

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

NOTICE OF TIME EXTENSION

Notice is hereby given that the proposed due date heretofore advertised as Wednesday, December 2, 2009 has been extended to Wednesday, December 16, 2009. no later than 3:30 p.m. in the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498 for the following item:

Req. B10RG03979

Request For Proposals (RFP) for a License to Furnish, Install, Operate, and Maintain Specialty Vending Machines on CTA Property for a Term of Six Months with One Six Month Option Term. This is a Program to test the concept of Automated Retail on CTA Property.

*The time for questions has passed.

For additional information, please contact John Scumaci at 312-681-2404 or e-mail at jscumaci@transitchicago.com.

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

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

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Robert Conlin
General Manager, Purchasing

November 30, 2009



CHICAGO TRANSIT AUTHORITY

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

November 27, 2009

Subject: Requisition no. B10RG03979 Request for Proposals for a License to furnish, install, operate, and maintain Specialty Vending Machines on CTA Property for a Term of Six Months with one Six Month Option Term. This is a program to test the concept of automated retail on CTA property.

RE: **NOTICE OF TIME EXTENSION**

Dear Proposer:

Please note the proposal due date has been extended from Wednesday December 2, 2009 to Wednesday December 16, 2009. There are no other changes at this time.

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

Delivery Service or Drop Off

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

or Mail to

Chicago Transit Authority
Bid Office
P.O. Box 7554
Chicago, IL 60680-7554

New Proposal Due Date: December 16, 2009

Previous Proposal Due Date: December 2, 2009

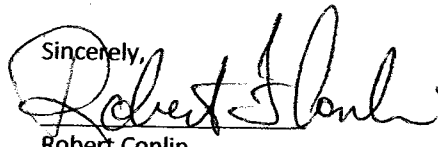
RFP responses must be received no later than 3:30 p.m. Chicago time

Where responses 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 before the advertised date and hour for the opening of bids. If the delivery of the proposal is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

Ten copies of the Technical Proposal, and
Ten copies of the Financial Proposal are to be provided.

The time for questions has passed.

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

Sincerely,

Robert Conlin
General Manager, Purchasing

cc: File:B10RG03979



CHICAGO TRANSIT AUTHORITY

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

November 20, 2009

Subject: Requisition no. B10RG03979 Request for Proposals for a License to furnish, install, operate, and maintain Specialty Vending Machines on CTA Property for a Term of Six Months with one Six Month Option Term. This is a program to test the concept of automated retail on CTA property.

RE: Addendum

Dear Proposer:

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

Delivery Service or Drop Off

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

or Mail to

Chicago Transit Authority
Bid Office
P.O. Box 7554
Chicago, IL 60680-7554

Proposal Due Date: December 2, 2009

RFP responses must be received no later than 3:30 p.m. Chicago time

Where responses 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 before the advertised date and hour for the opening of bids. If the delivery of the proposal is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

Ten copies of the Technical Proposal, and
Ten copies of the Financial Proposal are to be provided.

The question and answer period is over.

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

Sincerely,

Robert Conlin
General Manager, Purchasing

cc: File:B10RG03979

Addendum 1: Requisition No: B10RG03979

**A LICENSE TO FURNISH, INSTALL, OPERATE AND MAINTAIN
SPECIALTY VENDING MACHINES ON CTA PROPERTY FOR A TERM OF
SIX MONTHS WITH ONE SIX MONTH EXTENSION**

Questions and Answers to Written Questions:

1. Have you considered hiring a vending pouring rights revenue-generating consulting to assist with this procurement?

a. If YES, who have you identified as viable to invite?

b. If NO, would you please explain why a consultant has not been sourced to help with this procurement?

Answer: CTA has contracted with Jones Lang LaSalle, Americas Inc. ("JLL") to provide real estate consulting services. This Request for Proposals ("RFP") document was prepared with the assistance of JLL.

2. Would you like to learn more about the benefits of hiring a consultant to help maximize this procurement?

Answer: Please refer to the response to Question #1.

3. How important is it to you that the proposals include a financial outline that displays offers from vendors, i.e. revenue share from sales, marketing support fees and/or activities, case load rebate programs etc.?

Answer: Revenue proposals should conform to the requirements stated in the RFP

4. As a private company our financial records are confidential. Is there alternative financial documentation that we could offer you so that you may be comfortable with our current financial situation?

Answer: Documents that are marked "Confidential" by the proposer will be held confidential by CTA to the extent permitted by law. It is necessary that we examine your financial capability as would any other landlord.

5. We always redline every agreement incorporating some specific language which is unique to our business. The language is mostly verbal alterations to incorporate our "automated retail" business language and is almost always agreeable. This language can be extremely time-consuming for us and redundant for the (the reader). May we add the main points to the exception table without redlining the entire agreement?

Answer: It is not required that you redline the agreement. However, exceptions to the agreement must be noted in the table of exceptions in sufficient detail for CTA to ascertain if they are acceptable or not.

6. Our company has some obvious security concerns with such high-end inventory. We're in nearly 1,000 locations (indoor and outdoor) and have had nearly zero

Addendum 1: Requisition No: B10RG03979

security issues but wanted to know about security personnel, cameras, etc. at the locations included in the RFP.

Answer: While there may be security cameras located at some or all of these locations, the security of the vending machines are at the Licensee's risk and responsibility. The Licensee may include security cameras similar to those incorporated within ATM machines. There are no 24 hour assigned security personnel for any particular station. Proposers should be aware that any location outside the paid area are accessible to the general public during hours that the station is open.

7. In section 4.5 (RFP Proposer Experience), the RFP asks for a *list of all clients for which it has provided (or is currently providing) SVM services over the last two years*. The RFP also asks for *references for each client listed*. As I mentioned above we're in nearly 1,000 locations in the US and Japan. Should we only list the "transportation" clients and references for each of those?

Answer: Proposers should include the most relevant client references of similar size and type to this CTA offering.

8. Our ZoomShops are very large and heavy, we have concerns about access to some locations. Until we have a clear understand of weight restrictions and access can we not submit specific stations/locations in the RFP proposal?

Answer: If you do not propose on any particular location, you will not be eligible to be awarded that location. There are no particular weight restrictions that Proposers should be concerned with at these locations. Note that the turn-style is not the only access. Handicap access can be used for this purpose. The handicap access cage tops can be removed to accommodate height.

9. After having the opportunity to conduct individual site surveys for each of the proposed locations, who do we contact to obtain a permit to take individual pictures of the proposed site locations within each of the CTA's transit locations?

Answer: A permit is not required for taking pictures. However, you may be challenged when taking pictures. Therefore, proposers should contact John Scumaci at 312-681-2404 or jscumaci@transitchicago.com so that paper notification can be given to CTA Operations personnel.

10. Under Section 1.2, Purpose of RFP-Automated Retail Concept Test, there is mention of a master license agreement (the "Licenses(s)") if there is more than one awardees will there be more than one master license agreement?

Answer: Yes.

11. Under Section 1.2, Purpose of RFP-Automated Retail Concept Test, proposers are encouraged to use/test DBE utilization as part of the Concept Test Program. Does the CTA have a list of DBE's it would recommend for the purpose if DBE utilization?

Answer: Yes, please use the following link to the list of certified DBE Vendors: http://www.transitchicago.com/business/procurement_information/dbe.aspx.

Addendum 1: Requisition No: B10RG03979

12. In Section 2.0, Available Vending Concessions Areas, proposal must submit proposals for at least five Vending Concessions Areas in five Vending Concession Areas. If, due to the size and access of proposed area to vending concessions area are not accessible for entry may the proposer submit those locations which would provide ease of access and if those proposed areas are under the suggested five vending concessions areas would this disqualify the proposer?

Answer: If after submitting a proposal, it is determined that access will not work, the proposer will not be disqualified for having less than five locations. Proposers must initially submit a proposal for at least five locations.

13. Proposed Transit Stations access: After conducting preliminary site surveys for the individual proposed site locations, the following transit stations (enclosed) have minimum accessible entrance – are there other ways of entry not disclosed by the CTA for the purpose of getting the (SVM) post the turnstile? For example, Harlem/Lake- Green Line (Main Entrance) the turnstile is approximately 37 inches wide – this is the only visible entrance to the proposed site. Is there another point of entry 'post' turnstile?

Answer: Yes, the handicap access can be used. If that access is not feasible, then the CTA will work on a case by case basis to identify an alternative entrance.

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

Proposals will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois, 60661-1498, no later than 3:30 p.m. on Wednesday, December 2, 2009:

Req. B10RG03979

Request for Proposals (RFP) for Specialty Vending
Concept Test Program: A License to Furnish, Install,
Operate, and Maintain Specialty Vending Machines on CTA
Property for a Term of Six Months with One Six Month
Option Term.

Written questions regarding this RFP will be accepted
no later than 5:00 p.m., Wednesday, November 11, 2009.
You may send written questions to John R. Scumaci,
CTA's designated representative via fax at 312-681-2497
or e-mail at jscumaci@transitchicago.com.

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

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

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Robert Conlin
General Manager, Purchasing

October 28, 2009

CHICAGO TRANSIT AUTHORITY

THROUGH

JONES LANG LASALLE AMERICAS, INC.

REQUISITION NO. B10RG03979

REQUEST FOR PROPOSALS

FOR

**SPECIALTY VENDING CONCEPT TEST PROGRAM:
A LICENSE TO
FURNISH, INSTALL, OPERATE, AND MAINTAIN
SPECIALTY VENDING MACHINES FOR AUTOMATED RETAIL CONCEPTS
ON CTA PROPERTY
FOR A TERM OF SIX MONTHS WITH ONE SIX MONTH OPTION TERM**

Confidentiality and Non-Disclosure: Firms requiring additional assistance shall contact John R. Scumaci, Chicago Transit Authority at 312.681.2404 or Robert F. Conlin, General Manager Purchasing Chicago Transit Authority at 312-681-2420. Firms, including all team sub-consultants, who contact unauthorized personnel, either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified. Prime consultants and all sub-consultants are required to sign and submit the "RFP Non-Disclosure Statement" (Form D) with the proposal.

ISSUED BY

**Purchasing Department, Chicago Transit Authority
P.O. Box 7560, Chicago, IL 60680-7560
Marina Popovic, Acting Vice President, Purchasing & Warehousing
Richard L. Rodriguez, President
Terry Peterson, Chairman**

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- Form B - Company Qualifications and Technical Proposal Requirements
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- Form C – Certifications
 - Debarment - Primary Participant
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 - Drug free Workplace
 - Lobbying
 - Disclosure of Ownership
 - Brief History Of Your Company
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Appendices:

- Appendix A Sample CTA License Agreement – Not for Execution
- Appendix B Bid Protest Procedures
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- Appendix D Market Information – Station Profiles
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SECTION 1.0 INTRODUCTION

1.1 Background.

The Chicago Transit Authority operates the nation's second largest public transportation system, providing bus and elevated/subway train service for Chicago and 40 surrounding suburbs. The CTA operates 24 hours per day, each day of the year. CTA is an integral part of the Chicago area economy and its mission is to deliver quality, affordable transit services that link people, jobs and communities.

The Authority operates a fixed route bus service over approximately 2,517 route miles, utilizing a fleet of nearly 1,900 buses. Combined, the bus and rail system provides approximately 1.7 million passenger trips each weekday. The Authority's rail system operates about 1,190 rail cars over 224 miles of track and provides about 640,000 passenger trips on an average weekday. System-wide the CTA operates 144 rail transit stations ("Transit Stations").

1.2 Purpose of RFP – Automated Retail Concept Test.

The Chicago Transit Authority ("CTA" or the "Authority") through Jones Lang LaSalle Americas, Inc. is pleased to solicit proposals from qualified firms ("Proposers" or "Specialty Vending Service Providers") for the non-exclusive opportunity to furnish, install, operate and maintain Specialty Vending Machines ("SVM") for automated retail services ("SVM Services") at a minimum of five and a maximum of fifteen (15) locations throughout the CTA transit system at selected CTA Transit Stations ("CTA Facilities"). This offering is for the use of specific areas within the CTA Facilities (the "Vending Concession Areas") to provide SVM Services under master license agreements (the "License(s)") for a term of six months with one six month option (the "Term").

The CTA desires to expand its vending offerings on a test basis to determine if automated retail is a sound business model for CTA property. This offering sets forth the basic terms and conditions for entering into a license agreement between the CTA and Licensee for the purpose of conducting a program to test automated retail vending concepts at selected locations on CTA property (the "Concept Test Program"). Specifically, CTA has identified the following as potential automated retail vending concepts that it would like to include in its Concept Test (collectively "Specialty Vending"):

- DVD rentals,
- magazine and other published materials vending machines, and
- consumer product vending machines (such as electronics, electronic media, cosmetics, language media, and sundries)

Proposers interested in offering other automated retail concepts are welcome to submit their proposals for consideration.

This RFP describes the information required of Proposers and the criteria by which Proposers will be evaluated and awarded Licenses. Qualified firms are invited to submit proposals to perform the SVM Services as described in Section 3.0, Scope of Offering and Section 4.0 Submittal Requirements.

Exclusions: Beverages are specifically excluded from this offering. Snacks and other food items are specifically excluded from this offering except as ancillary products in a SVM which contains general sundries. The CTA reserves the right to review and approve all product offerings.

The Chicago Transit Authority encourages the utilization of Disadvantaged Business Enterprises ("DBE") whenever possible for services on CTA owned property, however, as this is a Concept Test Program no particular DBE goal or requirement has been set for this offering. In the event of a successful Concept Test which results in a future offering for longer term licenses, a DBE component will be a requirement. Consequently, successful proposers are encouraged to test DBE utilization as part of the Concept Test Program.

1.3 Award of License

Licenses will be awarded to the Specialty Vending Service Providers that submit proposals, complying with all requirements of the RFP and are determined to be in the best interest of the CTA. The firm(s) selected will be notified at the earliest practical date. The decision regarding acceptability of any SVM service proposal shall remain entirely with CTA. Each Vending Concession Area will be evaluated and awarded on an individual basis. Proposals must be valid for 120 days after the due date. Evaluation criteria and the evaluation process are described in detail in Section 5.0 Evaluation Process and Criteria.

The Licenses will give the Specialty Vending Service Providers the right to furnish, install, operate and maintain one or more SVMs at awarded Vending Concession Areas. The CTA anticipates awarding licenses to one or more Specialty Vending Service Providers.

