

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 St., Chicago, Illinois 60661-1498, no later than 3:30 p.m. on Tuesday, April 14, 2015:

Req. C15OP101521957
Request for Letters of Interest & Qualifications
(LIQ) for Professional Surveying Services.

If you are interested in submitting your firm's qualifications, please make your request in writing.

Your request should include a brief statement regarding your interest for obtaining the LIQ Package. Also, your request should include the requisition number and name of the project.

Written questions regarding this LIQ will be accepted no later than 4:30 p.m., Tuesday, April 7, 2015. Please send all questions to Katrina Bradley via e-mail at kbradley@transitchicago.com.

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

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

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

Contractor will be required to certify that their firm is not on the Comptroller General's list of ineligible contractors.

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

This contract shall be subject to the Federal Construction Safety and Health Standards Clause.

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

The right is reserved to accept any proposal or to reject any and all proposals. Acceptance of any proposal is subject to concurrence by the Illinois Department of Transportation and the United States Department of Transportation.

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

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack
Vice President
Purchasing & Supply Chain

March 30, 2015



CHICAGO TRANSIT AUTHORITY

Letters of Interest and Qualifications (LIQ)

FOR

PROFESSIONAL SURVEYING SERVICES

REQUISITION NO. C15OP101521957

All Responses Must Be Submitted To The Authority At The Following Address:

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

All Signatures to be sworn before a Notary Public

Responses Must Be Received No Later Than 3:30 P.M., Central Time, April 14, 2015. The Outside of the Envelopes or Packages Must Clearly Indicate the Name of the Project and Requisition Number

Written questions regarding this LIQ will be accepted no later than 4:30p.m., April 7, 2015. Please send all questions to Katrina Bradley via e-mail at kbradley@transitchicago.com.

Confidentiality and Non-Disclosure: Firms requiring additional assistance shall only contact Katrina Bradley, Sr. Coordinator Procurement at (312) 681-2452. Firms, including all team sub-consultants, who contact any other CTA personnel either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified.

ISSUED BY:
Chicago Transit Authority, Purchasing Department
567 W. Lake Street, Chicago, IL 60661-1498
Ellen McCormack, Vice President, Purchasing & Supply Chain
Forrest Claypool, President
Terry Peterson, Chairman

CHICAGO TRANSIT AUTHORITY

**Letters of Interest and Qualifications
Requisition No. C15OP101521957**

PROFESSIONAL SURVEYING SERVICES

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I. INTRODUCTION

The Chicago Transit Authority ("CTA") is a municipal corporation created by the State of Illinois under the Metropolitan Transit Authority Act ("Act") 70 ILCS 3605, et seq., which provides transit services in the Chicago metropolitan area.

CTA operates the second largest public transportation system in the United States, 24 hours per day, 7 days per week. On an average weekday, 1.5 million trips are taken on the CTA throughout its service area. CTA operates approximately 2,032 buses, over 150 routes, covering 2,429 miles. CTA's bus network encompasses more than 11,000 posted bus stops. CTA's 1,190 Rapid Transit cars provide service to 144 stations, over eight routes, comprising 222.6 rail route miles. CTA's goal is to provide service that is safe, clean, on-time, courteous and efficient.

CTA's construction and repair projects frequently involve professional survey work. Some survey assignments include parcels that are adjacent to CTA's rail tracks at the surface level. Other projects concern property beneath the elevated rail structure, air right and subterranean easement issues. Survey work may also be required for garages, park-and-ride facilities along rapid transit routes and for CTA's ongoing renovation of its rail stations and other work not specifically described herein.

The Chicago Transit Authority requests proposals from qualified entities licensed in Illinois for professional surveying services on an as-needed basis for a period of five years. The CTA intends to contract with multiple surveyors and may use more than one firm at a time. CTA does not guarantee a minimum number of assignments.

II. SCOPE OF SERVICES

Surveyors must be licensed by the State of Illinois as defined by the Professional Land Surveyor Act of 1989, (225 ILCS 330) and must have a minimum of three years experience (however five years is more desirable) as a licensed surveyor in Illinois or other U.S. state. Proposers must have all the necessary equipment and staff to complete assignments within the allotted time, generally 30 days unless otherwise specified in the assignment.

