

GROUND LEASE

BETWEEN

**CHICAGO TRANSIT AUTHORITY
a municipal corporation**

AS LANDLORD

AND

AS TENANT

FOR

**That portion of the Chicago Transit Authority Property
located along the West Side of Chicago Avenue
between Kenney Street and Madison Street,**

Evanston, Illinois

TABLE OF CONTENTS

<u>ARTICLE 1 - BASIC LEASE PROVISIONS</u>	1
<u>ARTICLE 2 - DEFINITIONS</u>	4
<u>ARTICLE 3 - PREMISES, TERM, USE & CONDITION OF PREMISES</u>	5
<u>ARTICLE 4 - RENT AND SECURITY DEPOSIT</u>	7
<u>ARTICLE 5 - INSURANCE</u>	8
<u>ARTICLE 6 - DAMAGE BY FIRE OR OTHER CASUALTY</u>	11
<u>ARTICLE 7 - ASSIGNMENT, SUBLEASING</u>	11
<u>ARTICLE 8 - TENANT'S MAINTENANCE</u>	11
<u>ARTICLE 9 - CHANGES AND ALTERATIONS</u>	12
<u>ARTICLE 10 - PUBLIC AUTHORITY AND INSURANCE REQUIREMENTS</u>	13
<u>ARTICLE 11 - DISCHARGE OF LIENS</u>	13
<u>ARTICLE 12 - INDEMNIFICATION</u>	14
<u>ARTICLE 13 - LANDLORD'S RIGHTS OF INSPECTION AND ENTRY</u>	15
<u>ARTICLE 14 - LANDLORD'S ADDITIONAL RIGHTS AND REMEDIES</u>	15
<u>ARTICLE 15 - NO UNLAWFUL OCCUPANCY</u>	16
<u>ARTICLE 16 - DEFAULTS, REMEDIES</u>	16
<u>ARTICLE 17 - DESIGNATED PARKING SPACES</u>	17
<u>ARTICLE 18 - LANDLORD'S CONSENT</u>	18
<u>ARTICLE 19 - SURRENDER OF POSSESSION</u>	18
<u>ARTICLE 20 - QUIET ENJOYMENT</u>	18
<u>ARTICLE 21 - NOTICES</u>	18
<u>ARTICLE 22 - ENVIRONMENTAL COVENANTS</u>	21
<u>ARTICLE 23 - MISCELLANEOUS</u>	22

GROUND LEASE

This GROUND LEASE (the "Lease") made as of this ____ day of _____, 2015, between Chicago Transit Authority, a municipal corporation ("Landlord"), and _____, a(n) _____ ("Tenant"), for the Premises as defined in Article 1 below, located in Evanston, Illinois.

PRELIMINARY STATEMENT

WHEREAS, Landlord owns certain property situated in the City of Evanston, located along the west side of Chicago Avenue between Keeney Street and Madison Street, which property is described in Exhibit "A", attached hereto and made a part hereof.

WHEREAS, Tenant desires to lease such property (hereinafter referred to as the "Premises") from the Landlord for ten (10) years, with one (1) additional and successive option term of ten (10) years, and Landlord desires to lease the same to Tenant.

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein contained, Landlord and Tenant agree as follows:

ARTICLE 1 - BASIC LEASE PROVISIONS

- A. PREMISES: That portion of the Chicago Transit Authority property located along the west side of Chicago Avenue between Keeney Street and Madison Street, Evanston, Illinois, as set forth on Exhibit A attached hereto.
- B. LANDLORD: Chicago Transit Authority, a municipal corporation (CTA)
- C. LANDLORD'S ADDRESS: Manager, Real Estate
Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
- D. TENANT: _____
- E. TENANT'S ADDRESS: _____

- F. TENANT'S USE: To allow the parking of up to fifty (50) motor vehicles in designated parking spaces on the Premises, and the right to use the Licensed Premises for ingress and egress for parking and maintenance purposes. Parking shall be limited in use to public, private, and valet parking only.

- G. TENANT'S PREMISES: Parking Lot
(e.g., store no. apt. no.)
- H. NET RENTABLE AREA: Approximately 24,800 square feet
- I. DATE OF LEASE: _____
(to be completed by Landlord)
- J. COMMENCEMENT DATE: _____

The anticipated Commencement Date is _____, 2015. However, in the event of a delay in the Commencement, Date of the Lease, the Termination Date will be adjusted by the same number of days that the Commencement Date was delayed. Furthermore, in the event the Lease does not commence within 12 month from the date of execution by the Landlord for any reason, the Lease will automatically terminate.

- K. LEASE TERMINATION DATE: _____, 2025 (unless extended)

- L. TERM OF LEASE: Ten (10) years beginning on the Lease Commencement Date and ending on the Lease Termination Date (unless later extended or sooner terminated pursuant to the Lease).

- M. OPTIONS: 1 10 years
(number (Years of each
of options) option)

- N. FIRST YEAR'S NET ANNUAL RENT: \$ _____ (\$ _____/month)

- O. NET ANNUAL FIXED RENT PAYMENT TERMS: Rent shall be paid monthly, in advance.

- P. YEARLY NET ANNUAL RENTAL INCREASE: 3%, as noted in Article Four

- Q. SECURITY DEPOSIT: \$ _____ (1/12th of First Year's Annual Net Annual Rent)

- R. UTILITIES TO BE PAID BY TENANT: Electricity for lighting in and around the Premises at Tenant's cost, and paid directly by Tenant to the service provider.

- S. UTILITIES TO BE PAID BY LANDLORD: None
- T. COST OF TENANT IMPROVEMENTS: Paid for by Tenant
- U. TENANT IMPROVEMENTS: Installation of sewer/drainage facilities (to the extent necessary), asphalt paving and striping, bumper guards, lighting fixtures, and fencing and any other parking requirements required from time to time by the City of Evanston ordinance or regulation.
- V. EXHIBITS: Exhibit A – Premises
- W. PAYMENT OF RENT. See Article Four
- X. INSURANCE: See Article Five and Exhibit B
- Y. ASSIGNMENT: See Article Seven

NOTE: LEASE MUST BE SIGNED BY TENANT(S). SEE WHERE INDICATED FOLLOWING ARTICLE 23.

ARTICLE 2 - DEFINITIONS

Section 2.01 Definitions. The following items shall have the meanings indicated:

Adjacent Facilities - any sidewalks, grounds, areas, vaults, basements, chutes, sidewalk hoists, railings, gutters, water and sewer connections, streets, alleys and curbs, parking areas, malls, passageways and any other property immediately adjacent to or appurtenant to the Premises.

Claims - any and all actions, proceedings, claims, damages, demands, penalties, loss, costs and expenses, including reasonable attorneys', witnesses' and consultants' fees, arising out of or in connection with a specified matter.

Commencement Date - as defined Subsection 3.01.1.

CTA - Chicago Transit Authority, a municipal corporation, its successors and assigns.

Default Rate - as defined in Section 23.02.

Environmental Laws - as defined in Section 22.01.

Event of Default - as defined in Section 16.

Hazardous Material - as defined in Section 22.01(b).