SECTION 2.0 OPPORTUNITY

2.1 Available Vending Concession Areas.

It is the intent of the CTA to provide SVM services to its customers on a concept test basis at pre-selected CTA Facilities. Rights to provide SVM Services shall be **non-exclusive**. Market information and ridership statistics for the Transit Stations relevant to this opportunity are provided in Appendix D. Plans indicating potential locations for SVM's within the Concept Test Transit Stations are provided in Exhibit 1.

Proposers must submit proposals for at least five Vending Concession Areas in five different Transit Station locations listed below to be eligible for the Concept Test Program. Proposers are encouraged to submit alternate Vending Concession Areas in the Transit Stations, in order of preference so that a minimum of five Transit Station concepts could potentially be accommodated per Proposer.

Proposers may submit proposals for up to 15 of the Transit Station locations listed below. Proposers may also submit proposals for multiple concept SVMs within a single Transit Station.

Financial proposals must be submitted for each Vending Concession Area for which the Proposer wants to locate an SVM. The specific Vending Concession Areas within each facility are subject to final review and approval by appropriate CTA Departments and may be changed to accommodate CTA operations.

Concept Test: CTA Transit Stations for Vending Concession Areas

	<u>STATION</u>	<u>LINE</u>	<u>Entrance Lobbies for SVMs</u>
1	Jackson	Blue	2
2	O'Hare	Blue	1
3	UIC/Halsted	Blue	3
4	Damen	Brown	1
5	Wellington	Brown	1
6	Harlem/Lake	Green	2
7	Midway	Orange	1
8	Polk	Pink	1
9	95th	Red	1
10	Chicago/State	Red	1
11	Garfield	Red	1
12	Loyola	Red	1
13	Roosevelt/Wabash	Orange/Green	1
14	Belmont	Brown/Purple/Red	1
15	Fullerton	Brown/Purple/Red	1

2.2 Other Terms.

- a. The CTA will pre-identify potential Vending Concession Areas (see Appendix E) that offer good customer site lines and high traffic throughputs within each Transit Station. The number of available Vending Concession Areas will vary with space availability in each Transit Station. The CTA will work with all successful Proposers on Vending Concession Area site preferences within the Concept Test Transit Station. If multiple locations are available within a Transit Station the CTA will choose the areas in order of highest revenue to the CTA.
- b. The CTA reserves the right of movement or rotation of vending machines during the course of the Concept Test Term or the Option Term. The CTA will provide at least 14 days written notice of the requirement to move any SVM. All decisions will be at the CTA's discretion; movement of all SVMs within the Transit Station will be at the sole cost of the Licensee.
- c. A Licensee may request in writing to CTA for permission to move one or more SVMs to another location in order to facilitate the evaluation of the Concept Test Program. Granting of such requests shall be at the CTA's sole discretion.

- d. Transit Stations may require installation of electrical outlets in the Vending Concession Areas. If so required, all successful Proposers agree that the CTA will install the required electrical outlets, where feasible, and that the cost will be reimbursed equally by all Proposers located within the subject Transit Station. A cost estimate will be prepared in advance.

SECTION 3.0 SCOPE OF OFFERING

3.1 Term.

The Term of the License will be six months beginning the earlier of thirty (30) days after receipt by Licensee of a notice to proceed from CTA or upon the commencement of installation work of the first vending machine.

3.2 Option Term.

The Option Term shall be for a period of six months. Either party may notify the other party of its desire to exercise the Option Term with not less than 30 days prior written notice.

3.3 Compensation.

Compensation to the CTA will be in the form of a Monthly License Fee of 1) a fixed fee, 2) a percentage fee, or 3) a combination of the two fees. Based upon the accepted proposal the Monthly License Fee shall be expressed as one of the following:

- a. **The Monthly Fixed Fee** which is a flat fee for each Vending Concession Area and shall be paid in advance on the first day of each month as proposed for that Area by Licensee in Proposal Form A; **OR**
- b. **Monthly Percentage Fee** – the Monthly Percentage Fee shall be paid in arrears on the 20th day of each month for the prior month's transaction fees and based upon the Gross Revenues collected by Licensee from each Vending Concession Area as set forth in Form A. The percentage applied to Gross Revenues to determine the Monthly Percentage Fee shall be as proposed by Licensee in Proposal Form A. "Gross Revenues" shall mean the aggregate amount of all revenues derived from use of the Specialty Vending Machine less sales tax. **OR**
- c. **Combination Fee** – Proposer's may elect to propose a combination of a Monthly Fixed Fee and a Monthly Percentage Fee.
In addition, Licensee shall pay:
- d. **Monthly Electric Charge** – The Monthly Electric Charge for each Vending Concession Area shall be paid in advance on the first day of each month. The Monthly Electric Charge shall be billed as a flat fee of \$35.00 per SVM per month.

3.3 Condition of Property.

The property offered for use herein is offered in an as-is condition. The CTA makes no representations or warranties as to the condition of the property or its fitness for the purposes of the Proposers.

3.4 Installation and Maintenance.

In the event that any Vending Concession Area is not ready to receive installation of an SVM upon the date that the License begins (the License "Commencement Date"), Licensee shall be responsible for the cost to make all necessary improvements, including but not limited to, installation of all necessary electrical and telecommunications connections. Implementation of improvements shall begin within 14 days of CTA's approval of Licensee's installation plan for the Vending Concession Area(s). All such work, improvements, and equipment, except electrical work, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense. Any electrical work shall be performed by the CTA and the cost shall be reimbursed to CTA in equal shares by the Licensees occupying the Transit Station where the electrical work was performed.

3.4.1 The Licensee's plan for the installation of SVMs at each Vending Concession Area must be approved by the CTA prior to the commencement of any work. The installation plan shall include all details necessary to complete each SVM installation, including the number, size and type of SVMs by CTA Facility, floor loads, telephone, conduit runs, power and/or receptacle requirements and any associated wiring or other equipment ("Installation Plan"). Installation Plans shall be submitted to CTA for review within 30 days of License execution. It is anticipated that the CTA will issue Installation Plan approvals within 30 days of receipt.

3.4.2 The Licensee will be responsible for obtaining, and all costs associated with, any local, state, or federal permits or authorizations necessary to perform the activities associated with its work.

3.4.3 Not later than 14calendar days after approval of the Installation Plan, Licensee shall commence or cause to be commenced the performance of Licensee's work and shall diligently proceed to complete or cause to be completed Licensee's work. Licensee's work shall be performed in accordance with the approved Installation Plan in a good, safe, efficient, lien-free and workmanlike manner, using high grade materials, in compliance with all applicable laws, ordinances, rules, regulations and governmental requirements, and so as to minimize interference with and potential injury and damage to the Licensee's employees, agents and customers on and the operation of the CTA Facilities generally. Licensee's work shall be substantially completed within thirty (30) days of CTA installation plan approval, unless an extension is warranted due to CTA delays.

3.5 Operations.

3.5.1 Licensee shall keep its SVM open and operational during the same operating hours of the station at which it is located.

3.5.2 The Licensee shall be responsible for all costs associated with purchasing,

installing, servicing and operating the SVM, and shall pay, in addition to the Monthly License Fees, all other costs connected with its use of the Vending Concession Areas and operation of each SVM including, but not limited to, network fees, electric connection (if not already installed and as provided herein), telephone connection (if not already installed), service, equipment servicing, armored services, security monitoring services, maintenance, insurance, any and all taxes, and shall pay for all permits and licenses required by law.

- 3.5.3 The Licensee, its agents, employees, and subcontractors, shall have the right of ingress to and egress from the CTA Facilities and the Vending Concession Areas, provided, however, that the contractor (or subcontractors) supplying services, furnishings, materials, or stock shall not enter the CTA Facilities during rush hour commuter service periods. Routine work will be permitted Monday thru Friday, 9 a.m. – 3 p.m. and all day Saturday or Sunday. Non-routine maintenance or servicing (emergency or urgent servicing) will be permitted during rush hour service or in the evenings on an as-needed basis.
- 3.5.4 Licensee shall provide the means and contact information at each SVM for its customers to contact Licensee with problems or complaints.
- 3.5.5 The Licensee shall be solely responsible for the security of its customers, equipment, cash contents, armored service, employees and subcontractors in the operation of its SVM Services.

3.6 Minimum SVM Specifications.

Licensee shall provide SVMs with the following minimum specifications:

- 3.6.1 SVMs must meet all applicable local, state, and federal requirements.
- 3.6.2 SVMs must execute transactions using major credit cards including at least Master Card and Visa.
- 3.6.3 SVMs must be attractive, functional and resistant to rough usage and vandalism.
- 3.6.4 SVMs must be new or reconditioned to like-new condition.
- 3.6.5 The response time to service calls on SVMs and replenishment of product must be within 24 hours of notification.
- 3.6.6 The SVMs must comply with all requirements of the American with Disabilities Act that are applicable to vending machines.

3.6.7 Cost of installation for telephone communications and power are at the expense of Licensee.

3.6.8 User fees for telephone and power are at the expense of Licensee.

3.7 Signs.

Licensee shall comply with the following sign requirements:

3.7.1 Paper signs, stickers, banners or flags are prohibited unless special permission is received.

3.7.2 Plans and specifications for Licensee signs (if any) must be submitted for CTA review and approval. The CTA reserves the right to disallow any displays or signs which it may judge to be objectionable.

3.7.3 The location of Licensee signs (if any) must be approved by the CTA. Installation of signs must be performed by a licensed contractor acceptable to CTA and having the required insurance.

3.7.4 Signs must not interfere with station lighting or station directional signs.

3.8 No Brokerage Commission.

No commissions whatsoever for brokerage or any other fee or compensation shall be due or payable by the CTA or any affiliate, subsidiary or contractor.

3.9 Compliance with CTA Ordinances, City, State and Federal Laws.

The services to be provided by the Proposers under this License are subject to the requirements of CTA Ordinances, City, State and Federal laws and regulations. Compliance with these are the sole responsibility of the successful Proposers.

3.10 Insurance

At all times during the term of the License, Licensee must maintain policies of insurance meeting the terms stated in Appendix C. Any contractors performing construction build-out or installation on behalf of the Licensee will be required to provide certificates of insurance meeting CTA requirements.

Section 4.0 SUBMITTAL REQUIREMENTS

Responses to this RFP shall be submitted on standard 8 ½" x 11" single-sided, letter size paper and bound vertically on the left side, with printed material on one side only. The use of expensive and elaborate submittals is not necessary. All proposals submitted become the

property of the CTA and no materials will be returned.

A complete proposal as specified in this RFP and must be submitted in two packages under separate cover in the number of copies specified below. Documents with original signatures should be clearly labeled as such. Any failure to comply with the instructions provided in this package might be cause for rejection of the submission.

The proposal must contain sufficient detail to enable the CTA to evaluate it according to the criteria outlined in Section 5.0 Evaluation Process and Criteria. Failure to comply may be cause for rejection of the submission. The CTA reserves the right to accept or reject any or all submittals or parts thereof. The Proposer is responsible for all costs incurred in the preparation and materials associated with the submittals in response to the RFP.

4.1 Package 1: Qualifications and Technical Proposal

Ten (10) copies – 8 ½" x 11" paper – (1 Original; 9 copies)

The CTA seeks qualified firms that have the experience, staff and financial resources to provide the SVM Services described in this RFP. Proposers that are in default or have any outstanding financial obligations arising out of SVM services it is providing to the CTA or any other client or in default of any current obligation to the CTA will not be considered qualified for this SVM Services opportunity.

Proposers are required to submit a technical proposal providing all of the information requested below:

4.2 Cover Letter

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

4.3 Table of Exceptions

The summary must state whether the Proposal does or does not fully comply with the requirements as defined in this RFP and shall provide a detailed list of exceptions to the Scope of Services, the Sample License Agreement or other RFP requirements including all exhibits and appendices. This list must be in table form and must identify the page, section number, provision and the specific exception, non-conformance and/or substitute language proposed. Failure to identify any specific items of non-compliance will result in CTA assuming compliance. The CTA, at its sole discretion, may reject any exception.

4.4 Background and References (Form B)

- Proposer must list the Company name, address, main phone number, fax number, website and Federal Tax Identification Number.

- Subcontractor participants (if any) must be identified including Company name, address, main phone and number, website URL, legal form of organization, nature of participation, percentage ownership of project by each entity, DBE status and Federal Tax Identification Number.
- A Contact Person for this RFP must be identified including name, title, address, phone number, fax number, email address
- Attach evidence of good standing with the State of Illinois. Firms and principals must not be debarred from public contracting with the federal, state, and/or CTA.
- Proposer must provide a detailed company overview including firm history, length of time in business and the length of time in business providing the specific services required in the RFP, size, and organization structure.
- Proposers must disclose any previous contractual relationship with the CTA, the City of Chicago, State of Illinois, and/or Board of Education
- Proposers must address if there are any pending or recent law suits against the business or its owners
- Proposers must address if the Company has ever had a contract terminated for cause. If yes, please explain.
- Proposers must provide the name, address, account number, contact person and telephone number of your insurance agent.
- Proposers must provide the name, address, contact person, and telephone number and email addresses of three references for clients, business associates with knowledge of Proposers work within the last 5 years. By providing this information Proposer agrees that they can be contacted for reference.

4.5 RFP Proposer Experience (Form B)

- Proposer must describe management experience with projects of similar type scope and magnitude.
- Proposer must submit a list of all clients for which it has provided (or is currently providing) SVM services over the last two years. The list must include the number of SVM terminals it provided to each client, the type (concept) of the SVM's, the dates for the respective contracts, and a statement regarding the contract status for each contract. If any contract is currently in default or was terminated by the landlord/client the Proposer must so indicate.
- Proposer must provide references including name, address and telephone number of a person for each client identified and described above.
- Proposer must provide resumes of all individuals who would be assigned, in a management capacity, to the CTA Concept Test Program.

4.6 Evidence of Financial Condition and Capacity (Form B)

- Proposer must provide audited financial statements and annual reports for the past two years.
- List and briefly describe all legal actions for the past three years in which the

Proposer (or any team member) has been: (a) a debtor in bankruptcy; (b) a defendant in a lawsuit for deficient performance under a contract; (c) a respondent in an administrative action for deficient performance on a project; (d) a defendant in any criminal action. If a joint venture is submitting a response, this requirement shall apply to each member of the joint venture.