Services to be provided by surveyors include, but are not limited to:

- A. The surveying and preparation of boundary descriptions and measurement of the area of any portion of the earth's surface, the lengths and directions of the boundary lines, or the contour of the surface for conveying or recording, or for establishing or reestablishing, locating, defining and making or monumenting land boundaries or lines and the platting of lands and subdivisions;
- B. Surveying and measuring the area of any portion of the earth's subsurface, or surveying and measuring an area of the airspace over the earth's surface to determine the location of property rights;
- C. Executing and issuing certificates, endorsements, reports, or plats which portray the relationship between existing physical objects or structures and one or more

- corners or boundaries of any tract or lot of land or boundaries of a portion of the surface, subsurface or airspace;
- D. Labeling, designating, naming or otherwise identifying legal lines, property lines or land title lines of the United States Rectangular System or any subdivision thereof on any photograph, photographic composite, or mosaic map of any portion of the earth's surface for the purpose of recording the same in the Office of Recorder or Registrar of Titles in any county.
 - E. Other services normally associated with professional land surveying.

III. GENERAL STANDARDS FOR SURVEYS

The following are standard requirements for surveys required by the CTA. The CTA reserves the right to modify, delete, alter or change requirements for particular surveys.

- A. When work is performed in proximity to electrified track and moving trains, on-site survey personnel will be required to take a one-day CTA rail safety training class prior to work performance. Safety training certifications are valid for one year. The fee for this class is \$200.00 per person.
- B. Work performed within 50 feet of an active track will require the Contractor to obtain railroad protective insurance. For all plans, drawings, specifications and other documents such as legal descriptions and related survey credentials produced or used by the surveyor, valuable papers insurance is also required.
- C. Each property corner for a plat of survey shall be marked by cutting crosses in walk and curbs, or by placing nails in asphalt pavement. Iron pipes shall be used on interior corners where walks and curbs are not available. All such marks and nails shall be shown and described on the appropriate map or plat.
- D. Plats shall be drawn to an appropriate scale, showing adjoining buildings and/or any other permanent structures. A basic survey plat must show the legal description of the property and any encroachments, address or addresses of the property, zoning classification, permanent tax index number, the area of the land in square feet, improvements of lot, if any, including any and all advertising signs whether affixed or free-standing, and the elevation of sidewalks, curbs and gutters at 50-foot intervals, together with all drainage structures within or surrounding the parcel. **When showing rail elevation, a maximum 25-foot interval shall be used.**
- E. Plats must show existing sub-surface utilities in streets and alleys and must show surface features such as poles and trees.
- F. Depending upon the nature of the assignment, the surveyor may be directed to show additional information.
- G. A title block must be placed in the lower right-hand corner of the survey plat and must contain, at a minimum, the following information:
 - (Line 1) Plat of Survey
 - (Line 2) Chicago Transit Authority

(Line 3) Name of Surveyor
(Line 4) Scale of Survey
(Line 5) Date of Survey

- H. Survey reports must conform to current guidelines established by the State of Illinois and must be completed within the time limits specified in the survey orders placed by CTA.
- I. Completed surveys must be signed and sealed by a registered licensed surveyor.
- J. The Surveyor agrees that, at CTA's request, the employee who completed the survey will testify in any legislative or judicial proceeding in which such testimony is required.
- K. The Surveyor must be available, at times that are mutually convenient, to consult, to meet with CTA employees regarding services to be performed. The Surveyor must initiate such consultations whenever the Surveyor is in doubt as to any aspect of the survey assignment or needs legal advice on any aspect of the services to be provided to the CTA. The CTA may also initiate such consultations whenever CTA is in doubt regarding any aspect of the services. There shall be no charge by either party for such consultations.
- L. The Surveyor shall keep all field notes and office computations in a neat and orderly manner, clearly indexed, which shall be open for inspection during the course of work and which shall become the property of the Chicago Transit Authority. The Surveyor shall at all times before final acceptance of work, furnish instruments and assistance to a duly authorized agent of the CTA in any oversight of field work as may be necessary. Field notes and office computations must be maintained by the surveyor at least two years following completion of an assignment.