Indemnatee - a collective term for the partners, shareholders, directors and officers, representatives, employees and agents of a designated party (or each designated party, as the case may be), and the shareholders, directors, officers, employees and agents of any such partner.

Lease Year - A Lease Year shall be deemed to be the twelve (12) month period commencing upon the Commencement Date through and including the day before the one (1) year anniversary of the Commencement Date, and every twelve (12) month period thereafter.

Lien - as defined in Section 11.01.

Net Annual Rent - as stated in Article 4.

Notice - as defined in Section 21.01.

Notice of Intent to Terminate - as defined in Section 16.02.

Operating Expenses - Tenant shall directly pay for all costs, expenses and disbursements of every kind and nature in connection with the maintenance, replacement, operation, management and repair of the Premises and Tenant Improvements and of the personal property owned by Tenant located thereon or used in connection therewith, including insurance and utility expenses, as required pursuant to this Lease or by law.

Premises - as defined in Section 3.01.

Related Entity - any parent, subsidiary, or successor of the Tenant.

Rental - as defined in Article Four 4.

Requirements of Public Authorities and Insurance Underwriters and Policies - as defined in Section 10.01.

Taxes - all federal, state and local governmental taxes, assessments, and charges of every kind or nature, whether general, special, ordinary or extraordinary, payable in connection with the ownership, management, operation, maintenance, rental, replacement and repair of the Premises and Improvements or of the personal property owned by the Tenant located therein or used in connection therewith (including any leasehold or similar taxes levied in lieu of or in addition to general and/or personal property taxes). Tenant shall pay any taxes, assessment, and charges directly to the County Assessor or other governmental body which imposed the taxes, assessments or other charges. Taxes shall not include any federal or state inheritance, general income, franchise, gift or estate taxes of Landlord.

Tenant Improvements - all improvements constructed or placed on the Premises by or on behalf of Tenant, including those described in Article 1(U) hereinabove and any subsequently added improvements.

Term - as defined in Subsection 3.01.

Transportation Purposes - where operational needs (repairs, etc.) of CTA right of way requires use of the Premises.

Unavoidable Delays - delays due to strikes, lockouts, acts of God, inability to obtain labor or materials due to strikes and lockouts, enemy action, civil commotion, fire unavoidable casualty or other similar or dissimilar causes beyond the control of Tenant.

Section 2.02 References. Except as otherwise specifically indicated, all references to Article, Section and Subsection numbers refer to Articles, Section and Subsections of this Lease and all references to Exhibits refer to the Exhibits attached hereto. The words "herein", "hereof", "hereunder", "hereinafter" and words of similar import refer to this Lease as a whole and not to any particular Article, Section or Subsection hereof. Unless expressly stated to the contrary, reference to any Article includes all of the Sections contained therein, and reference to any Article includes all of the Sections contained therein and reference to any Section includes the Subsections contained therein. The terms "include" and "including" shall be construed as if followed by the phrase "without being limited to."

ARTICLE 3 - PREMISES, TERM, USE & CONDITION OF PREMISES

Section 3.01 Premises & Term. Landlord does hereby demise and lease to Tenant, and Tenant does hereby hire and take from Landlord, that certain land (collectively, the "Premises") stated in Article 1(A). The term of the Lease shall be for the period stated in Article 1(L) (the "Term"), which term shall begin on the date stated in Article 1(J) (the "Commencement Date"). The Term shall end on the date stated in Article 1(K) of the Lease unless the Term shall be sooner terminated or later extended as hereinafter provided.

Section 3.02 Use. Tenant shall use the Premises only for the purpose stated in Article 1(F) of the Lease and for no other purpose whatsoever without the prior written consent of the Landlord. Tenant shall not use the Premises for any unlawful purposes, and Tenant shall obtain

all licenses and permits necessary to use the Premises for Tenant's use described in Article 1(F); provided, however, that in the event Tenant's use is prohibited by any governmental authority, regulation, ordinance, code or law, or Tenant's access to the Premises is prohibited by any governmental authority, regulation, ordinance, code or law, Tenant shall be permitted to terminate this Lease immediately, and Landlord and Tenant shall have no further obligations to each other hereunder; provided, however, that Tenant shall be entitled to the prompt return of the balance of the Security Deposit.

Section 3.03 Condition of the Premises. Landlord has made the Premises available for Tenant's inspection and Tenant has heretofore inspected the Premises to the extent Tenant deemed necessary. Landlord warrants and represents that there are no hidden defects on the Premises, and in consideration of such warranty and representation, Tenant shall be conclusively deemed to have accepted the Premises "as is" and in the condition existing on the Commencement Date, and to have waived all claims related to the condition of the Premises. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises or any improvements located thereon has been made by or on behalf of Landlord to Tenant, except as stated in this Lease.

Section 3.04 Option to Extend Term. Provided Tenant is in possession of the Premises, is not then in default under the Lease, Tenant shall have the option to extend the Lease for one (1) additional ten year option. Said option(s) shall be exercised by written notice from Tenant to Landlord not later than six months prior to the expiration of the Term.

Section 3.05 Landlord's Right to Suspend. Landlord shall have the right to temporarily suspend Tenant's possession of all or any portion of the Premises upon prior written Notice to Tenant if the Premises are needed for emergency operational purposes or for the purpose of making necessary repairs, replacements, improvements or maintenance to all or any part of the elevated rapid transit structure and appurtenances thereto. The suspension of Tenant's possession of the Premises shall only be as long as reasonably necessary to accomplish Landlord's aforementioned repairs. The occurrence of an event requiring such access, or other need for such access, shall be determined solely by the Landlord; provided, however, that Landlord shall exercise reasonable discretion at all times. The Landlord shall not be liable or responsible to Tenant for any loss suffered by Tenant as a result of such access or work done during such access, unless such loss results from the negligence or willful misconduct of Landlord, and Tenant shall not claim an eviction, constructive or otherwise, as a result of such access. In the event such access is required, Tenant shall remove, or cause to be removed, at the request of the Landlord, all automobiles, vehicles, equipment and other things which the Landlord require the Tenant to remove within a reasonable period of time after such request. Rental shall abate and all of Tenant's maintenance obligations shall cease during the period that Tenant's possession of the premises is suspended, and Tenant shall be reimbursed for full amount of any abated Net Annual Rent within ten days after the end of each calendar month in which there is abated Rent.

Section 3.05 Landlord's Right to Terminate. Landlord shall have the right to terminate this Lease as to all or a portion of the Premises upon one hundred and eighty (180) days prior written Notice to Tenant if the Premises are needed for operational or transportation purposes, provided that, in the event all or a portion of the Premises are needed for an emergency purpose by Landlord, Landlord shall not be required to give Tenant any notice and further provided that Landlord's entrance onto or use of the Premises pursuant to Article 13 hereof shall not cause this Lease to terminate. Prior to complete termination of the Lease, Landlord shall use its best efforts to provide a continued means of vehicular and/or pedestrian access to

Tenant's property. Tenant shall not receive compensation or damages, of any kind, from Landlord because of Landlord's termination of the Lease but rent and other charges shall abate to the extent of termination of the Lease. Landlord will notify Tenant when Landlord has completed its use of the Premises. If the Landlord's use of the Premises for operational or transportation purposes ceases prior to the end of the original lease term, Tenant shall have the option to reinstate the Lease, upon written notice to Landlord within 60 days after the Landlord has notified Tenant that it has completed its use of the Premises, under the same terms and conditions, until the end of such Lease term. Notwithstanding anything contained in this Lease to the contrary, Landlord shall be responsible, at Landlord's sole cost and expense, for the repair of any damage to the Premises caused by Landlord during any termination of Tenant's access to the Premises.