- Proposer must describe its ownership structure. If Proposer is a joint venture or partnership, ownership information must be provided for all joint venture members or partners.

4.7 Proposer's SVM Specifications, Management and Operations Plan (Form B)

Proposer's Management and Operations Plan must provide a detailed plan and methodology for providing SVMs services to the public. The plan should explain how Proposer will achieve the goals stated in this RFP. This plan must detail how the Proposer will maintain, service and restock SVMs, including the following:

- Principal address and phone number of the business and contact person responsible for the proposal.
- Identification of Sub-contractors (if any) to be used in conjunction with the performance of this RFP. If any subcontractors are to be used in installing, servicing, stocking or any other services or work these subcontractors must be identified and the scope of work provided must be fully described.
- Quality Assurance Plan
- SVM maintenance, inspection and restocking procedures
- Reporting systems
- Projected Capital Investment Expenditures
- Security Processes and Procedures
- Proposed staffing schedule to illustrate maintenance and service of SVMs

4.8 Identification of Proposed Concept and Equipment (Form B)

Proposers must describe the SVM concept and define the equipment specifications for SVM(s) that it proposes to install

- Concept description per SVM, including product list and anticipated cost per item,
- Diagrams including dimensions of the equipment,
- Copy(ies) of the manufacturer's technical specifications
- Photos showing the proposed SVMs and any signage, logos and other graphics which the Proposer would affix to the machine.

4.9 Documents and Number of Copies for Proposal

Submit under separate cover clearly marked "Package One: Company Qualifications and Technical Proposal for CTA SVM Services RFP Requisition No. B10RG03979. Include one original, one CD-ROM, and nine copies of each of the following unless otherwise noted:

- ✓ Cover Letter signed by a qualified proposer with the name of the proposer and

contact information.

- ✓ Proposal Form B Company Qualifications and Technical Proposal
Proposer's Management and Operations Plan
Two years of Audited Financial Statements
- ✓ Proposal Form C CERTIFICATION – Regarding Debarment for Primary
Participant and Lower Tier Participant (if applicable)
- ✓ Proposal Form C CERTIFICATION – Drug Free Work Place
- ✓ Proposal Form C CERTIFICATION – Lobbying
- ✓ Proposal Form C Disclosure of Ownership
- ✓ Proposal Form C Brief History of Your Company
- ✓ Proposal Form D Non-Disclosure Statement

4.10 Package 2: Financial Proposal

Ten (10) copies – 8 ½" X 11" paper – (1 Original; 9 copies)

Proposers must state their revenue proposals for each Transit Station in Form A – Financial Proposal. Form A shall be submitted in a separate sealed envelope clearly marked "Package Two: Financial Offer for CTA SVM Services RFP Requisition No B10RG03979 and with the Proposers name and contact information. **Package Two** shall include one original, one CD-ROM, and nine copies of Form A – Financial Proposal.

There are no required minimum bid amounts. Proposers may offer either a Monthly Fixed Fee or Monthly Percentage Fee or a combination of Monthly Fixed Fee and Percentage Fee for each Vending Concession Area. Proposers must state their revenue proposals (Monthly Fixed Fee or Monthly Percentage Fee) for each Vending Concession Area they wish to propose in Form A – "Financial Proposal". Proposers must submit financial offers for a minimum of five Vending Concession Areas and may submit financial offers for up to a maximum of 15 Vending Concession Areas.

Section 5.0 EVALUATION PROCESS AND CRITERIA

The intent of the Concept Test Program is to provide a diversity of products and services in order to obtain the data needed to ascertain the viability of automated retail concepts on CTA property. Thereby choosing one or more vendors that provide the CTA with the greatest breadth of products and provide the CTA with the greatest revenue split.

5.1 Evaluation Process.

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

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

5.2 Evaluation Criteria

In reviewing and evaluating the responses to the RFP, the following criteria will be scored as a "Pass/Fail" basis:

The Proposer is not in default or under a notice to cure a default in its financial obligation with the CTA or any other client/landlord in which it has done business over the last two years.

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

1. *Proposed Concept and Use:* The CTA will evaluate the proposed concept and use, and the compatibility of that use within the overall tenant mix of each Rapid Transit station. The proposed equipment plan and product list will be reviewed to define its desirability and compatibility with Transit Stations and for meeting the purpose of the Concept Test Program.
2. *Business Experience:* A Proposer's demonstration based upon past experience, that the Proposer is ready, willing, and able to successfully operate the proposed business/concept. The CTA will evaluate the Proposer's experience in the management of automated retail operations under common ownership or control and their locations.
3. *Proposer's Management and Operations Plan:* Proposer's Management and Operations Plan and methodology to provide SVM Services to the public will be evaluated. The evaluation will focus on detail provided on how the Proposer will maintain service and restock SVMs at Transit Stations.

4. *Financial Qualifications:* The CTA will evaluate the demonstrated financial strengths, stability, and credit history of the Proposer, the perceived ability of the Proposer to manage the Concept Test Program with the CTA, as well as the general business reputation of the Proposer's company and its principals.
5. *Financial Proposal:* The proposed rent is a final component of the overall evaluation. The financial proposal will be evaluated based on the overall financial compensation (guaranteed and projected) to be provided to the CTA.

The CTA retains the right to require additional information including a revised financial proposal from any Proposer, and to determine the veracity of the information in the proposal. A proposal found to be based on inaccurate or misrepresented information may be dismissed from further consideration.

Proposers in the competitive range, in contention for negotiations or award of the contract, may be required to make oral presentations. Failure of a Proposer to report for an oral presentation will be cause for dismissal of that Proposer's proposal from further consideration. However, the CTA is not required to hear a presentation from any Proposer and reserves the right to issue a contract based on the initial proposal submitted without providing any Proposer an opportunity for oral presentations or negotiations.

After determining which Proposers are in the competitive range, the CTA may conduct negotiations with those Proposers to discuss any deficiencies in their proposal and to ensure that the Proposers fully understand all the requirements of the RFP and have, or can obtain, the required documentation. Should there be negotiations; the CTA will issue to those Proposers remaining in the competitive range an invitation to submit a Best and Final Offer (BAFO). The BAFO will reflect the Proposer's final proposal to the CTA based on the oral presentation and/or negotiations.

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

Form A – Financial Proposal

Line	Transit Station	Addresses	City	2008 Entrance Ridership	Location Comments	SVM #1		
						Concept Description	Monthly Fixed Fee	Monthly Percentage of Sales
Blue	Jackson			2,264,889	2 entrances **			
		328 S. Dearborn St (1)	Chicago	1,385,645				
		314 S. Dearborn St (2)	Chicago	889,024				
Blue	O'Hare	1000 O'Hare Dr	Chicago	2,988,331	1 entrance			
Blue	UIC/Halsted			1,408,867	3 entrances **			
		430 S. Halsted (1)	Chicago	474,279				
		430 S Morgan (2)	Chicago	319,786				
		430 S. Peoria St (3)	Chicago	612,602				
Brown	Damen	4643-47 N. Damen Ave	Chicago	697,442	1 entrance			
Brown	Wellington	945 W. Wellington Ave	Chicago	1,000,000	1 entrance*			
Green	Harlem			1,217,972	2 entrances **			
		1 S. Harlem Ave (1)	Forest Park	584,948				
		Marion Street (2)	Forest Park	633,024				
Orange	Midway	4612 W. 59th St	Chicago	2,789,586	1 entrance			
Pink	Polk	1713 W. Polk St	Chicago	908,373	1 entrance			
Red	95th	15 W. 95th St	Chicago	4,370,932	1 entrance			
Red	Chicago/State	800 N. State St	Chicago	3,857,034	1 entrance			
Red	Garfield	220 W. Garfield Blvd	Chicago	1,337,291	1 entrance			
Red	Loyola	1200-08 W. Loyola Ave	Chicago	1,573,852	1 entrance			
Orange/Green	Roosevelt	Roosevelt/Wabash	Chicago	2,250,874	1 entrance			
Brown/Purple/Red	Belmont	945-49 W Belmont Ave	Chicago	3,800,000	1 entrance			
Brown/Purple/Red	Fullerton	943-47 W Fullerton Ave	Chicago	3,500,000	1 entrance			
* Figures based on 2007 Ridership due to construction in 2008								
** Locations with multiple entrance lobbies for transit stations; proposers may specify a desired entrance								

		SVM #2			SVM #2		
Line	Transit Station	Addresses	City	2008 Entrance Ridership	Concept Description	Monthly Fixed Fee	Monthly Percentage of Sales
Blue	Jackson			2,254,669			
		328 S. Dearborn St (1)	Chicago	1,385,645			
		314 S. Dearborn St (2)	Chicago	869,024			
Blue	O'Hare	1000 O'Hare Dr	Chicago	2,968,331			
Blue	UIC/Halsted			1,406,667			
		430 S. Halsted (1)	Chicago	474,279			
		430 S Morgan (2)	Chicago	319,786			
		430 S. Peoria St (3)	Chicago	612,602			
Brown	Damen	4643-47 N. Damen Ave	Chicago	697,442			
Brown	Wellington	945 W. Wellington Ave	Chicago	1,000,000			
Green	Harlem			1,217,972			
		1 S. Harlem Ave (1)	Forest Park	564,948			
		Marion Street (2)	Forest Park	633,024			
Orange	Midway	4612 W. 59th St	Chicago	2,769,586			
Pink	Polk	1713 W. Polk St	Chicago	908,373			
Red	95th	15 W. 95th St	Chicago	4,370,932			
Red	Chicago/State	800 N. State St	Chicago	3,857,034			
Red	Garfield	220 W. Garfield Blvd	Chicago	1,337,291			
Red	Loyola	1200-08 W. Loyola Ave	Chicago	1,573,852			
Orange/Green	Roosevelt	Roosevelt/Wabash	Chicago	2,250,874			
Brown/Purple/Red	Belmont	945-49 W Belmont Ave	Chicago	3,800,000			
Brown/Purple/Red	Fullerton	943-47 W Fullerton Ave	Chicago	3,500,000			
* Figures based on 2007 Ridership due to construction in 2006							
** Locations with multiple entrance lobbies for transit stations; proposers may specify a desired entr							

Line	Transit Station	Addresses	City	2008 Entrance Ridership	SVM #3		
					Concept Description	Monthly Fixed Fee	Monthly Percentage of Sales
Blue	Jackson			2,254,889			
		328 S. Dearborn St (1)	Chicago	1,385,645			
		314 S. Dearborn St (2)	Chicago	869,024			
Blue	O'Hare	1000 O'Hare Dr	Chicago	2,988,331			
Blue	UIC/Halsted			1,408,867			
		430 S. Halsted (1)	Chicago	474,278			
		430 S Morgan (2)	Chicago	319,788			
		430 S. Peoria St (3)	Chicago	612,602			
Brown	Damen	4843-47 N. Damen Ave	Chicago	697,442			
Brown	Wellington	945 W. Wellington Ave	Chicago	1,000,000			
Green	Harlem			1,217,972			
		1 S. Harlem Ave (1)	Forest Park	584,948			
		Marion Street (2)	Forest Park	633,024			
Orange	Midway	4612 W. 59th St	Chicago	2,769,586			
Pink	Polk	1713 W. Polk St	Chicago	908,373			
Red	95th	15 W. 95th St	Chicago	4,370,932			
Red	Chicago/State	800 N. State St	Chicago	3,857,034			
Red	Garfield	220 W. Garfield Blvd	Chicago	1,337,291			
Red	Loyola	1200-08 W. Loyola Ave	Chicago	1,573,852			
Orange/Green	Roosevelt	Roosevelt/Wabash	Chicago	2,250,874			
Brown/Purple/Red	Belmont	945-49 W Belmont Ave	Chicago	3,800,000			
Brown/Purple/Red	Fullerton	943-47 W Fullerton Ave	Chicago	3,800,000			
* Figures based on 2007 Ridership due to construction in 2008							
** Locations with multiple entrance lobbies for transit stations; proposers may specify a desired entr							

**Form B - Company Qualifications and Technical
Proposal Requirements Commitment**

PROPOSAL FORM B
COMPANY QUALIFICATIONS AND TECHNICAL REQUIREMENTS

Instructions: Form B contains information for assessing qualifications and technical proposal. Please answer each and every question in your proposal and whenever possible please answer these questions in the order presented in the form. A blank is provided after each item of information required. Please insert the referenced Tab and Page number in your proposal to locate this information. Also please use the question number in your proposal text to assist us in assuring that your submission is complete.

Background and References	Reference Tab	Reference Page
1. Prime Proposer: Name, address, main phone number, fax number, website.		
2. Provide the following information for each subprime participant: Name, address, main phone and number, website URL, legal form of organization, nature of participation, percentage ownership of project by each entity, DBE status.		
3. Contact Person for this RFP: Name, title, address, phone number, fax number, email address		
4. Federal Tax Identification Number		
5. Attach evidence of good standing with the State of Illinois. Firms and principals must not be debarred from public contracting with the federal, state, and/or CTA.		
6. Provide a detailed overview of your company including firm history, length of time in business and the length of time in business providing the specific services required in the RFP, size, and organization structure.		
7. Has the business ever had a prior contractual relationship with the CTA? Has the company provided goods and/or services to Chicago city government, state, county, and/or Board of Education? Yes or no? If yes, please explain.		
8. Have any of the business owners in this endeavor ever been convicted of felony violations of Federal, state or local laws?		
9. Are there any pending or recent law suits against the business or its owners and/or, have you ever had a contract terminated for cause? If yes, please explain.		
10. Provide the name, address, account number, contact person and telephone number of your insurance agent.		
11. Provide the name, address, contact person, and telephone number and email addresses of three (3) references for clients, business associates with knowledge of Proposers work within the last 5 years. By providing this information Proposer agrees that they can be contacted for reference.		