IV. SUBMITTAL FORMAT

Responses shall be submitted on standard 8.5 x 11" letter size paper and bound on the long side with material on one side only. The use of expensive papers and binding and elaborate submittals is discouraged. Provide eight complete copies of the LIQ response. All copies become the property of the CTA and will not be returned. The CTA is not liable for any cost incurred by respondents in replying to this LIQ or negotiations relating to this LIQ.

Firms are advised to adhere to submittal requirements. Failure to comply with the instruction of this request may be cause for rejection of the submission. The CTA reserves the right to accept or reject any or all submittals.

V. SUBMITTAL CONTENTS

The Submittal must include the following items with each section and number subsection separated by a tab:

- A. COVER LETTER:** A transmittal letter signed by an authorized officer of the firm, which contains a commitment to provide the services with the team described in the qualification submission and the commitment to meet the Disadvantaged Business Enterprises "DBE" goals established by the CTA. It shall also include a list of proposed sub-consultants, including those required to fulfill the DBE Commitment. Include necessary language that your firm is licensed and registered by the State of Illinois as defined by the Professional Land Surveyor Act of 1989 (225 ILCS 330).

The following criteria will be used to evaluate and score responses based upon the most preferable or ideal qualification(s) for maximum scoring. Responses submitted with fewer qualifications will be scored progressively downward.

- B. QUALIFICATIONS OF THE FIRM:** Describe your firm and its capabilities including:
At least five years of experience in commercial/industrial surveys. Examples of commercial/industrial work may include office buildings, highways, public agencies, subdivisions, factories or other non-residential work. Include three commercial/ industrial projects in which the firm performed surveying services within the past two years. The respondent shall submit project assignments, description of the work performed, and current client references for each project submitted (name, position, address, and telephone number). Failure to provide current information may result in your proposal being removed from further consideration.
- C. QUALIFICATIONS OF KEY PERSONNEL:** Submit an organization chart with the proposed management structure and identify the assigned key personnel and other support personnel necessary to fulfill the requirements within the CTA's schedule. The availability of an adequate number of personnel in the key disciplines shall be presented to insure that the firm can meet the potential of working on multiple assignments.

Submit resumes for each of the key personnel shown on the organization chart and who the firm will commit to the performance of the contract. The resumes shall describe each individual's relevant experience and dates related to that experience. Identify and include copies of professional license(s)/ certification(s) and academic degrees obtained for each individual where necessary.

Key personnel shall include:

Surveyor- Surveyors must be licensed in Illinois with preferably 5 or more years experience in commercial surveying. While it is not required, it is desirable for the surveyor to have some experience surveying properties containing active or former railroads. The surveyor shall identify membership(s) of professional organizations(state if active or inactive), recent or current classes and/or training, professional journals or the like.

D. FIRM'S ABILITY TO MEET CTA'S TIMEFRAME FOR SURVEY WORK:

Provide the following information for two commercial or industrial survey projects completed within a 30 day period, and two projects completed ahead of schedule, and two examples of projects where the firm experienced unexpected complications that were performed within the last two (2) years:

- a. The name of the client and the client's current telephone number.
- b. A narrative description of the project, including dates of start and completion. If completion was beyond 30 days, provide an explanation and state whether the circumstance was beyond the firm's control.

VI. EVALUATION CRITERIA

CTA intends to select qualified firms that best satisfy its needs. All proposals will be evaluated on the following criteria in order of importance:

- A. Qualification of the firm. (Section V.B.)
- B. Qualification(s) of Key Personnel (Section V.C.)
- C. Firm's ability to meet CTA timeframe on surveys. (Section V.D.)