ARTICLE 4 - RENT AND SECURITY DEPOSIT

Section 4.01 Net Annual Rent

Section 4.01.1 How Paid. Tenant shall pay to Landlord at the place specified for Notices to Landlord, or such other place, or to such other person, firm or corporation and at such other place as shall be designated from time to time by Notice from Landlord, a Net Annual Rent (the "Net Annual Rent") determined as hereinafter provided. The Net Annual Rent shall be paid upon the first day of month in advance, beginning with the Commencement Date.

Section 4.01.2 First Year of Term. The amount of the Net Annual Rent shall be the amount stated in Article 1(N) of the Lease.

Section 4.01.3 Subsequent Periods - Amount. Effective on _____, 2015 and each subsequent anniversary date of the Commencement Date of the lease during Lease years and option years, two through ten, the Net Annual Rent shall be adjusted by 3% annually.

Section 4.01.4 Initial Rent Payment. Tenant's obligation to pay rent shall commence on the Commencement Date as specified under Article 1(J) of the lease.

Section 4.02 Form of Payment. Net Annual Rent shall be paid in such United States of America check, coin or currency as at the time of payment shall be legal tender for the payment of public and private debts.

Section 4.03 Security Deposit. To secure the faithful performance by Tenant of all covenants, conditions and agreements in this lease set forth and contained on the part of the Tenant to be fulfilled, kept, observed and performed including, but without limiting the generality of the foregoing, such covenants, conditions and agreements in the Lease which become applicable upon termination of the same by re-entry or otherwise, Tenant has deposited with Landlord the Security Deposit stated in Article 1(Q) of the Lease in the form of a Certified or Cashier's Check made payable to the Landlord. Said Security Deposit may be applied to the curing of any default that then may exist, without prejudice to any other remedy or remedies which the Landlord may have on account thereof. Upon such application of the Security Deposit, Tenant shall within five days after notice pay Landlord the amount so applied which shall be added to the remaining portion of the Security Deposit so the same may be restored to its original amount. Landlord, or its successor, shall not be obligated to hold said Security Deposit as a separate fund and may commingle the sum with its other funds. In the event the Tenant shall faithfully fulfill, keep, perform and observe all of the covenants, conditions and

agreements in the Lease set forth and contained on the part of the Tenant to be fulfilled, kept, performed and observed, the sum deposited or the remaining part or portion thereof not previously applied, shall be returned to Tenant without interest no later than thirty days after the expiration of the Term of the Lease or any renewal or extension thereof, provided Tenant has vacated the Premises and surrendered possession thereof to the Landlord at the expiration of said Term or any extension or renewal thereof as provided herein.

Section 4.04 Other Sums. Tenant shall also pay all sums, costs, and expenses which Tenant, in any of the provisions of this Lease, assumes or agrees to pay, and, upon any nonpayment of any said items, and in addition to all other rights and remedies, Landlord shall have all the rights and remedies provided for herein or by law in the case of non-payment of rent. Tenant shall pay any such sums, costs, and expenses directly to the entity that imposed the charge. In the event Landlord pays such charge on behalf of Tenant, Tenant shall reimburse Landlord within 30 days of receipt of an invoice therefor.

Section 4.05 Absolutely Net. It is the purpose and intent of Landlord and Tenant that the Net Annual Rent shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Net Annual Rent and that all costs and expenses and obligations of every kind and nature whatsoever relating to the Premises, whether now existing or hereafter arising or whether beyond the contemplation of the parties, including but not limited to leasehold taxes and Operating Expenses, except costs and expenses and obligations that result from Landlord's use of the Premises, shall be paid on a timely basis by Tenant.

Section 4.06 No Offset. All of the amounts payable by Tenant pursuant to this Article 4 including Net Annual Rent, taxes and Operating Expenses, if any, and all other sums, costs, expenses, charges, payments and deposits which Tenant, pursuant to any other provision of this Lease, assumes or agrees to pay shall constitute rent under this Lease, and are collectively called "Rental". All Rental shall be paid as provided herein, without notice or demand, and without abatement, deduction, counterclaim or set-off, except as otherwise provided in this Lease.

Section 4.07 Late Charges. If any payment of any Rental shall become overdue beyond the date on which it is due and payable, taking into account applicable cure periods, if any, the amount thereof shall bear interest at the Default Rate until paid, payable by Tenant on demand.

ARTICLE 5 - INSURANCE

Section 5.01 Required Insurance. Tenant, at its sole cost and expense, shall maintain at all times during the term of this Lease, policies of insurance for the mutual benefit of Landlord and Tenant as set forth in Exhibit A:

Tenant shall also procure such other insurance in such amounts as may from time to time be reasonably required by Landlord against other insurable hazards that are at the time commonly insured against in the case of real property similarly situated.

Section 5.02. All policies of insurance under Article 5 shall be written by companies reasonably satisfactory to Landlord and licensed to do business in the State of Illinois and shall name Landlord as an additional insured and have a financial rating of at least B+ as rated in the most recent edition of Best's Insurance Reports. Prior to the Commencement of the Term, Tenant shall deliver to Landlord insurance certificates and policies together with receipts or

other evidence that the premiums thereon have been paid for the Term of this Lease. Each policy of insurance under Article 5 shall bear an endorsement that such policy shall not be canceled or modified without at least sixty (60) days prior written notice to Landlord. Tenant shall deliver to Landlord any renewal or replacement policy at least 60 days before the expiration or other termination of an existing policy.

Section 5.03. Tenant shall not carry separate insurance concurrent in form or contributing in the event of loss with that required by this Lease unless Landlord is included therein as an insured with loss payable as provided in this Lease.

Section 5.04. Tenant shall perform and satisfy all reasonable requirements of the companies writing any insurance policies referred to in this Lease so that at all times companies of good standing reasonably satisfactory to Landlord shall be willing to write such insurance.

Section 5.05. Whenever: (a) any loss, cost, damage or expense resulting from fire or other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through or under it, in connection with the Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, that the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case when the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the cause of increased cost the other party shall have the right, within 30 days following written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

Section 5.06. If Tenant fails or refuses to procure or to maintain insurance as required by this Lease or fails or refuses to furnish Landlord with the required evidence that the insurance has been procured and is in full force and the premiums paid for within thirty (30) days of written request for such evidence, Landlord shall have the right, at Landlord's election and without notice, to procure and maintain such insurance. The premiums paid by Landlord shall be treated as additional Rental due from tenant with interest at the rate of twenty percent (20%) per annum or the maximum rate permitted by law, to be paid on the first date of the month following the date on which the premiums were paid.