Financial Responsibility	Reference Tab	Reference Page
12. Provide the name, address, account number, contact person and telephone number of your primary bank.		
13. Provide the name, address, account number, contact person, and telephone number of at least one (1) reference from financial business partners.		
14. Has this business or any of the business' owners ever filed for bankruptcy?		
15. Provide the last two (2) years audited financial statements of the Proposer.		
16. List and briefly describe all legal actions for the past three (3) years in which your firm (or any team member) has been: (a) a debtor in bankruptcy; (b) a defendant in a lawsuit for deficient performance under a contract; (c) a respondent in an administrative action for deficient performance on a project; (d) a defendant in any criminal action. If a joint venture is submitting a response, this requirement shall apply to each member of the joint venture.		
Experience	Reference Tab	Reference Page
17. Describe the overall experience of the Proposer for providing the required services herein, all participants, consultants, subcontractors, and the principals of each. Describe the relationship and responsibilities of the participants and provide evidence of the ability of each participant to carry out said responsibilities.		
18. Demonstrate that the business and/or its principals, operations and management team have consecutive years of experience providing the required SVM services herein. Demonstrate experience including the number of terminals and locations.		
19. Provide the resumes of the principals and key individuals who will be assigned in management capacity.		
20. Describe management experience of similar scope and magnitude particularly for similar large public facilities such as transportation and shopping centers. Include a list of clients for which SVM terminals have been provided including contract dates and duration, number of locations and terminals.		
21. Provide references including company name, address, contact person, and telephone number and email addresses for each client named above.		
SVM Operations and Management Plan	Reference Tab	Reference Page
22. Describe your proposed operations program. Specifications should at a minimum address restocking, maintenance, complaints, servicing, ADA compliance, and other applicable local, state, and federal requirements.		

23. Provide a Management and Operations Plan as specified in the RFP (See section 3.5 and 4.6. Proposer's Management and Operations Plan must provide a detailed plan and methodology for providing SVMs services to the public. The plan should explain how Proposer will achieve the goals stated in this RFP. ▪ Identification of Sub-contractors (if any) to be used in conjunction with the performance of this RFP. If any subcontractors are to be used in installing, servicing, stocking or any other services or work these subcontractors must be identified and the scope of work provided must be fully described. ▪ Quality Assurance Plan ▪ SVM maintenance and inspection procedures ▪ Reporting systems ▪ Estimated annual revenue with SVM assumptions ▪ Projected Capital Investment Expenditures ▪ Security Procedures including removal and proper disposal of items ▪ Proposed staffing schedule to illustrate coverage of operating hours		
Identification of Proposed Concept and Equipment	Reference Tab	Reference Page
24. Describe the specifications for proposed SVM unit(s) and how they meet the CTA requirements in RFP including, but not limited to, RFP sections 3.6. Include sample photos, dimensions and manufacturers specifications.		
25. Provide sample signage, logos and other graphics for the proposed SVM units.		
26. Provide a concept description per SVM, including product list and anticipated cost per item,		
27. (OPTIONAL) Explain any value-added programs you would like the CTA to consider such as new marketing opportunities. Give examples and discuss potential revenue and benefits to the CTA.		
28 (OPTIONAL) Provide a location description (or photo/diagram) indicating the desired placement of the SVM within the Transit Station		

Proposal Form B

Authorization for Release of Information and Certification

I, the undersigned, hereby authorize release, to the Chicago Transit Authority ("CTA"), Jones, Lang, LaSalle Americas, Inc. ("Jones Lang LaSalle"), and TR Advisors, LLC, ("TRA"), any and all credit information concerning the individual(s), business(s) or organization(s) listed above or attached hereto. I authorize the CTA, Jones Lang LaSalle and TRA to obtain credit and account, and performance information from the Proposer's bank, insurance agency, and customer and credit references. I understand that this information is to be used solely for the purpose of evaluating the Proposer's ability to perform the requirements as detailed in this Request for Proposals.

I CERTIFY THAT THE STATEMENTS MADE ON FORM B ABOVE OR ANY ATTACHMENTS ARE TRUE.

PROPOSER'S NAME: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

Print Name and Title:

Date:

An Authorization or Release of Information and Certification must be provided for each participating entity.

Form C – Certifications

- Debarment - Primary Participant**
- Debarment - Lower Tier Participant**
 - Drug free Workplace**
 - Lobbying**
 - Disclosure of Ownership**
- Brief History Of Your Company**

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

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 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 in 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:
 - (1) Operating a revenue service vehicle, including when not in revenue service;
 - (2) Operating a non-revenue service vehicle, when required to be operated by a holder of a commercial Driver's License;
 - (3) Controlling dispatch or movement of a revenue service vehicle;
 - (4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
 - (5) Carrying a firearm for security purposes.
7. 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, 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)

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

DISCLOSURE OF OWNERSHIP

All businesses submitting proposals are required to complete the appropriate portion of this form. If more space is needed attach additional pages. In signing and submitting its proposals, of which this Disclosure of Ownership form is a part, the business certifies that the information submitted on this Disclosure of Ownership form is correct as of the date of the submittal of the proposal.

1. IF THE BUSINESS IS A CORPORATION, check this box ☐ and complete:
If the shares of the Corporation are not listed on the New York Stock Exchange or any regional exchange, list the name of each person who possesses either nominal or beneficial ownership or 5% or more of the Corporation's stock (list below). If none, type or print "NONE" in space below.

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 _____

TYPED OR PRINTED NAME	%INTEREST
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. IF THE BUSINESS IS A PARTNERSHIP, check this box ☐ and complete:
The name of each general, limited or individual partner entitled to receive 5% or more of the profit derived from partnership activities (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME	%INTEREST
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. IF THE BUSINESS IS A SOLE PROPRIETORSHIP, check this box ☐ and complete:
The name of each person other than the owner entitled to receive 5% or more of the profits derived from the activities of the business (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME	%INTEREST
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

[illegible]

Form D – Non-Disclosure Statement

RFP NON-DISCLOSURE STATEMENT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP"), **Requisition No. B10RG03979 Request for Proposal (RFP) License to furnish, install, operate and maintain Specialty Vending Machines on CTA property for a term of Six months with one six month option term:**

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

Therefore, Company states as follows:

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

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

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

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

RFP NON-DISCLOSURE STATEMENT SUB-CONSULTANT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP") **Requisition No. B10RG03979 Request for Proposal (RFP) License to furnish, install, operate and maintain Specialty Vending Machines on CTA property for a term of Six months with one six month option term:** _____

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

Therefore, Company states as follows:

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

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

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

Appendix A

Sample CTA License Agreement – Not for Execution

Appendix A

**SAMPLE
SPECIALTY VENDING MACHINE
CONCESSION LICENSE AGREEMENT**

BETWEEN

THE CHICAGO TRANSIT AUTHORITY

AND

AS LICENSEE

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Article I – Grant of License, Permitted Use, Condition, and Term
Article II – Reference Data
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Article IV – Records, Reports, and Audits
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Article VIII – Operations
Article IX – Minimum Specialty Vending Machine Specifications
Article X – Interference with Transit Operations
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Attachments

Attachment A – CTA Facilities
Attachment B – SVM Concession Area Maps
Attachment C – License Fee by Location
Attachment D – SVM Model(s) and Dimensions
Attachment E – Insurance Requirements
Attachment F – Other Required Forms

**SPECIALTY VENDING MACHINE
SAMPLE Concession License Agreement**

This License Agreement ("Agreement") is made in the City of Chicago this _____ day of _____, 2009 by and between _____ ("Licensee"), a _____ (State) Corporation, with a business address at _____, and **Chicago Transit Authority** ("CTA" or "Licensor"), an Illinois municipal corporation, as Licensor.

WITNESSETH:

WHEREAS, the CTA operates the nation's second largest public transportation system, providing bus and elevated/subway train service for Chicago and 40 surrounding suburbs; operates 24 hours per day, each day of the year; and is an integral part of the Chicago area economy and its mission is to deliver quality, affordable transit services that link people, jobs and communities; and

WHEREAS, Licensee desires to install and operate Specialty Vending Machines with certain rights in certain of these rail transit passenger stations, and bus and rail maintenance facilities, and

WHEREAS, the CTA desires to expand its vending offerings on a test basis to determine if automated retail vending is a sound business model for CTA property and to test multiple automated retail concepts; and

WHEREAS, the Licensor deems it advantageous to itself and to its operation of said CTA facilities to grant unto the Licensee the Specialty Vending Machine concession areas and rights, licenses and privileges as herein set forth:

NOW THEREFORE, Licensor and Licensee agree:

ARTICLE I. GRANT OF LICENSE, PERMITTED USE, CONDITION, AND TERM.

A. Licensor, in consideration of the compensation and the other covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant Licensee the right to use at the CTA facilities listed in Attachment A (hereinafter referred to collectively as the "CTA Facility(ies)"), specified portion(s) of the CTA Facilities as identified on the drawings in Attachment B, attached hereto and made a part hereof (the "SVM Concession Areas"). The permitted use of each SVM Concession Area is for the purpose of furnishing, installing, operating, and maintaining a Specialty Vending Machine concession and for no other purpose.

B. The SVM Concession Areas as set forth in Attachment B are provided on an "as is" basis with no warranty of fitness as to suitability for Licensee's proposed use. Licensee warrants and represents to the Licensor that it has thoroughly inspected the SVM Concession Areas and has determined that they are sufficient for its purposes.

C. The term Specialty Vending Machine ("SVM") shall mean a customer operated vending machine which is designed to vend for purchase items such as 1) _____. Specialty Vending Machine does not include food or beverage items, except _____.

D. Licensee shall install the SVMs at the CTA Facilities as indicated in Attachment A. Either Party may request to move or add locations to the list in Attachment ARFP, or to move locations in order to meet concept test program goals. The Parties shall mutually agree on the relocation or addition of locations during the Term.

E. Licensee has the non-exclusive right to install SVM machines in the CTA Facilities listed in Attachment A at the SVM Concession Areas shown in Attachment B. The CTA retains the right to install additional SVM machines at any CTA Station.

F. The Term of this Agreement shall be for a period of six (6) months commencing on the Commencement Date as set forth in Article II and terminating on the Expiration Date. The parties may by mutual agreement extend the term for another six (6) months. Either party may notify the other party of its desire to exercise the Option Term with not less than thirty (30) days prior written notice. The notified party shall respond to any notice, accepting or declining the option, in writing within ten (10) days of receipt of said notice.

ARTICLE II. REFERENCE DATA.

- A. **Licensee Name:**
- B. **Licensee Notice Address:**
- C. **CTA Facilities for SVM installation and specific locations of SVMs: See Attachment A**
- D. **SVM Concession Area Maps by Location: See Attachment B**
- E. **Schedule of Fees: See Attachment C**
- F. **Machine Model(s) and Dimensions: See Attachment D**
- G. **Instructions for Payment:** Licensee must pay all fees due the CTA by electronic funds transfer in immediately available funds made payable to the "CHICAGO TRANSIT AUTHORITY" or in such other manner as Licensor may from time to time designate by notice to Licensee.
- H. **Term:** Six (6) months commencing on the License Commencement Date and terminating on the Expiration Date.
- I. **Option Term:** Thirty (30) days prior to the Expiration Date, the parties shall mutually agree upon a six (6) month option term under the same terms and conditions of the initial Term.
- J. **License Commencement Date:** _____
- K. **Expiration Date:** _____
- L. **Miscellaneous:** _____
- M. **Insurance Certificates:** Licensee shall forward all insurance certificates and insurance policies required hereunder to Licensor at the following address:
Chicago Transit Authority Manager, Risk Management P.O. Box 7564 Chicago Illinois
60680-7564
- N." **"Operating Hours"** shall mean every day of the year during the same hours of operation of the Station or CTA Facility at which the SVM is located.

ARTICLE III. MONTHLY FEES.

A. **[Note: to be modified based upon Proposer's form of monthly license fee.]** The Licensee shall pay, without demand, setoff, or abatement, except as otherwise provided herein, to the Licensor the following fees which collectively shall comprise the Monthly License Fee:

1. **Monthly Fixed Fee-** the Monthly Fixed Fee for each location, as set forth in Attachment C, shall be paid in advance on the first day of each month. The Monthly Fixed Fee shall remain constant throughout this agreement.
2. **Monthly Percentage Fee** – the Monthly Percentage Fee shall be paid in arrears on the 20th day of each month for the prior month's sales transactions and based upon the Gross Sales Revenues collected by Licensee from transactions fees for each location as set forth in Attachment C. "Gross Sales Revenues" shall mean the aggregate amount of all revenues derived from use of the Specialty Vending Machine. Gross Sales Revenues **do not include** applicable sales taxes on SVM transactions. The obligation to pay the Monthly Percentage Fee shall survive the expiration or earlier termination of this Agreement.

3. **Monthly Electric Charge** – The Monthly Electric Charge for each location, as set forth in Attachment C shall be paid in advance on the first day of each month at the rate of \$35.00 per month for each SVM.
- B. Licensee shall pay the Monthly License Fee to Licensor in lawful money of the United States of America at such place as Licensor may from time to time designate by notice to Licensee.
- C. Unless otherwise notified, Licensee shall send payments of the Monthly License Fee to the CTA by electronic funds transfer or in such other manner as Licensor may from time to time designate by notice to Licensee.

Licensee's Monthly Gross Revenue Report (as defined in Article IV) and related documents shall be sent to:

Mr. John Gandor
Senior Manager, Finance
Chicago Transit Authority
567 West Lake Street
P.O. Box 7565
Chicago, IL 60680-7565

with a copy to:

Ms. Sandi Greene
Vice President
Jones Land LaSalle Americas Inc.
200 E. Randolph Drive
Chicago, IL 60601

E. The Monthly Percentage Fee, if any, shall commence for each SVM Concession Area upon the first sale at that SVM. Licensee shall provide written notice to Licensor of completion of installation of each SVM within five (5) days of said completion.

F. If the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the Monthly Percentage Fee, if any, for said month shall be applicable only to those sales which fall within the Term of this Agreement.

G. In the event any payment required to be paid to the Licensor hereunder is not made when due, Licensee shall pay interest on such overdue amount at the rate of one percent (1%) per month or the highest rate permitted by law, whichever is less, (the "Default Rate") commencing on the date that such payment was due. In addition to interest, the Licensee shall pay a Late Charge in the amount of \$100.00 for each month that the Licensee makes a late payment.

ARTICLE IV. RECORDS, REPORTS AND AUDITS.