VII. SELECTION PROCESS

An Evaluation Committee, consisting of Senior CTA management staff, will review the Letters of Interest and Qualifications ("LIQ") submittals in accordance with the evaluation criteria set forth herein. The CTA reserves the right to qualify multiple surveyors or to reject any and all responses, or parts thereof, with or without cause, if determined to be in the best interest of the CTA. The top six ranked firms will be submitted to the Chicago Transit Board for its approval. Firms on the Board-approved list of Surveyors will be selected on an as-needed basis. Inclusion of a firm on the qualified list does not guarantee that a firm will be selected.

As a part of CTA's evaluation, CTA shall consider Consultant's past performance on CTA projects. CTA rates all of its Consultants on a rating scale from 1 to 5, with 1 as the lowest possible score and 5 as the highest possible score or a rating scale of "A" to "E", with "E" as the lowest possible score and "A" as the highest possible score. To the extent that the average of Consultant's performance evaluation scores over the immediately preceding three (3) years is less than 3 or a "C" (depending on the rating scale utilized), such average performance evaluation score shall negatively affect CTA's evaluation of the professional qualifications of the Consultant.

The Authority will enter into a Contract with the selected firm or firms. Upon approval and execution of a contract between the CTA and an entity, the terms of the contract will prevail. Assignments will be based on a number of factors including CTA's need, cost, the ability of the surveyor to meet the assignment deadline, and the type of survey work commonly performed by the surveyor. Selection will be performed on a rotational basis. If no surveyor can meet CTA's time deadline, CTA reserves the right to select and utilize an appraiser not named on the approved surveyors list

VIII. CONFLICT OF INTEREST

The Respondent understands and agrees that the Respondent is prohibited from performing any work or services for the CTA, which conflicts with the role of the Respondent in any other contracts between the Respondent and the CTA. The Respondent understands and agrees that the restrictions provided in this paragraph are applicable to all sub-consultants, which are proposed to be used by the Respondent for the proposed services. The Respondent has sole responsibility for compliance with this provision. Submission of any LIQ in violation of this provision will not be considered further and is a material breach of any awarded design contract.

IX. BID PROTEST PROCEDURE

Any protest regarding this solicitation, or an evaluation or award hereunder, must be submitted in accordance with the Authority's bid protest procedures, available at:

<http://www.transitchicago.com/asset.aspx?AssetId=5857>.

X. SUBMISSION DATA:

The respondent's proposal shall include the following additional information:

- A. Disclosure of ownership for Professional and Consulting service (Prime and sub-consultants)
- B. Certification of Primary Participant Regarding Debarment, Suspension and other Responsibility Matters (Only Prime)
- C. Certification of Lower Tier Participant Regarding Debarment, Suspension and other Responsibility Matters (Only Sub-consultants)
- D. Lobbying Certificate (Prime and Sub-consultants)
- E. Certification of Drug free Workplace (Only Prime)
- F. LIQ Non-Disclosure Statement Prime Consultant (Only Prime)
- G. LIQ Non-Disclosure Statement Sub-Consultant (Only Sub-consultants)

Bidder shall submit eight (8) copies of their response to:

OVERNIGHT OR HAND DELIVERY:

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

The outside of each envelope or package must be labeled:

**Requisition No. C15OP101521957
Letter of Interest & Qualification
PROFESSIONAL SURVEYING SERVICES**

Due Date: April 14, 2015

ATTACHMENT A

**SPECIAL CONDITIONS REGARDING DISADVANTAGED BUSINESS ENTERPRISES
COMMITMENT (DBE)**

[FOR INFORMATION ONLY]

SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
REQUESTS FOR PROPOSALS (RFP)
LETTERS OF INTEREST AND QUALIFICATIONS (LIQ)
REQUISITION NUMBER: C15OP101521957

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

II. DEFINITIONS

- A. **“Area of Specialty”** means the description of the DBE’s business, which has been determined by the Director of Diversity to be most reflective of the DBE’s claimed specialty or expertise. Credit toward the DBE contract goal for this contract shall be limited to the participation of firms performing within their Area of Specialty. The Authority reserves the right to investigate and determine active DBE participation and applicable DBE credit specifically identified for this contract prior to award.