Section 5.07. Prior to commencing activities on the premises, Tenant's Contractors shall obtain and maintain in full force and effect throughout the construction process, the following insurance policies and furnish the Authority with certified copies thereof:

(a) Workers Compensation - insurance to the extent of statutory requirements. Employee's liability limits of up to One Million (\$1,000,000) Dollars per occurrence; per employee for disease; and, in the aggregate for disease. An accord certificate, evidencing coverage, must be submitted prior to commencement of work.

(b) Commercial General Liability with coverage limits of \$2,000,000 per occurrence and \$2,000,000 general aggregate limit for bodily injury, death and property damage occurring on and about the Premises or Adjacent Facilities. The Landlord must be named as an additional insured by endorsement ISO Form CG2037 or its equivalent and the insurance carrier must have a B+ or better rating in the current A.M. Best Guide.

(c) Automobile Liability - with coverage limits of \$1,000,000.00 combined single limits (CSL). The insurance carrier must have a B+ or better rating in the Current A.M. Best Guide.

(d) Railroad Protective Liability with coverage limits of \$2,000,000 per occurrence and \$6,000,000 aggregate limits for bodily injury or property damage. The Landlord shall be listed as a named insured on this policy. This insurance coverage is for construction within 50 feet of the railroad. The insurance carrier must have a B+ or better rating in the current A.M. Best Guide.

Section 5.08. Tenant agrees to comply with, and to require any and all of Tenant's contractors to comply with, all reasonable requirements of the Landlord's insurance carriers and policies.

Section 5.09 Premiums: Certificates Certificates of insurance and insurance policies required hereunder shall be delivered to Landlord and Landlord shall be named as an additional insured in the policies described in Section 5.01 (a) and (c) above. Each policy of insurance required under this Article 5 shall have attached thereto an endorsement that such policy shall not be canceled or materially modified without at least sixty (60) days prior written notice to Landlord and, if required, to any Leasehold Mortgagee

Submission of certificates of insurance and certified copies of each such policy shall be delivered to Landlord and the addresses set forth below (or any other further addresses designated by the Landlord pursuant to written notice):

Manager, Real Estate
Chicago Transit Authority
567 W. Lake Street
Chicago, Illinois 60661

and

General Counsel
Chicago Transit Authority
567 W. Lake Street
Chicago, Illinois 60661

Section 5.10 Blanket Insurance. Any insurance provided for in this Article 5 may be effected by a policy or policies of blanket or umbrella insurance; provided, however, that the amount of the total insurance allocated to the Premises shall be sufficient as to furnish in protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the other provisions of the Lease.

Section 5.11 Waiver of Subrogation. Each policy of insurance provided for in the Article 5 shall contain, to the extent appropriate and available without additional premium, a waiver of subrogation reflecting the following provisions of this Section 5.11. Tenant hereby expressly waives all rights of recovery which it might otherwise have against Landlord and its Indemnatee for loss or damage to person, property or business to the extent that such loss or damage is covered by valid and collectible insurance policies, notwithstanding that such loss or damage may be caused by the negligent act or omission of any of the parties described in the Section 5.11 other than tenant.

ARTICLE 6 - DAMAGE BY FIRE OR OTHER CASUALTY

Section 6.01 Damage or Destruction. If all or any portion of the Tenant Improvements are damaged or destroyed by fire or other casualty, Tenant shall be obligated to restore the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction, and may use all available proceeds of insurance for such purpose. Any insurance proceeds in excess of the cost of restoration shall be the property of Tenant.

Section 6.02 No Abatement. Except as otherwise provided in this Lease, no destruction or damage to the Tenant Improvements shall permit Tenant to surrender this Lease, or shall relieve Tenant from its liability to pay the full Rental due under this Lease, provided such damage or destruction does not result from Landlord's gross negligence or willful misconduct.

ARTICLE 7 - ASSIGNMENT, SUBLEASING

Section 7.01 Assignments and Subleases. Except with respect to any assignment, sublet or transfer to a Related Entity, Tenant shall not assign this Lease or its interest in the Premises, or make effect any sublease respecting the Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld. Any transfer or transfers of shares or interests that in the aggregate comprise a majority or controlling number of the outstanding shares or interests of Tenant, or that result in a transfer of the controlling interest in Tenant, shall be deemed an assignment by Tenant of this Lease, except with respect to a Related Entity. Tenant shall not allow or permit any transfer of this Lease or any interest under this Lease by operation of law or convey, mortgage, pledge or encumber this Lease or any interest under this Lease. Any attempted action by Tenant in violation of the provisions of this Article 7 shall be void.

Tenant agrees that if it subleases or assigns or otherwise transfers this Lease at an amount greater than what it is required to pay under this Lease, the excess Rental amount shall belong to Landlord.

Section 7.01.1 Release of Liability. No assignment or transfer of this Lease by Tenant consented to by Landlord shall be effective, unless the assignee or transferee shall, at the time of such assignment or transfer, assume all the terms, covenants and conditions of this Lease thereafter to be performed by Tenant and shall agree to be bound thereby. Notwithstanding such assignment or transfer or the acceptance by Landlord from such assignee of any rent or other monies or other performance of the obligations of Tenant hereunder, except with respect to an Association Transfer, Tenant shall remain liable and obligated as a principal (and not as a surety or guarantor) to perform all the terms, conditions, obligations and covenants, including the payment of rental and other monies, herein provided to be performed by Tenant.

ARTICLE 8 - TENANT'S MAINTENANCE

During the Term, Tenant, at its sole cost and expense, shall keep and maintain the Premises, including any driveways, in good order, condition and repair and in accordance with all Requirements, and shall promptly and adequately repair all damages to any of the foregoing; provided, however, that Tenant shall be given an extension of time in the event of any Unavoidable Delay. If Tenant fails to perform any of its obligations set forth in this Article 8, Landlord shall have the right but not the obligation to perform the same in accordance with

Article 14.

ARTICLE 9 - CHANGES AND ALTERATIONS

Section 9.01 Conditions to Alterations. Tenant shall not demolish, replace or materially alter the Premises or any part thereof, whether voluntarily or in connection with a repair or restoration required by this Lease, unless Tenant shall comply with the following requirements:

Unless agreed to in writing by Landlord, the Tenant Improvements are limited to those improvements set forth in Article 1(U) of this agreement.

(a) No improvements shall be undertaken until Tenant has procured and paid for, so far as the same may be required from time to time, all permits, licenses and authorizations pursuant to Requirements. Landlord, if required, shall join in the application for any such permit, license or authorization. Tenant shall deliver copies of all required permits, licenses and authorizations to Landlord prior to the commencement of work on any Tenant Improvement. Any Tenant Improvement shall comply with any and all applicable Requirements and Environmental Laws.

(b) Any Tenant Improvements shall be made promptly (Unavoidable Delays excepted) and in a good and workmanlike manner and in compliance, in all material respects, with applicable Requirements.

(c) The cost of any Tenant Improvements shall be paid by Tenant in cash or its equivalent, or pursuant to valid and effective waivers of lien so that at all times the Premises shall be free of Liens. Notwithstanding anything to the contrary contained in this clause (c), Tenant shall have the right to have any such claim for Lien discharged by deposit, bond proceedings or obtaining title insurance over such Lien as provided in Section 11.02.