A. Monthly Sales Report. Licensee shall furnish a monthly report of monthly sales, as defined herein (the "Monthly Sales Report"). The Monthly Sales Report shall be certified by an officer of Licensee and submitted to the Licensor by the 20th day of each month together with the Monthly Percentage Fee. The Form of the Monthly Sales Report shall be approved by the CTA in writing and must include at least the following information: (i) Machine Number (or other identifier); (ii) Machine Location (Station/Line and Address); (iii) Products in the Vending Machine for that Month including pricing per product; (iv) Gross Sales and units sold by product; (v) Gross Sales By Machine (Gross Sales is all collected receipts); (vi) Less Applicable taxes; and (vii) Percentage Fee, if any, (based on Contract percentage rate). Reports shall be submitted to the address indicated in Article III C herein. The Monthly Sales Report shall be required whether or not there is a Percentage Fee due hereunder.

B. Monthly Service Call/Complaint/Vandalism Report. Licensee shall furnish a monthly report of incidents, as defined herein (the "Monthly Service Call/Complaint/Vandalism Report"). The Monthly

Service Call/Complaint/Vandalism Report shall be certified by an officer of Licensee and submitted to the Licensor by the 20th day of each month together with the Monthly Percentage Fee. The Form of the Monthly Service Call/Complaint/Vandalism Report shall be approved by the CTA in writing and must include at least the following information: (i) Machine Number (or other identifier); (ii) Machine Location; (iii) Nature of service call or complaint; (iv); Date of service call, complaint or vandalism incident; (v) Image of complaint or vandalism incident (as appropriate); and (vi) Date and time complaint was resolved or service was restored. Reports shall be submitted to the address indicated in Article III C herein.

Licensee agrees to maintain an adequate and reasonable system of internal controls and accounting methods to insure that Gross Revenues are properly reported to the Licensor. The internal controls and accounting methods should include features normally employed by well-managed operations in accordance with industry standards and in compliance with generally accepted accounting principles.

C. The Licensee shall permit and agree to cooperate with the authorized representatives of the CTA who may inspect and audit all data and records of the Licensee relating to the Licensee's performance and any subcontractor agreements under this License Agreement from the date of this Agreement through and until the expiration of five years after the expiration or termination of this Agreement. The Licensee further agrees to comply with all of the requirements of Licensor's Ordinance No. 99-173, as it may be amended from time to time, the provisions of which are incorporated into this Agreement to the same force and effect as if set forth in full herein. As required by Ordinance No. 99-173, as amended, the Licensee agrees to cooperate fully and expeditiously with the Licensor's Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and subcontractors of the Licensee. A copy of this ordinance is available at www.transitchicago.com.

D. Licensee shall maintain at its office in Chicago, or make available in Chicago if requested: its books, ledgers, journals, accounts, and records wherein are kept all entries reflecting its operation at the CTA Facilities under this Agreement. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by the CTA, or its duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts there from as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. In the event that an audit reveals a discrepancy in Gross Revenues in favor of the CTA of 5% or more over the period being audited, then the cost of the audit shall be paid by the Licensee.

E. If a Monthly Percentage Fee is required hereunder, within 30 days after the close of each year of the License Agreement ("License Year") and within 30 days of the termination of this Agreement, the Licensee will provide the Licensor with a "Statement of Gross Revenues", setting forth the Gross Revenues by month for the License Year and the calculation of the Monthly Percentage Fee, certified by an independent third party certified public accountant. In the event that the certified aggregate Monthly Percentage Fee for the License Year is more than the amount actually paid for the License Year, Licensee shall submit payment for the difference with the Statement of Gross Revenues. Reports shall be submitted to the address indicated in Article III C. herein.

F. Licensee shall furnish such other further financial or statistical reports as the CTA may, from time to time, reasonably request in writing. Licensee acknowledges that additional reporting may be required due to the nature of the concept test program.

ARTICLE V. INSTALLATION AND MAINTENANCE.

A. In the event that any SVM Concession Area is not ready to receive installation of an SVM upon the Commencement Date, Licensee shall be responsible for the cost to make all necessary improvements, including but not limited to, installation of all necessary electrical and telecommunications connections, except that if multiple SVM licensees are occupying the same transit station as Licensee, then Licensee shall only be responsible for its pro rata share of any cost for the installation of electrical service.

B. Construction of improvements shall begin within fourteen (14) days of Licensor's receipt of (i) approval of Licensee's installation plan for the SVM Concession Area(s), and (ii) all required permits and governmental authorizations, and thereafter Licensee shall diligently prosecute to completion such construction. All such work, improvements, and equipment shall be furnished, supplied, installed and/or

constructed by Licensee at its sole cost and expense. Any electrical work shall be performed by the CTA and the cost shall be reimbursed to CTA in equal shares by all SVM licensees occupying the transit station where the electrical work was performed.

C. The Licensee's plan for the installation of SVMs at each SVM Concession Area (each an "Installation Plan") must be approved by the CTA prior to the commencement of any work. The Installation Plan shall include all details necessary to complete each SVM installation, including the number, size and type of SVMs by location, floor loads, telephone, conduit runs, power and/or receptacle requirements and any associated wiring or other equipment. It is anticipated that the CTA will issue Installation Plan approvals within 30 days of receipt. Licensee shall submit the Installation Plan within thirty (30) days of the License Commencement Date.

D. The Licensee will be responsible for obtaining, at Licensee's sole cost, any local, state, or federal permits or authorizations necessary to perform the activities associated with its work.

E. Licensee's work shall proceed diligently from commencement and be performed in accordance with the approved Installation Plan in a good, safe, efficient and workmanlike matter, using high grade materials, in compliance with all applicable laws, ordinances, rules, regulations and governmental requirement, and so as to minimize interference with and potential injury and damage to the Licensees, employees, agents and riders of the station and the operation of the CTA Facilities generally. Licensee's work shall be substantially completed by the later of (i) sixty (60) days after the License Commencement Date, and (ii) thirty (30) days after CTA approval of the Licensee's Installation Plan, unless an extension is permitted due to CTA delays.

F. Licensee's work shall be subject, at all times, to the inspection by Licensor, its agents and employees. Licensor shall have the right to order that work which does not substantially and materially comply with the approved Installation Plan be removed immediately and Licensee agrees to remove same.

G. After completion of the Installation Plan for each SVM Concession Area, Licensee shall make no alterations, additions or replacements without obtaining the prior written approval from CTA and shall maintain the improvements and all other portions of the SVM Concession Area(s) in good and serviceable condition and repair throughout the Term.

H. In the event Licensee has not completed installation of an SVM at any location listed in Attachment B within one year of the License Commencement Date, then Licensee's right to install an SVM at that location shall cease and Licensee shall have no further rights as to that specific location.

I. The CTA may request that Licensee install a second SVM machine at any CTA Station in which Licensee has the only SVM awarded pursuant to the RFP. In the event Licensee agrees to install a second such SVM machine, the Monthly Fixed Fee, Monthly Percentage Fee and Monthly Electric Charge for both SVM's will be as agreed to by the parties.

ARTICLE VI. SIGNS.

Licensee shall not erect, install, operate nor cause nor permit any signs to be erected, installed or operated in or upon the SVM Concession Area(s) or the CTA Facilities within which the SVM Concession Area(s) is/are situated. All signs which may be permitted by Licensor hereunder, whether or not affixed to the SVM, shall be approved by Licensor in writing prior to installation. Licensee shall comply with the following sign requirements:

1. Paper signs, stickers, banners or flags are prohibited unless special permission is received.
2. Plans and specifications for Licensee signs (if any) must be submitted for CTA review and approval. The CTA reserves the right to disallow any displays or signs which it may judge to be objectionable.
3. The location of Licensee's signs (if any) must be approved by the CTA. Installation of

signs must be performed by a licensed contractor acceptable to CTA and having the required insurance.

4. Signs must not interfere with station lighting or station directional signs.

ARTICLE VII. LIEN PROHIBITION.

A. Licensee shall not permit any mechanics or materialmen's liens to attach to the SVM Concession Areas or the CTA Facility. Licensee shall defend, indemnify, and hold Licensor harmless from and against any and all mechanics and other liens and encumbrances filed in connection with its Installation Plan and work or any other work, labor, services, or materials done for or supplied to Licensee or any person claiming through or under Licensee including, without limitation, security interests in any materials, fixtures or articles installed in and constituting a part of the SVM Concession Areas and against all costs, expenses, and liabilities (including reasonable fees of attorneys of Licensor's choosing) incurred in connection with any such lien or encumbrance or any action or proceeding brought thereon. Licensee, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances within ten (10) days after the filing thereof.

B. In the event Licensee has not so performed, Licensor may, at its option, pay and discharge such liens and Licensee shall be responsible to reimburse Licensor for all costs and expenses incurred in connection therewith, together with interest thereon at the Default Rate, which expenses shall include reasonable attorneys fees (of attorneys of Licensor's choosing) and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the SVM Concession Areas or the CTA Facility. Any amounts so paid by Licensor shall constitute an Additional Monthly License Fee payable by Licensee to Licensor on demand. Licensee shall provide Licensor copies of lien waivers and contractor's sworn statements in connection with the execution of its Installation Plan.

ARTICLE VIII. OPERATIONS/SCOPE OF SERVICES.

The Contractor will meet all of the requirements in the scope of services as listed below.

A. VENDING MACHINES AND PRODUCT.

1. The Contractor will supply materials and labor to furnish and install Vending Machines at the locations listed in Attachment A. All vending locations are offered in an as-is condition.
2. All Vending Machines installed at the inception of this Contract and maintained throughout the Term of this Contract will:
 - a. Be stocked with nationally branded, recognized, high quality consumer products
 - b. Be in new or like-new condition and in any case be no more than 2-years old;
 - c. Be housed in machines that have closed bases with an outside frame or casing;
 - d. Be attractive, functional and resistant to rough usage and vandalism.
3. The Contractor shall have the right to place full Trademark Panels, which are full panel Vending Machine identification medallions representing the Contractor's products and company, on up three sides of the Vending Machine. The design of Trademark Panels must be submitted to the CTA for written approval before Vending Machines are placed throughout the system. Contractor shall obtain CTA's prior written approval for any additional advertisements for special promotions, new products or any other non-full panel logos. The Contractor is prohibited from placing any form of advertisement upon CTA property except those permitted for placement on the Vending Machines which shall be limited to the advertisement of the products contained therein.
4. Vending Machines must meet all applicable local, state and Federal requirements, including American with Disabilities Act (ADA) requirements.
5. All Vending Machines must be equipped to execute transactions using major credit cards including at least Master Card and Visa.

6. Contractor shall provide _____ *[detail required consumer products if any]* and shall routinely monitor sales according to location and adjust product mix as needed to achieve the highest sales possible. Product lists shall be reviewed and approved by CTA prior to installation of any Vending Machine. Product types are limited to the general categories described in the Special Conditions Paragraph 1 unless otherwise approved in writing by CTA.
7. When required during the Term, replacement Vending Machines shall meet the minimum criteria of this Scope of Services.

B. INITIAL INSTALLATION OF VENDING MACHINES.

1. Upon commencement of the Contract, the Contractor shall submit complete plans and specifications for installing Vending Machines required herein. All Vending Machines shall be affixed to the wall or floor in a manner to be approved by the Authority to prevent injuries or damage from shaking, tipping, and other forms of vandalism.
2. Installation of each Vending Machine at each site will be at a specific location approved by the CTA in writing. The CTA reserves the right to delete a site at any time for public safety reasons.
3. Installation of all Vending Machines required herein shall be completed within thirty (30) days of receipt of a Notice to Proceed, unless an electrical outlet needs to be installed. Installation of additional electrical outlets will be performed by CTA at the sole cost of the Contractor.
4. At the end of the Term, Contractor shall coordinate and cooperate with any subsequent vending contractor for the timely removal of its Vending Machines.
5. All costs associated with the preparation and implementation of the Pilot Specialty Vending Program, including, but not limited to, the cost to bring in power and install electrical outlets will be at the sole cost of the Contractor.

C. OPERATING REQUIREMENTS.

During the Term, the Contractor shall install, replenish stock, collect revenue from, secure, maintain, repair, and replace as needed the required Vending Machines at its own cost and meet the following additional operating requirements:

1. The Contractor shall name a single point of contact for the Contract ("Vendor's Contract Manager"). The Vendors Contract Manager shall be responsible for the management and operation of the Contract, and shall be the direct contact with the CTA's manager.
2. The CTA has designated JLL as its real estate representative and the designated manager of this Contract ("CTA Contract Manager"). The CTA and the Contractor shall provide notice of any changes to their respective managers and representative.
3. The Contractor must provide the CTA Contract Manager with a means of directly reaching the Contractor's maintenance/service personnel twenty-four (24) hours a day, seven days a week including holidays.
4. Contractor shall provide the consumer with a customer service and support system for defective merchandise and for returns. The means for contacting the Contractor shall be evident to the consumer.
5. The Contractor shall keep each Vending Machine, the floor area immediately under and around the Vending Machine, and the wall behind the Vending Machine in a clean and sanitary condition.
6. The Contractor shall keep all Vending Machines adequately stocked to minimize empty machines or product choice slots.
7. The Contractor must maintain equitable pricing of products system-wide at all approved Vending Machine locations.

8. Vending Machine malfunctions or failures ("Out of Service"), which are discovered by CTA personnel, will be reported to the CTA Contract Manager, which will notify the Contractor. The CTA is not required to report depleted stock. For the purpose of this requirement, "out of stock" is defined as a machine's inability to vend any particular selection due to a depletion of supply.
9. The Contractor must have the Out of Service Vending Machine back in service within twenty-four (24) hours of notification if notification occurs within a business day. If the Contractor receives notification outside of the business day, then the machine shall be returned to service within the first four (24) hours of the following business day, unless the Vending Machine is required to be replaced or has been rendered inoperable due to vandalism, in which case forty-eight (48) hours shall be allotted for repair or replacement. The Business Day shall be defined as 7a.m.-5 p.m., seven (7) days per week.
10. Vending Machines may be serviced during any off-peak service hours that Rapid Transit stations and maintenance facilities are open and attended. Peak hours are 06:00 am to 09:00 am and 3:00 pm to 8:00 pm Monday through Friday and are excluded for service hours so as to not impact transit customer movement through the stations. CTA will provide the Contractor with the hours that the stations and facilities are open as well as the names and telephone numbers of CTA employees who may be contacted should special situations occur which require after-hours maintenance. Specific station operating hours are listed on www.transitchicago.com and may vary from station to station. The CTA, on a case by case basis, will determine if after-hours maintenance is possible.
11. The Contractor is responsible for the safety of all its subcontractors, agents or employees. Contractor is responsible for all acts of its subcontractors, agents or employees, whether willful or accidental.
12. Contractor shall be responsible for repair or replacement of Vending Machines due to vandalism. Vandalism shall be defined as willful or malicious damage or defacement, caused by person(s) known or unknown, which results in Vending Machine failure, malfunctions, or defacement. Vandalism shall include attempts to burglarize the machine contents; unauthorized attempts to remove the Vending Machines contents; unauthorized attempts to remove the Vending Machines, the application of graffiti or otherwise deface, or attempts to otherwise purposely or as a result of said vandalism cause the Vending Machines to cease normal operation. Any costs associated with repair/replacement of Vending Machines due to Vandalism, and/or any resulting damage to CTA property will be borne by the Contractor.