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

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

- I. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Bidders may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

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

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

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

- L. **“Proposer”** includes bidders, consultants and contractors as well as proposers. The terms “Proposer,” “Consultant,” “Bidder,” and “Contractor” may be used interchangeably in these Special Conditions.

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

- N. **“Small Business Concern”** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$22.41 million, or as revised from time to time, over the three (3) previous fiscal years.

- O. **“Socially and Economically Disadvantaged Individuals”** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:

1. **“Black Americans”**, which includes persons having origins in any of the Black racial groups of Africa;
2. **“Hispanic Americans”**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
3. **“Native Americans”**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4. **“Asian-Pacific Americans”**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
5. **“Subcontinent Asian Americans”**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.

6. **"Women"**

7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

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

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

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

III. JOINT VENTURES

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

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

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

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

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

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

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

- A. Once a DBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as indicated below.

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

V. GOOD FAITH EFFORTS

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

Good Faith Efforts require that the Proposer consider all qualified DBEs, who express an interest in performing work under the contract. This means that the Proposer cannot reject a DBE as unqualified unless the Proposer has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and

political or social affiliation (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract DBE contract goal.

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

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

VI. PROCEDURE TO DETERMINE BID COMPLIANCE

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

E. Letters of Certification

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

F. Joint Ventures

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

G. Bidders List

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

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Proposer shall, within seven (7) calendar days of contract award, or prior to any work being performed by any Subcontractor of any tier, execute written subcontracts or purchase orders with the Subcontractors included in the Bid. In the event the Proposer cannot complete the agreement with one or more Subcontractors within this seven (7) day period, the Proposer must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the Director of Diversity. These written agreements shall be made available to the Director of Diversity upon request. All contracts between the Proposer and its Subcontractors must contain a prompt payment clause as set forth in Section VIII herein.
- B. During the term of annual contracts, the Contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor an easy to use web-based service for reporting payments rendered to all Subcontractors. The frequency with which these reporting will vary based on each individual contract, but in no event will reporting be required less frequently than quarterly. **Failure to follow these directions may delay payment.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, the contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor with an easy to use web-based service for reporting payments rendered to all Subcontractors. The required entries on B2GNOW must be completed prior to or concurrently with the Contractor's submittal of its final invoice to the Authority user department identified in the contract. PLEASE NOTE: Two different processes must be followed. (1)The original invoices must be submitted directly to the Authority department identified in the contract and (2) a report of Subcontract Payments must be entered onto B2GNOW. **Failure to follow these directions may delay final payment.**

The address for the Director of Diversity is:

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

VIII. PROMPT PAYMENT TO SUBCONTRACTORS

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

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

B. Non-federally Funded Construction Contracts

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

C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.

D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

E. The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks (if requested) and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit (form to be provided by the Authority) which identify each Subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such Subcontractor, with every payment request filed with Authority, except for the first payment request, on every contract with the Authority.

F. Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors may also be subject to the provisions of 50 ILCS 505/9.

IX. DBE SUBSTITUTIONS

- A. Arbitrary changes by the Proposer of the commitments previously indicated in **Schedule D** are prohibited. No changes may be made by the Proposer to the DBE firms listed on Schedule D after the opening of Bids but prior to contract award. However, in the event the Purchasing Agent, after consulting with the Diversity Department, determines that a critical DBE Subcontractor is non-responsible, the Authority may require that Proposer replace the non-responsible DBE Subcontractor prior to contract award. In that event, Proposer must replace the non-responsible DBE Subcontractor with a responsible, certified DBE Subcontractor or document adequate good faith efforts as set forth in Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the Director of Diversity for such substitution.
- B. Further, after award, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the Director of Diversity. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C. It may become necessary, at times, to substitute a new Subcontractor in order to complete the contract work. The substitution procedure to be followed is:
1. The Contractor must immediately notify the Director of Diversity in writing, of the proposed substitution of Subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).
 4. If the Subcontractor to be substituted for the DBE is not a DBE, the Contractor must document adequate good faith efforts as set forth in Section V hereof.
 5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute Subcontractor and the dollar value and scope of work of the proposed subcontract. If the new Subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.
 6. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of the substitution. The Authority's response may