(d) No Tenant Improvements shall be undertaken until Tenant shall have delivered to Landlord Insurance certificates and policies therefore issued by responsible Insurers, for workers compensation Insurance in statutory amounts, and covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord, Tenant or the Premises, and unless the liability insurance then in effect with respect to the insurance expressly covering the additional hazards resulting from the Tenant Improvement and work thereon with limits not less than those, and otherwise subject to the same conditions and requirements, set forth in Article 5.

(e) No Tenant Improvements shall be undertaken until Tenant shall have delivered to Landlord Tenant's plans and specifications therefore for Landlord's review and approval, which shall not be unreasonably withheld or delayed. Any material change to such plans and specifications shall first be submitted to Landlord for review and approval, which shall not be unreasonably withheld.

(f) Tenant Improvements shall at all times include access lanes for fire trucks and other emergency vehicles in accordance with all applicable Requirements, including, without limitation, the requirements of the Evanston Fire Department.

(g) Tenant Improvements shall include adequate site lighting for which Tenant shall

furnish electricity at no cost to Landlord.

(h) Unless otherwise noted in this lease all Tenant Improvements shall remain the property of the Tenant until the termination of this lease.

Tenant covenants to install in the Premises the Tenant Improvements specified in Article 1 (U) of the Lease.

ARTICLE 10 - PUBLIC AUTHORITY AND INSURANCE REQUIREMENTS

Section 10.01 Compliance. During the Term, Tenant at its own cost and expense, promptly shall comply in all material respects with:

(A) any and all present and future laws (including the common law), rules orders, ordinances, regulations, judgments statutes and requirements, irrespective of the nature of the work required to be done, extraordinary as well as ordinary, of federal, state, local, city, county, or other governmental, public or quasi-public authorities now existing or hereafter created, and of any and all of their departments and bureaus, and of any applicable Fire Rating Bureau, or other body exercising similar functions, to or affecting the Premises or the Tenant Improvements or the condition, equipment, maintenance, use of occupation of the Premises or the Tenant Improvements, whether or not the same involve or require any change or additions in or to the Premises or the Tenant Improvements, and irrespective of whether or not such changes or additions be required on account of any particular use to which the Premises or the Tenant Improvements, or any part thereof, may be put, and;

(B) any and all provisions and requirements of any fire, liability or other insurance policy carried by Tenant under the provisions of this Lease.

(The provisions of subsections (A) and (B), above, collectively are referred to in the Lease as the "Requirements".)

Section 10.02 Contests. Tenant shall, at its own costs and expense, have the right to contest the validity of any Requirements or the application thereof. During such contest, compliance with any such contested Requirements may be deferred by Tenant, provided, however that Tenant shall promptly comply with any such Requirements (and compliance shall not be deferred) if at any time the Premises or the Tenant Improvements, or any part thereof, shall be in danger of being forfeited or lost, or if Landlord shall be in danger of being subjected to civil or criminal liability or penalty, or there if claimed to be a default under any Leasehold Mortgage, by reason of noncompliance therewith, or if such deferral creates an imminent and substantial endangerment to health or the environment Landlord agrees that it will cooperate with Tenant in any such contest to such extent as Tenant may reasonably request, it being understood, however, that Landlord shall not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant, and Tenant covenants to indemnify and save Landlord harmless from Claims arising out of or in connection with such activities.

ARTICLE 11 - DISCHARGE OF LIENS

Section 11.01 No Liens. Tenant shall not create or permit to be created or to remain, and shall discharge (as provided in Section 11.02), any lien, encumbrance or charge levied on

account of any mechanic's, laborer's or materialman's lien, conditional sale, title retention agreement or chattel mortgage, or otherwise (collectively, a "Lien") which might be or become a lien, encumbrance or charge upon the Premises, and Tenant Improvements or any part thereof which is not permitted by the terms of this Lease.

Section 11.02 Discharging Liens. If any Lien shall at any time be filed against the Premises or any part thereof, within 30 days after notice of the filing thereof, Tenant shall cause the same to be discharged which may be accomplished by release of record, or by deposit, bonding proceedings or obtaining title insurance over such lien. If Tenant shall fail to cause such Lien to be discharged within the period aforesaid, then Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due to by procuring the discharge of such Lien by deposit or by bonding proceedings, or by obtaining title insurance and in any such even Landlord shall be entitled if Landlord so elects, to compel the prosecution of an action for the foreclosure of such Lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by the Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the Default Rate, shall be paid by Tenant to Landlord on demand.

ARTICLE 12 - INDEMNIFICATION

Section 12.01 Indemnification of Landlord. In addition to any other indemnification obligations provided for in this Lease (except where expressly stated otherwise), and except as arising from Landlord's negligence or willful misconduct, Tenant agrees to indemnify, defend and forever hold harmless Landlord and Landlord's successors, assigns, officers, directors, agents and employees against and from all liabilities, claims, liens, obligations, lawsuits, causes of action, fines, penalties, damages, losses, fees, costs and expenses, including reasonable attorney's fees (referred to collectively herein as "Indemnification Costs") that may be imposed upon, incurred by or asserted against the Landlord and/or Landlord's successors, assigns, officers, directors, agents, and employees arising from or in connection with this Lease including but not limited to any of the following: the violation by the Tenant of any of the provisions of this Lease past any applicable cure periods under the Lease; any injury to any person, loss of life, or loss or destruction of property, (including but not limited to vehicles) on the Premises, Adjacent Facilities and Tenant Improvements, or any part thereof; any use, non-use, possession, occupation, operation, alteration, repair, condition, maintenance or management of the Premises, Adjacent Facilities and Tenant Improvements or any part thereof; and any act or failure to act by Tenant or any of Tenant's successors, assigns, officers, directors, agents, employees, contractors (including but not limited to subcontractors of any tier), suppliers, laborers, subtenants, licensees or invitees.

Section 12.02 Tender of Defense. Landlord will promptly notify Tenant in writing of any Indemnification Costs which Landlord reasonably believes to be covered by the Tenant's indemnity and defense obligations under this Article 12 or any other provisions of this Lease. If Tenant does not accept in writing the foregoing tender of defense within thirty (30) days after receipt of notice from Landlord, Landlord may retain its own counsel and present its own defense and in such case, Tenant shall pay (in addition to any Indemnification Costs), all costs, attorneys' fees and expenses incurred by Landlord in defending such liability, claim, lien, obligation, lawsuit or cause of action; provided that Tenant retains all rights it has under law to dispute Landlord's indemnification claim.

Section 12.03 Survival. The provision of this Article 12 and the provisions of all other indemnity provisions elsewhere contained in this Lease shall survive any termination of the

Lease.