D. The Licensee shall be responsible for all costs of purchasing, installing, servicing and operating the SVM concession, and shall pay in addition to the Monthly License Fees all other costs connected with the use of the SVM Concession Areas and operation of each SVM including, but not limited to, network fees, electric connection (where required to be installed and as provided in Article V herein), telephone connection (where required to be installed), telephone service, equipment servicing, armored services, replenishing, security monitoring services, maintenance, insurance, any and all taxes, and shall pay for all permits and licenses required by law.

E. The Licensee, its agents, employees, and subcontractors, shall have the right of ingress to and egress from the CTA Facilities and the SVM Concession Areas, provided, however, that the subcontractors supplying services, furnishings, materials, or stock shall not enter the CTA Facilities during rush hour commuter service periods. Work will be permitted, Monday thru Friday, 9 a.m. – 3 p.m. No work will be permitted during rush hour service or in the evenings.

F. Licensee shall provide the means and contact information at each SVM for its customers to contact Licensee with problems or complaints.

G. The Licensee shall be solely responsible for the security of its customers, product, equipment, cash contents, employees and subcontractors in the operation of its SVM services.

ARTICLE IX. INTERFERENCE WITH TRANSIT OPERATIONS.

A. Licensee shall not interfere with the operation by the Licensor of its transit system. It is mutually agreed that the rights and privileges granted herein shall be exercised by Licensee subject to the paramount right of the Licensor, in its absolute and unfettered discretion, to operate, maintain and improve its transit system. The Licensor shall not be liable to Licensee for any compensation or reduction of the Monthly License Fee or other payment by reason of inconvenience or annoyance, or for loss of business arising from any requirement that the Licensor or its agents enter the area for any of the purposes reserved to it herein, or to repair the SVM Concession Area or any portion of the Property, except in the case of substantial impairment to do business by blocking the public entrance to the SVM Concession Area or by blocking off a portion of the SVM Concession Area from the Licensee, in which case the parties will negotiate a reasonable abatement in the Monthly License Fee. The calculation of said abatement shall be based upon the prorated portion of the Monthly License Fee for each day that the SVM Concession Area was inaccessible by Licensee's customers. If the parties cannot agree on the amount of the abatement, this Agreement may be terminated in part with respect to the SVM Concession Area(s) affected with no other recourse against the Licensor than provided herein. In the event the removal or relocation of an SVM is required for Licensor to do its work, Licensor shall grant a credit to Licensee for the direct costs of said removal or relocation upon submission of documentation evidencing said costs by Licensee to Licensor against the next due payment(s) of the Monthly License Fee. In the event such credit is greater than the sum of all remaining Monthly License Fees due hereunder, Licensor shall reimburse to Licensee the difference.

B. The Licensor reserves the right to stop any service or utility system, when necessary by reason of accident or emergency, or until necessary repairs have been completed, provided, however, that, in each instance of stoppage, the Licensor shall exercise reasonable diligence to eliminate the cause thereof. Except in case of emergency repairs, the Licensor will use all reasonable efforts to give Licensee reasonable advance notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Licensee by reason thereof.

ARTICLE X. TERMINATION FOR CONVENIENCE.

The CTA may terminate this Agreement, in whole or part, without cause, at any time, by thirty (30) days written notice to the Licensee whenever the CTA determines that such termination is in the best interest of the CTA. Upon receipt of written notice of termination for convenience, all rights, services and any other performance hereunder by the Licensee shall cease to the extent specified in the notice of termination. Licensee shall be entitled to payment of its costs incurred due to any termination under this Article XI. The calculation of said costs shall be defined as follows:

1. The Monthly License Fee shall terminate upon the effective date of the termination;
2. The actual direct cost of removal of the SVMs and restoration of the SVM Concession Area(s) if required; and
3. The unamortized cost of any improvements other than SVM equipment installed under the approved Installation Plan. Amortization shall be based upon a five-year straight amortization schedule on the remaining portion of the Term.

In the event of an emergency situation that, in the sole judgment of the Licensor, threatens the public safety, the Licensor may require Licensee to cease operations on the SVM Concession Area until such threat to the public safety has abated. The Licensor and Licensee agree to an equitable adjustment of Monthly License Fee for any such period Licensor requires Licensee to cease operations.

ARTICLE XI. DEFAULT, AND TERMINATION BY REASON OF DEFAULT.

A. Failure to pay Monthly License Fee. In the event that Licensee shall neglect or fail to pay any installment of Monthly License Fee or other sum herein specified to be paid within ten (10) calendar days of the due date during the term hereof, the Licensor shall have the right at any time thereafter to terminate this Agreement by giving Licensee ten (10) calendar days written notice of Licensee's decision to terminate for non-payment of Monthly License Fee. Licensee shall not be entitled to cure any such

default by tendering payment after the expiration of the ten (10) day grace period. If Licensee was in default two (2) times within any twelve (12) month period, and then is in default a third time within such twelve (12) month period, the Licensor may terminate this Agreement by sending Licensee a written notice of Termination and Licensee shall not be entitled to cure such third default.

B. Non-Monetary Defaults:

Licensee shall also be in default if it:

1. fails to perform or observe any of the other covenants or agreements contained in this Agreement, or
2. makes any assignment for the benefit of creditors or files a petition for relief under bankruptcy law, or
3. if such petition is filed against Licensee and is not dismissed within sixty (60) days, or
4. has its interest in this Agreement taken by process of law, proceeding in bankruptcy or insolvency or otherwise (collectively, each such default, including failure to pay the Monthly License Fee shall be an "Event of Default").

If such Event of Default continues after twenty (20) days' written notice given by the Licensor to Licensee to cure, the Licensor may terminate this Agreement.

C. Licensor's Rights Upon Termination. Upon such termination as provided herein, the Licensor may enter into the SVM Concession Area and repossess the SVM Concession Area and expel Licensee and those claiming through or under Licensee and remove Licensee's effects without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be available for such breach of covenant, and, upon entry as aforesaid, the rights of Licensee created by this Agreement shall terminate. Licensee agrees to pay any cost and expense, including reasonable attorney's fees, incurred by the Licensor in enforcing any of Licensee's obligations under this Agreement.

In the event this Agreement is terminated pursuant to this provision, the Licensor may retain the security deposit, if any, without prejudice to its right to claim additional damages.

Furthermore, in the event that this Agreement is terminated under any of the foregoing provisions, or otherwise for breach of Licensee's obligations hereunder, Licensee covenants as an additional and cumulative obligation after any such termination or entry to pay punctually to the Licensor all the sums and perform all the obligations which Licensee covenants in this Agreement to pay and to perform in the same manner and to the extent and at the same time as if this Agreement had not terminated. In calculating the amounts to be paid by the Licensee under the preceding sentence, Licensee shall be credited with any amount actually paid to the Licensor as a security deposit hereunder and not used by the Licensor to cure any previous defaults, and any of the Monthly License Fee actually received by the Licensor relating to the SVM Concession Area, after deducting the expenses, including attorney's fees, of collecting the same.

Nothing herein contained shall, however, limit or prejudice the right of the Licensor to prove and obtain in proceedings for bankruptcy or insolvency or reorganization or arrangement with creditors an amount equal to the maximum allowed by any statute or rule of law in any proceedings in which such damages are to be proved, whether or not such amount be greater than, equal to, or less than the amounts referred to above.

D. Non-Waiver. Failure of the CTA to exercise its right to give notice of a default or to terminate this Agreement as a result of the Licensee's default pursuant to the terms, conditions and covenants in this Section XII shall not be construed as, or operate as a waiver of CTA's right to exercise its right to default Licensee for similar actions in the future or to terminate this Agreement for cause at any time during the term of this Agreement.

ARTICLE XII. REMEDIES.

A. In the event of any Event of Default by Licensee, Licensor, at its option, and after the proper notice of breach or default period as provided in this Agreement has expired, without further notice or

demand to Licensee, may, in addition to all other rights and remedies to which it may be entitled to pursue, at law or in equity and under this Agreement may: (a) terminate this Agreement, and recover all damages to which Licensor is entitled under law, and (b) terminate all of Licensee's rights with respect to all of the SVM Concession Areas.

B. Licensee agrees that Licensor may file suit to recover any sums due to Licensor under this Agreement from time to time and that such suit or recovery of any amount due Licensor shall not be a defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Licensor. Licensee further agrees that Licensor may file suit and receive judgment at any time following termination of this Agreement, however terminated, or at the expiration of the notice period contained in the Default Provisions section of this Agreement, after a breach or default of this Agreement and that Licensor may recover damages based upon the entire anticipated Term of this Agreement even if the date of judgment is prior to the original Expiration Date of this Agreement.

C. Suit or suits to enforce any rights or for the recovery of such damages, or any installments thereof may be brought by Licensor from time to time at its election, and nothing contained herein shall be deemed to require Licensor to postpone suit until the date when this Agreement would have expired nor limit or preclude recovery by Licensor against Licensee of any sums or damages which, in addition to the damages particularly provided hereunder on the part of Licensee.

D. The various rights, remedies, and elections of Licensor reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Licensor by law. Licensor is hereby granted a valid security interest to secure payment of all License Fees becoming due hereunder and to secure payment of any loss or damage due to any default by Licensee hereunder upon all of Licensee's Property and any other personal property of Licensee which may now or hereafter be installed or placed in the SVM Concession Area. Licensee agrees, upon request of Licensor, to execute such documents as may be necessary to perfect Licensor's interest in Licensee's Property.

E. The Licensee shall pay and discharge all costs, expenses, and attorneys' fees that shall be incurred and expended by the Licensor in enforcing the covenants, promises, and conditions of this Agreement by and through the institution of litigation.

F. This Article XII shall survive the termination of this Agreement with respect to any disputes arising in connection with the enforcement of the covenants, promises and conditions of this Agreement.

ARTICLE XIII. PROPERTY RIGHTS UPON TERMINATION.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, however, title to the Specialty Vending Machines, shall remain in Licensee. Licensee shall promptly remove its SVM(s) upon termination of this Agreement or portion of the Agreement. If Licensee fails to remove its SVM(s) within 30 days of termination, then Licensor may remove the SVM(s). Licensee shall promptly reimburse the Licensor for its expenses incurred in removing and/or storing any SVMs and in restoring the CTA's Facilities from any damage caused by such removal.

ARTICLE XIV. DAMAGE OR DESTRUCTION.

A. Should any portion of any CTA Facility in which any SVM Concession Area is located be so extensively damaged by fire or other casualty as to render the SVM Concession Area unusable, and should Licensor fail or refuse to repair or rebuild the CTA Facility or any portion of the CTA Facility, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area. In such event, the Monthly Fixed Fee payable hereunder with respect to that SVM Concession Area thereto shall abate.

B. In the event that a CTA Facility which contains SVM Concession Area(s) covered by this Agreement shall be totally destroyed by fire or other disaster, this Agreement shall thereupon terminate only as to the SVM Concession Areas which are located in the CTA Facility so destroyed.

C. Should a CTA Facility be damaged by fire or other casualty, or should any alterations or repairs be necessitated thereto as a result of which the public is partially or totally diverted from those areas of the CTA Facility in which Licensee is operating its SVM concession(s), (even if no actual damage is caused to Licensee's SVM Concession Areas therein), the Monthly Fixed Fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensors and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The Monthly Percentage Fee shall not be abated.

ARTICLE XV. INSURANCE AND BONDS.

Licensee shall furnish insurance and bonds as identified in the CTA Insurance and Bond Requirements attached hereto as Attachment E and shall be maintained in effect during the life of this Agreement.

ARTICLE XVI. INDEMNIFICATION.

Licensee agrees to defend, indemnify and hold forever harmless the Licensors, its employees, officers, directors, managers and agents and their successors and assigns (collectively the "Licensor and Successors") from and against any and all loss, cost, claims, liabilities, damage and expense (including reasonable attorney's fees) (the "Claims") on account of damage to property, accident or injury (and/or death) to persons or the property of any persons directly or indirectly caused in whole or in part by any act, omission or negligence of the Licensee or its employees, assigns, agents of Licensee and/or sublicensees or subcontractors, related to the use, misuse or occupancy of the SVM Concession Area or in connection with any work or business conducted or act done or omitted on the SVM Concession Area or the any Licensor property or by reason of any omission or failure to fully perform and observe the terms of this Agreement or applicable law except when the Claim arose because of the gross negligence or willful misconduct of the Licensor. The Licensor shall give Licensee reasonable notice of any claim made or suit instituted against the Licensor and Successors, which in any way could result in a claim of indemnification hereunder.

Licensee hereby releases the Licensor and Successors from any Claims that Licensee may have based on the condition of the SVM Concession Area on the Agreement Commencement Date and also releases the Licensor and Successors from any Claims based on the negative impacts on the SVM Concession Area during the Term that arise because of the ongoing operation of the Licensor's transportation system, including, without limitation, noise, odor, vibrations, particles, fumes and pollution.

This Article XVI shall survive the termination of this Agreement with respect to any and all Claims arising in connection with this Agreement.

ARTICLE XVII. ILLINOIS HUMAN RIGHTS ACT and CIVIL RIGHTS.

A. During the performance of this Agreement, the Licensee agrees to do the following:

1. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
2. Comply with the procedures and requirements of the Illinois Department of Human Rights (the "Department") regulations concerning equal employment opportunities and affirmative action;
3. Provide such information, with respect to its employees and applicants for employment and assistance as the Department may reasonably request;
 - i. Have written sexual harassment policies that shall include, at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process including

penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Illinois Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided in Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

- ii. That it will include verbatim or by reference the provisions of this clause in every contract it awards under which any portion of the Licensee's obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this Agreement, the Licensee will be liable for compliance with applicable provisions of this clause by such contractors; and further it will promptly notify the CTA and the Department in the event any contractor fails or refuses to comply therewith. In addition, the Licensee will not utilize any contractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

B. CIVIL RIGHTS

The following requirements apply to this Agreement:

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

- iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Licensee agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Licensee agrees to comply with any implementing requirements FTA may issue.