ARTICLE 13 - LANDLORD'S RIGHTS OF INSPECTION AND ENTRY

Section 13.01 Landlord's Right of Inspection and Entry. During the Term, Landlord shall have the right at all times to enter and have access to the Premises:

- (a) For purposes of inspection, testing and analysis to determine Tenant's compliance with this Lease, any Requirements or any Environmental Laws;
- (b) in the event of any Default by Tenant, for purposes of curing such Default, in all cases after the expiration of any applicable cure periods;
- (c) In the event of an emergency in the Premises which requires, in Landlord's reasonable discretion, that Landlord have access to the Premises; and
- (d) In the event of an occurrence concerning the Landlord's transportation system (including, but not limited to, any emergency or needed repairs, maintenance or inspections) or for safety reasons, any of which requires Landlord to have access to the Premises. The occurrence of an event requiring such access shall be determined solely by the Landlord, and the Landlord shall be provided such access at any time required by the Landlord. Landlord shall not be liable or responsible to Tenant for any loss suffered by Tenant as a result of such access or work done during such access and Tenant shall not claim an eviction, constructive or otherwise, as a result of such access. If Tenant is unable to operate in the Premises during such access, all Rental shall abate until Tenant may again operate its business in the Premises.
- (e) Landlord's rights under this Article 13 may be exercised on its behalf by any authorized representatives of Landlord; provided, however, that Landlord shall provide Tenant with notice of the identity of any authorized representatives prior to such exercise of Landlord's rights.

ARTICLE 14 - LANDLORD'S ADDITIONAL RIGHTS AND REMEDIES

Section 14.01 Landlord's Right to Pay or Perform. If at any time Tenant shall fail to maintain or deliver any of the insurance policies provided for herein, or shall fail to make any other payment or perform any other acts on its part to be made or performed, and all provided cure periods, if any, afforded in the event of such failure have expired and such failure shall then continue, then upon thirty (30) days prior Notice to Tenant (of with Notice in case of any emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in the Lease. Landlord may (but shall be under no obligation to):

- (a) secure and maintain any of the insurance policies provided for herein, or
- (b) make any other payment or perform any other act on Tenant's part to be made or performed under this Lease and may enter upon the Premises or Tenant Improvements for the purpose and take all such action thereon as may be necessary therefore.

Section 14.02 Amounts Payable by Tenant. Tenant shall pay to Landlord within thirty (30) days of being provided copies of all bills for such sums paid by Landlord under Section 14.01, including all reasonable costs and expenses arising in connection with the performance

of any act taken under Section 14.01, together with the interest thereon at the Default Rate from the respective dates of payment incurring for each such cost and expense until paid.

ARTICLE 15 - NO UNLAWFUL OCCUPANCY

Section 15.01 Tenants shall not use or occupy, nor permit or suffer, the Premises or any part thereof to be used or occupied for any unlawful or illegal business, use of purpose, nor for any purpose or in any way in violation of the certificate of occupancy for the Improvements or of any present or future requirements, or that would constitute a public or private nuisance or waste. Tenant covenants that, immediately upon discovery of any such unlawful or illegal use, it shall take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove any subtenants, occupants or other persons causing or giving rise to such unlawful or illegal use.

ARTICLE 16 - DEFAULTS, REMEDIES

Section 16.01 "Event of Default" Defined. Each of the following shall be an "Event of Default":

- (a) Tenant's failure to pay any installment of Net Annual Rent when due and the continuance of such failure for a period of five days;
- (b) Tenant's failure to pay any other payment of money, costs or expenses to be paid by Tenant under this Lease, when due and the continuance of such failure for a period of five (5) days;
- (c) Tenant's failure to observe or perform one or more of the other terms, conditions, covenants or agreements of this Lease, and the continuance of such failure for a period of five days and the continuance of such failure for a period of five days; provided, however, that such cure period shall be extended if any cure cannot reasonably be performed within such five day period as long as Tenant diligently pursues such cure to completion. Landlord will use its best efforts to give Tenant notice of default under this subsection (c) whenever possible;
- (d) Filing or execution or occurrence of:
 - (1) A petition in bankruptcy by or against Tenant;
 - (2) A petition or answer by or against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of any bankruptcy act;
 - (3) Adjudication of Tenant as a bankrupt or insolvent (either in bankruptcy or equity sense);
 - (4) An assignment by Tenant for the benefit of creditors;
 - (5) A petition or other proceeding by or against Tenant for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to the Premises or with respect to all or substantially all of Tenant's property which is not dismissed within ninety (90) days; or

- (6) A petition or other proceeding by or against Tenant for its dissolution or liquidation or the taking of possession of Tenant's property by any governmental authority in connection with dissolution or liquidation which is not dismissed within ninety (90) days;
- (e) Entry of an order, judgment, or decree by any court of competent jurisdiction granting any prayer or demand contained in any petition under Subsection 16.01(d), (1), (2), (5) or (6); or
- (f) Taking by any person of Tenant's interest in this Lease upon execution, attachment or other process of law or equity; or
- (g) Tenant's failure to comply with any Requirement for thirty (30) days and the continuance of such failure for a period of thirty (30) days, including, without limitation, any obligations of Tenant set forth in this Lease with respect to Environmental Laws, except as otherwise provided in this Lease; or
- (h) Tenant's release or disposal of any Hazardous Material in, on or at the Premises.

Section 16.02 Termination. If an Event of Default shall occur, Landlord at its option at any time thereafter may give Notice to Tenant (a "Notice of Intent to Terminate") stating that this Lease shall expire and terminate on the date specified in such Notice, and upon the date specified in such Notice this Lease, the Term hereunder, and all rights of Tenant shall expire and terminate as if that date were the date herein definitely fixed for the termination of the Term, and Tenant shall quit and surrender the Premises, but Tenant shall remain liable as hereinafter provided.

Section 16.03 No Waiver. No failure by Landlord to insist upon the strict performance of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other than existing or subsequent breach thereof.

Section 16.04 Cumulative Remedies. Landlord's right to terminate this Lease shall not be exclusive of, but shall be cumulative and in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies in equity or by statute or otherwise.

Section 16.05 Rental as Lien. The Rental hereunder and each and every installment thereof shall be and they hereby are declared to constitute a valid lien upon the interest of Tenant in this Lease.

ARTICLE 17 - DESIGNATED PARKING SPACES

Tenant shall limit the parking of automobiles on the Premises to fifty (50) vehicles and

designate only fifty (50) parking spaces on the Premises by clearly marking, with painted lines, such parking spaces. Boats, trailers, and/or RV's shall not be parked on the Premises.

The regular parking of more than fifty (50) vehicles on the Premises, and/or the marking with painted lines of more than fifty (50) parking spaces shall be a violation of the lease and a default of this lease on the part of the Tenant.

ARTICLE 18 - LANDLORD'S CONSENT

It is understood and agreed that the granting of any consent by Landlord to Tenant to perform any act of Tenant requiring Landlord's consent under the terms of this Lease, or the failure on the part of Landlord to object to any such action taken by Tenant without Landlord's consent, shall not be deemed a waiver by Landlord or its rights to require such consent for any further similar act by Tenant, and Tenant shall secure such consent for each and every happening of the event requiring such consent, and shall not claim any waiver on the part of Landlord of the requirement to secure such consent. Except as expressly provided herein to the contrary, Landlord shall exercise its right of consent in a reasonable manner, and without undue delay or condition.