ARTICLE XVII. NOTICES.

A. All notices or other communications required or permitted to be given under this Agreement shall be in writing (unless otherwise specifically provided herein), delivered personally or by mail, addressed as follows:

If to CTA:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attn: General Manager, Purchasing
With a copy to:
General Manager, Treasury Revenue

If to Licensee:

And

Jones Lang LaSalle Americas, Inc
200 Randolph Drive
Chicago, Illinois
Attn: Managing Director, Public Institutions Group

ARTICLE XIX. LICENSOR'S DESIGNATED REPRESENTATIVE AND LICENSEE'S CONTRACT MANAGER.

A. Licensor has appointed a designated representative for the purpose of acting as its agent and managing this Agreement (the "Designated Representative"). The Designated Representative shall be the Licensee's primary contact for all matters pertaining to this Agreement. Licensor shall notify Licensee in writing of changes to the Designated Representative which may occur from time to time. The current Designated Representative is:

**Jones Lang LaSalle Americas, Inc
200 Randolph Drive
Chicago, Illinois
Attn: Janyth Toye, Public Institutions Group**

B. Licensee shall appoint a single point of contact to act on behalf of the Licensee for matters pertaining to this Agreement (the "Contract Manager"). The Licensee shall notify Licensor in writing of changes to the Contract Manager which may occur from time to time. The current Contract Manager is:

ARTICLE XX. MISCELLANEOUS PROVISIONS.

A. NATURE OF AGREEMENT, PROHIBITION ON RECORDING

1. Licensee and Licensor agree that their relationship is strictly that of Licensor and Licensee; that this Agreement does not create a partnership, joint venture or any other type of business

relationship between Licensor and Licensee; that neither Licensee nor Licensee's sublicensees (if any), contractors or the employees or any of them, shall be deemed for any purpose to be employees of Licensor. Licensee shall be solely responsible for the withholding or payment of all applicable federal, state, and local personal income taxes, social security taxes, unemployment and sickness disability insurance, and other payroll taxes with respect to Licensee's employees.

2. This instrument is not a lease and does not create any interest in the Licensee in the SVM Concession Area(s) herein described.
3. The Licensee shall not record this Agreement and any purported recording of this Agreement or any interest in this Agreement shall be null and void.

B. REDELIVERY

Licensee will make no unlawful, unauthorized or offensive use of the SVM Concession Areas and will, at the expiration of the term hereof, or upon any sooner termination thereof without notice, quit and deliver up the SVM Concession Areas to the Licensor, peaceably, quietly and in good order and condition with all mounting bolts removed and holes filled, patched and painted to the satisfaction of Licensor.

C. ASSIGNMENT

No assignment or sublicensing of this Agreement is permitted without the written consent of the CTA. Furthermore, the Licensee shall not transfer, pledge, encumber, surrender or otherwise encumber or dispose of this Agreement or the SVM Concession Area(s), or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the SVM Concession Area(s), without the written consent of the CTA, except that Licensee may permit participation by credit card companies, banks, national SVM networks, or other financial institutions as part of the services provided by the SVM.

D. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

The Licensor shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the CTA Facilities which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments that may be applicable to its operations at the CTA Facilities and shall obtain and maintain all permits and licenses necessary for its operation at the CTA Facilities. Licensee further agrees to pay all taxes imposed by law as a result of the SVM concession operation.

E. ADVERTISING OR PUBLICITY

Licensee shall not disclose, use or refer to this Agreement or any of its terms, or the name of CTA in any advertising, publicity release, promotional materials or materials distributed to existing or prospective customers, without the prior written consent of CTA.

F. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or circumstance is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

G. DISPUTES

All disputes regarding this Agreement which is not resolved by agreement of the parties shall be decided by the Purchasing Agent of the CTA who shall reduce her decision to writing and furnish a copy to Licensee. The Purchasing Agent's decision shall not preclude the Licensee from subsequently pursuing any such matter in a court of competent jurisdiction in Cook County, Illinois.

H. CHOICE OF LAW AND FORUM

The parties agree that that any lawsuits involving this Agreement shall be filed only in courts of competent jurisdiction located in Cook County, Illinois. This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

I. FORCE MAJEURE

Neither party shall be in violation of this Agreement for failure to perform any of its obligations by reason of shortages of materials, acts of God, acts of the public enemy, acts of public authority, flood, tornadoes, earthquakes, riots, rebellion, accidents, sabotage or any other circumstances for which it is not responsible and which are not within its control (a "Force Majeure Event"). The Monthly Fixed Fee shall be reduced Pro Rata for any time period when an SVM Concession Area, in whole or in part, is not operable due to a Force Majeure Event. Licensee's inability to obtain any permit or other governmental approval or to obtain financing, or a strike, work stoppage or other labor unrest shall not constitute a Force Majeure Event for purposes of this Agreement.

J. AUTHORITY

Each party represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the person signing this Agreement on behalf of the party has been properly authorized to enter into this Agreement.

K. ENTIRE AGREEMENT

Each party acknowledges that it has read this Agreement including all documents incorporated by reference herein, and agrees to be bound by its terms. Furthermore, both parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes, merges and integrates all prior proposals, understandings, and all other agreements, oral and written, between the parties relating to the SVM Concession Areas. This Agreement may not be modified or altered except by written instrument duly executed by both parties.

L. AMENDMENTS

No amendment, change, or modification of this Agreement in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the Licensor and Licensee.

M. CTA ETHICS ORDINANCE

Licensee agrees to comply with Chicago Transit Authority Ordinance No. 004-99, the CTA Ethics Ordinance, the provisions of which are hereby incorporated into this Agreement. The Licensee agrees that, as provided by Section 5.3 of the Ethics Ordinance, any agreement negotiated, entered into, or performed in violation of the Ethics Ordinance shall be voidable as to CTA.

N. ANTI-COLLUSION AFFIDAVIT

The undersigned Licensee, being duly sworn, deposes and states on oath that the undersigned has not entered into any agreement with any other respondent to the CTA RFP, or prospective respondent, or with any other person, firm or corporation relating to the price or prices named within the undersigned's proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from submitting a proposal, nor any agreement or arrangement for any act or omission in restraint of free competition among respondents, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein. As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned Licensee certifies that the undersigned Licensee or any agent, partner, employee or officer of Licensee is not barred from doing business with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States laws that contain the same elements as the offenses of bid-rigging or bid-rotating.

O. INTEREST OF PUBLIC OFFICIALS

No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

P. CONFIDENTIALITY

Licensee shall not disclose, publish or otherwise make available to any person or party, except its own employees, any information related to the business or affairs of CTA (including, but not limited to, information concerning the CTA's business affairs, property, methods of operation, customers, procedures, marketing policies and practices, and systems) which is disclosed to Licensee in connection with its work under this agreement. Licensee shall insure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of Licensee's own most confidential information.

Q. ORDER OF PRECEDENCE

1. In the event of a conflict between the component parts of this Agreement, the order of precedence is as follows:
 - i. Any amendment, rider, or addendum authorized and executed by both parties.
 - ii. This Specialty Vending Machine (SVM) Concession License Agreement, with attachments.
2. Any amendment, rider, or addenda, which may be issued, shall be a part of these Agreement documents and shall take precedence over any other part of the Agreement documents wherever they conflict therewith.
3. The order of precedence identified in this Article XXI shall govern the interpretation of the Agreement documents in all cases of conflict or inconsistency therein.

R. NO BROKERAGE COMMISSION

No commissions whatsoever for brokerage or any other fee or compensation shall be due or payable by the CTA or any affiliate, subsidiary or contractor.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, in triplicate, as of the date set forth at the beginning of this Agreement.

LICENSEE

By _____

Title _____

CHICAGO TRANSIT AUTHORITY

By _____
Vice-President, Purchasing & Warehousing

By _____
President

(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

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

this contract.)

CTA Attorney

NOTARIZATION - REQUIRED

State of _____

County of _____

Signed and Sworn to before me on:

_____ ,

by _____
(name of Contractor's signatory)

(signature of Notary Public)

Authorized by Ordinance No. _____

of Chicago Transit Board

Assistant Secretary

SEAL

Appendix B

Bid Protest Procedures

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

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

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

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

B. Definitions for purposes of this section -

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

C. Submission of Protest

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

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

Protest should be submitted to: **General Manager Purchasing
Chicago Transit Authority
P.O. Box 7560
Chicago, IL 60680-7560**

D. Types of Protests and Timing

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

1. Protest regarding solicitation

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

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

2. Protests regarding bid evaluation

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

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

3. Protests Regarding Award of Contract

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

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

E. Authority Response

1. Types of Protests

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

a. Protest regarding solicitation

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

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

b. Protests regarding bid evaluation

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

c. Protests after award

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

2. Decisions by Authority

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

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

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

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

SECTION II – FTA BID PROTEST PROCEDURE

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

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

Appendix C

Insurance Requirements

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Long Form rev. 07/29/09]

REQUISITION NUMBER: **100933028**
SPECIFICATION NUMBER CTA: _____

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

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

The method to satisfy the CTA's insurance requirements for Comprehensive General Liability, Owners Protective Liability, Builder's Risk and Professional Liability. For Comprehensive General Liability, Owners Protective Liability, Builder's Risk and Professional Liability the Contractor must provide the CTA with one of the following insurance documents:

- a) certified copy of the insurance policy,
- b) an insurance binder, *and*
- c) the 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. The CTA Certificate of Coverage must be accompanied by all endorsements pertaining to the above coverages.
- d) Disclosure of all deductibles and/or self insured retentions

Methods b and c are temporary methods that are 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 TO COMPLY IF **RAILROAD PROTECTIVE INSURANCE** IS REQUIRED BY PART III OF THIS DOCUMENT.

If any work is to be performed within fifty (50) feet of rail right-of-way, the Contractor is (1), required to provide Railroad Protective Liability Insurance and (2), to have the CGL policy exclusion for coverage of work within fifty (50) feet of rail right of way deleted by endorsement to the CGL policy. **To satisfy** the CTA's insurance requirements for Railroad Protective, the Contractor must provide the CTA with one of the following insurance documents before work is approved:

- a) Copies of the CGL and Railroad Protective Liability Policies
(with applicable endorsements)
- b) Insurance Binders for the CGL and Railroad Protective Liability Policies
(with applicable endorsements)

Method b is a temporary method that is valid only for 90 days. A certified copy of the insurance policy must be furnished prior to the expiration of this 90 day period.

3. HOW TO COMPLY FOR ALL OTHER TYPES OF REQUIRED INSURANCE.

For all other insurance required by Part III of this document, an ACORD™ certificate is acceptable.

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. forfeiture of bid bond or bid deposit and award of Contract to the next lowest responsible/responsive bidder,
2. debarment or suspension, and
- 3.. 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 Management
P.O. Box 7564
Chicago, IL 60680-7564

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, Railroad Protective Liability, or 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 location, per project basis by endorsement to the policy.
- D.** All policies must provide that the insurer shall not cancel, terminate, reduce or materially change the insurance afforded by the policy unless 30 days written notice of such cancellation, termination, reduction or changes has been mailed to the CTA by certified mail. This language must be endorsed to all policies required by these Insurance Requirements.

- E. 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.
- F. 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.
- G. When any required insurance expires, due to the attainment of a normal expiration date or renewal date, the Contractor shall supply the CTA with a Certificate of Insurance and an Insurance Policy which shall clearly evidence the continuation of coverage in the same manner, with the same limits of protection and scope of coverage as was provided by the previous policy. All renewal, replacement policies, binders, and certificates shall: (i) be in form and substance satisfactory to the CTA, (ii) be written by carriers acceptable to the CTA, and (iii) satisfy all these Insurance Requirements.
- H. These Insurance Requirements set forth the CTA's minimum acceptable insurance requirements for this contract. If the Contractor desires additional coverages, or higher limits of liability than those set forth in these Insurance Requirements, the Contractor shall be responsible for the acquisition and cost of such additional protection. Such additional insurance coverages and/or higher limits shall also inure to the benefit of the CTA.
- I. If the Contractor cannot have the CTA added as an additional insured with primary coverage to the Contractor's Commercial General Liability, Automobile and Umbrella policy, then Contractor shall purchase the required coverage for the CTA under a separate policy, which must be primary/non-contributory.
- J. 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: Statutory: 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, Each Employee
\$1,000,000	Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000	General Aggregate (Per Location)
\$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.

If any work is to be performed within fifty (50) feet of rail right-of-way and the Contractor is required to provide Railroad Protective Insurance by the other provisions of these Insurance and Bond Requirements, as well as required to have the CGL policy exclusion for coverage of work within fifty (50) feet of rail right-of-way deleted by endorsement to CGL policy. The Railroad Protective Liability Policy must reflect the CTA as the Named Insured.

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. RAILROAD PROTECTIVE LIABILITY

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

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

G. BUILDERS RISK INSURANCE

N/A Limits of Liability

N/A Maximum Permissible Deductible

The "Completed Value Form" is required on 100% of contract value.

H. FIDELTY BOND (EMPLOYEE DISHONESTY)

\$1,000,000

I. PROFESSIONAL LIABILITY – Errors & Omissions

N/A Each Claim

J. OTHER INSURANCE:

CTA requires a complete General Liability policy and must be named additional insured.