ARTICLE 19 - SURRENDER OF POSSESSION

Section 19.01 Surrender of Premises. On the last day of the Term or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises pursuant to Article 16, Tenant shall surrender and deliver up to Landlord the Premises and all improvements thereon without delay and free from all Hazardous Material. Nothing in this Section 19.01 shall negate or impair Tenant's right to remove Tenant's personal property in accordance with Section 19.03.

Section 19.02 No Notice Required. Tenant hereby waives any notice now or hereafter required by law with respect to vacating the Premises at any such termination date.

Section 19.03 Personal Property. Any personal property of Tenant or any subtenant which shall remain on the Premises or Tenant Improvements after the termination of this Lease and the removal of Tenant or any subtenant from the Premises, at the option of Landlord, may be deemed to have been abandoned by Tenant or such subtenant, as the case may be, and any personal property thereof may be retained by Landlord as its property or be disposed of, without accountability to Tenant, such tenant or subtenant, as the case may be, in such manner as Landlord may see fit.

ARTICLE 20 - QUIET ENJOYMENT

Section 20.01 Quiet Enjoyment. Landlord covenants that, if and so long as Tenant shall faithfully perform the agreements, terms, covenants and conditions of this Lease. Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term without under Landlord.

ARTICLE 21 - NOTICES

Section 21.01 Notices. All notices, required or permitted under this Lease shall be in writing and shall be served upon the parties in person, or by certified or registered mail (return receipt requested) directed to the addresses set forth below (or any other or further addresses

designated by a party pursuant to written notice):

Landlord: At the address stated in Article 1(c) of the Lease.

Tenant: At the address stated in Article 1(E) of the Lease.

ARTICLE 22 - ENVIRONMENTAL COVENANTS

Section 22.01 Environmental Laws.

(a) For purposes of this Lease, "Environmental Laws" means any past, present or future federal, state or local laws, statute, regulations, rules, ordinances and policies relating to environmental matters and contamination of any type whatsoever, including without limitation those relating to: (1) treatment, storage, disposal, generation or transportation of any Hazardous Material; (2) spills, discharges, leaks, emissions, escapes, dumping or other releases or threatened releases of any Hazardous Material into the environment, whether or not notification or reporting to any federal, state or local agency was or is required; (3) air, water, or noise pollution; (4) surface or groundwater contamination; (5) the protection of natural resources; (6) wildlife, marine sanctuaries or wetlands; (7) storage tanks, vessels and related equipment; (8) abandoned or discarded barrels, containers and other closed receptacles; (9) health and safety of employees and other persons; (10) reporting or notification regarding or relating to any Hazardous Material; and (11) otherwise relating to the manufacture, processing, use, distribution, treatment, storage, disposal, transportation or handling of any Hazardous Material.

(b) For purposes of this Lease, "Hazardous Material" means:

(1) Any pollutant, contaminant, pesticide, solid waste or hazardous or extremely hazardous, dangerous or toxic waste, substance, chemical, or material within the meaning of any applicable federal, state or local statute, law, code, rule, regulation, ordinance, order, standard, permit license or requirement (including consent decrees, judicial decisions and administrative orders), together with all amendments thereto and reauthorizations thereof, including but not limited to (i) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601, et seq., and all amendments thereto and reauthorizations thereof; and (ii) any "hazardous waste" as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6902 et seq., and all amendments thereto and reauthorizations thereof;

(2) Even if not prohibited, limited or regulated by Environmental Laws, any pollutant, contaminant, hazardous, dangerous or toxic chemical material, waste or any other substance, including, without limitation, any industrial process or pollution control waste (whether or not hazardous within the meaning of RCRA) which may or could pose a hazard to the environment or the health and safety of any occupant, user or third party at the Premises or the Real Estate or any owner, operator, occupant, user, tenant or third party at property near (but necessarily contiguous to) the Premises or the Real Estate, or could presently or at any time in the future cause a detriment to, or impair the beneficial use and/or economic value to the Premises or the Real Estate, or any portion thereof;

- (3) Petroleum, crude oil or any fraction thereof;
- (4) Natural gas, natural gas liquids, liquefied natural gas (all the foregoing collectively called "Natural Gas Products"), synthetic gas or mixtures of Natural Gas Products and synthetic gas;
- (5) Any radioactive material, including any source, special nuclear or byproduct material, however produced, as defined in the Atomic Energy Act, 42 U.S.C. Section 2011 et se .1 and amendments thereto and reauthorizations thereof;
- (6) Asbestos-containing materials in any form or condition; or
- (7) Chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200 et seq.

Section 22.02 No Environmental Representations. Tenant agrees and acknowledges that Landlord has made no representation concerning the presence or absence of any Hazardous Material on, in, under or about the Premises or any property adjacent to the Premises and that the Landlord has made no representation or warranty concerning the existence or non-existence of any past or present violation of, or obligation arising in connection with any Environmental Laws affecting the Premises. Tenant hereby waives any and all claims, actions, causes of actions, suits or demands of any nature against the Landlord which the Tenant may have now or in the future for damages, payments, costs or expenses (including, without limitation, claims of contribution or indemnity and any expenses of investigation or the condition of the Premises, regardless of the results of such investigation, and claims arising under, or pursuant to, any Environmental Laws including, without limitation, CERCLA,) suffered by the Tenant as a result of the presence or alleged presence of any Hazardous Material on, in, under or near the Premises, the violation, at any time in the past, present or future, of any Environmental Laws affecting the Premises or the existence of any undischarged obligation under any Environmental Laws relating to the Premises. This waiver shall survive the leasing of the Premises to the Tenant.

Section 22.03 Tenant shall not cause or permit any Hazardous Material to be stored, treated, generated, discharged, released or transported to, at, upon, in or under the Premises. In the event of the release, spill discharge, leakage or disposal of any Hazardous Material at, upon, in or under the Premises, Tenant shall (1) notify Landlord of such release, spill discharge, leakage or disposal; (2) comply, at its sole cost and expense, with all applicable state, local and federal agency requirements and laws; and (3) clean up the Premises to appropriate local, state and federal requirements and laws; provided, however, that Tenant shall first obtain Landlord's approval of any such remedial actions; and (4) obtain a No Further Remediation letter from the Illinois Environmental Protection Agency.

Section 22.04 Disposal of Hazardous Material Prohibited. Notwithstanding anything to the contrary herein, Tenant shall not cause or permit any Hazardous Material to be disposed of at, upon, in or under the Premises. In the event of the release, spill, discharge, leakage or disposal of any Hazardous Material at, upon, in or under the Premises during the Term, Tenant shall (1) notify Landlord of such release, spill, discharge, leakage or disposal; and (ii) promptly undertake, at its sole costs and expense, all actions as are necessary to return the Premises to the condition existing prior to such release, spill, discharge, leakage or disposal, provided, however, that Tenant shall first obtain Landlord approval of any such remedial actions.

Section 22.05 Environmental Permits & Licenses. Tenant shall obtain and comply with,

at its sole cost and expense, any and all licenses, permits, registrations, governmental approvals and consents, and financial assurances (including, without limitation, insurance) required in connection with Tenant's specific Use of the Premises under Environmental Laws. Tenant shall provide a copy of any such licenses, permits, registrations, governmental approval and consents and forms of financial assurance to the Landlord.

Section 22.06 Notice of Environmental Violation. Tenant shall promptly send Landlord a copy of any notice of violation, complaint, citation, demand, claim, injury or correspondence issued or brought by any governmental entity or any person or entity regarding the Premises and which relates to environmental matters or the environmental condition of the Premises, including without limitation any violation or obligation arising under any Environmental Laws.

Section 22.07 Environmental Indemnification. Tenant shall indemnify, defend (at trial and appellate levels and with counsel, experts and consultants acceptable to Landlord) save and keep Landlord, its directors, officers, employees and agents, and Landlord's assigns and any successors to Landlord's interest in the chain of title of the Premises and their partners, directors, officers, employees and agents, harmless from and against any and all liability, demands, claims, actions, or causes of actions, assessments, losses, fines, penalties, costs (including, without limitation, any investigatory, removal or remedial costs), damages and expenses (including without limitation reasonable attorneys', consultants' and witness' fees), sustained or incurred as a result of or arising out of or by virtue of any of the following occurring as a result of Tenant's occupancy of and activity upon the Premises, or accrue during Tenant's occupancy of the Premises:

- (a) Any generation, transportation, storage, treatment or disposal of any Hazardous Material which occurred or is alleged to have occurred (a) at the Premises during the Term, or (b) at any off-site location with regard to Hazardous Material generated, manufactured, sold, transported, handled, stored, treated, recycled, reclaimed or reused by Tenant or its agents at, upon or from the Premises during the Term;
- (b) Any spills, discharges, leaks, emissions, injections, escapes, dumping, releases or threatened releases of any Hazardous Material at or upon the Premises which resulted from or were caused by, or which are alleged to have resulted from, or to have been caused by, activities, events, conditions or occurrences during the Term;
- (c) Any discharges to surface waters or groundwater which resulted from or were caused by, or which are alleged to have resulted from, or to have been caused by, activities, events, conditions or occurrences at or upon the Premises during the Term;
- (d) Any air emissions which resulted from or were caused by, or which are alleged to have resulted from, or to have been caused by, activities, events, conditions or occurrences at or upon the Premises during the Term;
- (e) The exposure of any persons, including without limitation employees of Tenant, to any Hazardous Material generated, processed, handled, sold, stored, treated or used in connection with Tenant's Use of the Premises;
- (f) Any violation of, or any obligation arising in connection with, any Environmental Law which results from or is caused by, or is alleged to have resulted from, or to have been caused by, activities, events, conditions or occurrences at or upon the Premises during the Term;

(g) Tenant's violation of any term of this Lease.

Section 22.07.1 Reciprocal Indemnity. If as a consequence of Landlord's own conduct upon the premises any of the above 22.07(a) through (g) occurs, then Landlord shall indemnify, defend, save and keep Tenant and its directors, officers, employees and agents harmless in the same manner as provided for in the first paragraph of this section.

Section 22.08 Environmental Covenants Cumulative. Tenant's covenants and undertakings in this Article 22, including, without limitation, Tenant's indemnification obligations, shall be in addition to any other obligations and liabilities Tenant may have to Landlord under this Lease, at common law or under any law, statute, ordinance or regulation. Tenant's indemnification obligations shall survive the expiration or earlier termination of this Lease.

ARTICLE 23 - MISCELLANEOUS

Section 23.01 Captions. The captions of this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

Section 23.02 Default Rate. Wherever reference is made in this Lease to the payment by Tenant of interest to Landlord at the "Default Rate", it shall mean a rate per annum equal to the sum of (a) the "Prime Rate" (hereinafter defined), and (b) 1%. The "Prime Rate" is the rate per annum from time to time announced or published in the First National Bank of Chicago as its "prime rate". It is expressly agreed that the term "Prime Rate" is not intended, nor does it imply, that said rate of interest is a preferred rate or does it imply, that said rate of interest is a preferred rate or does it imply, that said rate of interest is a preferred rate or one which is offered by the designated bank or other financial institution to any particular group or class of customers.

Section 23.03 No Oral Agreements. This Lease cannot be changed or terminated orally, but only by an instrument in writing executed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

Section 23.04 Entire Agreement. This Lease contains all the promises, agreements, conditions, inducements and understandings between Landlord and Tenant relative to the Premises and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, expressed or implied between them other than as herein set forth.

Section 23.05 Invalidity of Certain Provisions. If any term or provision of this Lease or the application thereof to any person or circumstances, to any extent shall be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 23.06 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

Section 23.07 Successors and Assigns. The agreements, terms, covenants and

conditions herein shall bind and inure to the benefit of Landlord and Tenant (including but not limited to any condominium or owners association) and their successors and permitted assigns.

Section 23.08 Memorandum of Lease. A Memorandum of Lease may be prepared, executed and recorded by Tenant, at Tenant's expense, at the beginning of the Lease Term.

TENANT:

BY: _____

Its: _____

LANDLORD:

CHICAGO TRANSIT AUTHORITY

BY: _____

Its: CHAIRMAN

ATTEST:

Assistant Secretary, Chicago Transit Board

Authorized by Chicago Transit Board Ordinance No. _____

EXHIBIT B

CHICAGO TRANSIT AUTHORITY **INSURANCE AND BOND REQUIREMENTS**

APPENDIX E: GUEST RELEASE FORM FOR SITE VISIT

GUEST RELEASE AGREEMENT

_____ (hereinafter referred to as "Guest") has requested and has been given permission to come upon designated portions of the property of the Chicago Transit Authority ("CTA") at the location(s) listed herein:

for the purpose of: _____

Guest acknowledges and understands that no warranty, either express, or implied, is made by the CTA as to the condition of CTA's Property. Guest acknowledges that any and all activities on any property such as the CTA's Property have unknown hazards and risks and could result in injury, death and/or property damage to the person involved in these activities. The many possibilities and sources of injury or damage are acknowledged by GUEST, and he/she comes on CTA's Premises with full knowledge that hazards and risks may exist.

As a part of the consideration for being allowed by the CTA to enter CTA's Property, GUEST HEREBY RELEASES CTA from all liability for personal injury (including wrongful death) or property damage suffered by GUEST which is caused, in whole or in part, by any activity or condition on CTA's Property, even if the injury or damage is caused, in whole or in part, by the negligence of the CTA or its employees. GUEST understands that neither he/she, nor his/her heirs or personal representatives will be able to sue the CTA, its agents, employees, officers, directors, attorneys, successors and assigns, associated companies, its parent, subsidiary, or affiliated corporations, partnerships, or other entities, their lessors, lessees, licensors, licensees, and any and all transit entities or companies owned, operated or controlled by or allied with them, their respective agents, servants and employees, together with their respective successors for any injury or property damage that GUEST suffers while on CTA's Property.

GUEST RELEASES the CTA from any acts arising from the CTA's negligence.

GUEST HAS READ THIS ONE PAGE DOCUMENT AND UNDERSTANDS IT. HE/SHE IS SIGNING IT FREELY AND VOLUNTARILY.

Signed this ____ day of _____ 2015 at _____,

Signature of Guest

Signature of Witness