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 AVII 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**



Issue Date: _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ RFP#: _____ Specification #: _____
Address: _____ Project #: _____
(NUMBER & STREET) Contract #: _____
(CITY) (STATE) (ZIP)

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

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

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
Commercial General Liability ☐ Occurrence ☐ Claims made ☐ Premise-Operations ☐ Explosion/Collapse Underground ☐ Products/Completed Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution Commercial General Liability Form #: CG 00 01 _____				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
Excess Liability ☐ Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				WC \$ _____ Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract \$ _____
Pollution 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) Workers Compensation and Property insurer shall waive all rights of subrogation against the Chicago Transit Authority.
- d) 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 P.O. Box 7564 Chicago, IL 60680	Agent/Company Address _____ Telephone _____

12/05

Appendix D

Market Information – Station Profiles

Jackson - Blue	
1) Construction:	
Recent:	None
Planned:	None
2) Entrances	
Number:	2
<u>Location</u>	<u>2008 Ridership by Entrance</u>
Adams/Jackson - 219	
S. Dearborn St.	1,385,645
Jackson/Van Buren -	
314-28 S. Dearborn St.	869,024
3) Active Concessions	
Number:	3
<u>Name / Type</u>	
Concession	Vacant (1)
Concession	Vacant (1)
Vending	Beverage (1)
4) 2008 Ridership	
Annual Ridership:	2,254,669
Average Weekday:	7,626
Average Weekend:	6,185
<u>Weekday Ridership Distribution</u>	
6AM - 9AM:	8.8%
9 AM - 12PM:	8.1%
12 PM - 3 PM:	15.0%
3 PM - 6 PM:	39.4%
6 PM - 9 PM:	17.3%
9 PM - 12 AM:	7.3%
12 AM - 6 AM:	4.1%
5) Market Information:	
<u>Demographics (1/4 mi)</u>	
Population:	1,820
Housholds:	584
Median HH Income:	\$155,000
Daytime Employees:	86,917
Bus Route(s):	1; 2; 6; 7; 10; 14; 22; 24; 29; 36; 62; 126; 128; 129; 130; 132; 134; 135; 136; 144; 145; 146; 147; 148; 151; 156; X28
<u>Nearby Attractions:</u>	
1 - Federal Center	
2 - Grant Park	
3 - Harold Washington Library	
4 - Roosevelt University: 7,163 students	
5 - DePaul University: 23,401 students; 130 faculty; Ranked #1 in the "Diverse Student Population" category; University Center of Chicago, an 18-story residence hall housing 1,700 students (at State and Congress); DePaul's College of Commerce (1 East Jackson Blvd.)	

O'Hare - Blue

1) Construction:

Recent: None
Planned: None

2) Entrances

Number: 1

Location

1000 O'Hare Drive

3) Active Concessions

Number: 6

Name / Type

ATM	ATM (1)
ATM	ATM (1)
Vending	Beverage (4)

4) 2008 Ridership

Annual Ridership: 2,968,331

Average Weekday: 8,873

Average Weekend: 14,662

Weekday Ridership Distribution

6AM - 9AM: 8.2%

9 AM - 12PM: 10.9%

12 PM - 3 PM: 21.6%

3 PM - 6 PM: 19.9%

6 PM - 9 PM: 17.1%

9 PM - 12 AM: 17.4%

12 AM - 6 AM: 4.9%

5) Market Information:

Demographics (1 mi)*

Population: 0

Housholds: 0

Median HH Income: \$0

Daytime Employees: 782

Note: Greater radius used for airport station locations

Bus Route(s):

Nearby Attractions:

1 - O'Hare Airport

UIC / Halsted - Blue

1) Construction:

Recent:	None
Planned:	None

2) Entrances

Number:	3
---------	---

<u>Location</u>	<u>2008 Ridership by Entrance</u>
430 S. Halsted St.	474,279
430 S. Peoria St.	612,602
430 S. Morgan St.	319,786

3) Active Concessions

Number:	4
---------	---

<u>Name / Type</u>	
Concession - 430 S.	
Halsted St.	Newsstand (1)
Vending	Beverage (3)

4) 2008 Ridership

Annual Ridership:	1,406,667
Average Weekday:	4,927
Average Weekend:	3,031

Weekday Ridership Distribution

6AM - 9AM:	8.3%
9 AM - 12PM:	11.9%
12 PM - 3 PM:	24.2%
3 PM - 6 PM:	34.2%
6 PM - 9 PM:	14.5%
9 PM - 12 AM:	4.5%
12 AM - 6 AM:	2.3%

5) Market Information:

Demographics (1/4 mi)

Population:	1,042
Housholds:	768
Median HH Income:	\$96,209
Daytime Employees:	4,012

Bus Route(s):	7; 8; 60; 126; 168
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Nearby Attractions:

1 - U of I Medical Center: Ranked 11th on Crain's List; 459 beds; 2,841 FT, 982 PT employees

2 - University of Illinois at Chicago - College Campus

Damen - Brown	
1) Construction:	
Recent:	2008
Planned:	None
2) Entrances	
Number:	1
<u>Location</u> 4643-47 N. Damen Ave.	
3) Active Concessions	
Number:	0
<u>Name / Type</u>	
4) 2008 Ridership	
Annual Ridership:	697,442
Average Weekday:	1,448
Average Weekend:	1,376
<u>Weekday Ridership Distribution</u>	
6AM - 9AM:	47.6%
9 AM - 12PM:	14.8%
12 PM - 3 PM:	10.5%
3 PM - 6 PM:	13.9%
6 PM - 9 PM:	7.7%
9 PM - 12 AM:	2.8%
12 AM - 6 AM:	2.6%
5) Market Information:	
<u>Demographics (1/4 mi)</u>	
Population:	4,069
Housholds:	2,075
Median HH Income:	\$66,226
Daytime Employees:	1,241
Bus Route(s):	50; 81; 145; 148
<u>Nearby Attractions:</u>	
1 - Residential	

Wellington - Brown

1) Construction:

Recent:	2009
Planned:	None

2) Entrances

Number:	1
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Location

945 W. Wellington Ave.

3) Active Concessions

Number:	1
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Name / Type

Concession - 945 W. Wellington Ave.	Vacant (1)
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4) 2008 Ridership

Annual Ridership:	741,154
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Average Weekday:	4,026
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Average Weekend:	2,043
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Weekday Ridership Distribution

6AM - 9AM:	51.5%
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9 AM - 12PM:	13.1%
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12 PM - 3 PM:	8.6%
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3 PM - 6 PM:	13.7%
--------------	-------

6 PM - 9 PM:	7.8%
--------------	------

9 PM - 12 AM:	3.7%
---------------	------

12 AM - 6 AM:	1.5%
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5) Market Information:

Demographics (1/4 mi)

Population:	5,500
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Housholds:	3,176
------------	-------

Median HH Income:	\$81,900
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Daytime Employees:	5,375
--------------------	-------

Bus Route(s):

Nearby Attractions:

1 - Advocate Illinois Masonic Hospital: 335 beds; 1,937
FT, 664 PT employees: Ranked 15th on Crains List

Harlem - Green	
1) Construction:	
Recent:	None
Planned:	None
2) Entrances	
Number:	2
<u>Location</u>	<u>2008 Ridership by Entrance</u>
1 S. Harlem Ave.	584,948
1 S. Marion St.	633,024
3) Active Concessions	
Number:	5
<u>Name / Type</u>	
Concession - 1 S. Harlem Ave.	Vacant (1)
Vending	Beverage (4)
4) 2008 Ridership	
Annual Ridership:	1,217,972
Average Weekday:	3,937
Average Weekend:	3,859
<u>Weekday Ridership Distribution</u>	
6AM - 9AM:	35.1%
9 AM - 12PM:	13.6%
12 PM - 3 PM:	13.3%
3 PM - 6 PM:	18.9%
6 PM - 9 PM:	10.3%
9 PM - 12 AM:	5.2%
12 AM - 6 AM:	3.6%
5) Market Information:	
<u>Demographics (1/4 mi)</u>	
Population:	2,966
Housholds:	2,030
Median HH Income:	\$78,202
Daytime Employees:	4,209
Bus Route(s):	90
<u>Nearby Attractions:</u>	
1 - Frank Lloyd Wright Historic District	
2 - Rush Oak Park Hospital:177 beds; 590 FT, 300 PT employees	
3 - Forest Preserve	

Midway - Orange

1) Construction:

Recent:	None
Planned:	None

2) Entrances

Number:	1
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Location

4612 W. 59th St.

3) Active Concessions

Number:	10
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Name / Type

Concession - 4612 W. 59th St.	Coffee Shop (1)
Concession - 4612 W. 59th St.	Vacant (1)
ATM	ATM (1)
ATM	ATM (1)
Vending	Beverage (5)
Park & Ride	Park & Ride (1)

4) 2008 Ridership

Annual Ridership:	2,769,586
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Average Weekday:	8,953
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Average Weekend:	8,494
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Weekday Ridership Distribution

6AM - 9AM:	41.8%
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9 AM - 12PM:	13.9%
--------------	-------

12 PM - 3 PM:	11.8%
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3 PM - 6 PM:	13.1%
--------------	-------

6 PM - 9 PM:	7.9%
--------------	------

9 PM - 12 AM:	3.9%
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12 AM - 6 AM:	7.6%
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5) Market Information:

Demographics (1 mi)*

Population:	26,024
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Housholds:	8,464
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Median HH Income:	\$57,803
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Daytime Employees:	6,171
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Note: Greater radius used for airport station locations

Bus Route(s):	47; 55; 59; 62; 165; 54B; 55A;
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	55N; 62H; 63W; X54; X55
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Nearby Attractions:

1 - Midway Airport

Roosevelt - Orange/Green	
1) Construction:	
Recent:	None
Planned:	None
2) Entrances	
Number:	1
<u>Location</u>	<u>2008 Ridership by Entrance</u>
22 E. Roosevelt Rd.	2,250,874
3) Active Concessions	
Number:	7
<u>Name / Type</u>	
Concession - 22 E. Roosevelt Rd.	Vacant (1)
ATM	ATM (1)
ATM	ATM (1)
Vending	Beverage (4)
4) 2008 Ridership	
Annual Ridership:	3,032,679
Average Weekday:	9,198
Average Weekend:	13,210
<u>Weekday Ridership Distribution</u>	
6AM - 9AM:	16.3%
9 AM - 12PM:	11.1%
12 PM - 3 PM:	15.8%
3 PM - 6 PM:	27.5%
6 PM - 9 PM:	15.2%
9 PM - 12 AM:	10.2%
12 AM - 6 AM:	3.8%
5) Market Information:	
<u>Demographics (1/4 mi)</u>	
Population:	5,830
Housholds:	3,025
Median HH Income:	\$75,100
Daytime Employees:	5,117
Bus Route(s):	1; 3; 4; 12; 18; 29; 62; 128; 129; 146; X3; X4
<u>Nearby Attractions:</u>	
1 - Field Museum of Natural History	
2 - Shedd Aquarium	
3 - Soldiers Field	
4 - Grant Park	
5 - Northerly Island Park	
6 - Columbia College: 12,021 students; 2,000 faculty	
6 - East-West University: 1,144 students	

Polk - Pink

1) Construction:

Recent:	None
Planned:	None

2) Entrances

Number:	1
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Location
1713 W. Polk St.

3) Active Concessions

Number:	2
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<u>Name / Type</u>	
Concession	Coffee Shop (1)
Vending	Beverage (1)

4) 2008 Ridership

Annual Ridership:	908,373
Average Weekday:	3,281
Average Weekend:	1,395
<u>Weekday Ridership Distribution</u>	
6AM - 9AM:	7.8%
9 AM - 12PM:	11.2%
12 PM - 3 PM:	17.7%
3 PM - 6 PM:	47.4%
6 PM - 9 PM:	12.2%
9 PM - 12 AM:	2.8%
12 AM - 6 AM:	0.9%

5) Market Information:

Demographics (1/4 mi)

Population:	1,676
Housholds:	773
Median HH Income:	\$58,791
Daytime Employees:	27,600

Bus Route(s): 7; 9; 38; 126; X9

Nearby Attractions:

1 - IL Medical District

2 - John H Stroger Hospital (Cook County): Ranked 16th on Crain's list; 460 beds; 4,844 FT, 67 PT employees

3 - Rush University: Ranked 3rd on Crain's list; 674 beds; 5,792 FT, 1,728 PT employees

4 - U of I Medical Center: Ranked 11th on Crain's List; 459 beds; 2,841 FT, 982 PT employees

5 - V.A. Hospital: 188 beds

6 - Chicago Lighthouse for the Blind

95th - Red

1) Construction:

Recent:	None
Planned:	None

2) Entrances

Number:	1
<u>Location</u>	
15 W. 95th St.	

3) Active Concessions

Number:	8
<u>Name / Type</u>	
Concession - 15 W. 95th St.	Coffee Shop (1)
Concession - 15 W. 95th St.	Greyhound (1)
Concession - 15 W. 95th St.	Vacant (1)
ATM	ATM (1)
ATM	ATM (1)
Vending	Beverage (3)

4) 2008 Ridership

Annual Ridership:	4,370,932
Average Weekday:	13,927
Average Weekend:	14,503
<u>Weekday Ridership Distribution</u>	
6AM - 9AM:	33.7%
9 AM - 12PM:	14.5%
12 PM - 3 PM:	14.5%
3 PM - 6 PM:	15.3%
6 PM - 9 PM:	8.5%
9 PM - 12 AM:	5.4%
12 AM - 6 AM:	8.1%

5) Market Information:

<u>Demographics (1/4 mi)</u>	
Population:	1,213
Housholds:	389
Median HH Income:	\$48,000
Daytime Employees:	335

Bus Route(s):	3; 5; 29; 34; 100; 103; 106; 108; 111; 112; 119; 95E; 95W; X3
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Nearby Attractions:

1 - Retail

2 - Evergreen Park

3 - Chicago State University: 6,810 students; 470 faculty

4 - Olive Harvey College: 4,078 students

5 - Abbott Park

6 - Harlan Community Academy H.S.: 1,415 students; 71 teachers

Belmont - Red	
Under Construction / Scheduled Open Date: 12/31/2009	
1) Construction:	
Recent:	2009
Planned:	None
2) Entrances	
Number:	1
<u>Location</u>	
945 W. Belmont Ave.	
3) Active Concessions	
Number:	2
<u>Name / Type</u>	
Concession	Under Construction (1)
ATM	ATM (1)
4) 2008 Ridership	
Annual Ridership:	3,822,004
Average Weekday:	11,653
Average Weekend:	16,889
<u>Weekday Ridership Distribution</u>	
6AM - 9AM:	36.0%
9 AM - 12PM:	12.3%
12 PM - 3 PM:	10.9%
3 PM - 6 PM:	15.7%
6 PM - 9 PM:	11.8%
9 PM - 12 AM:	8.9%
12 AM - 6 AM:	4.5%
5) Market Information:	
<u>Demographics (1/4 mi)</u>	
Population:	5,600
Housholds:	2,920
Median HH Income:	\$82,400
Daytime Employees:	6,201
Bus Route(s):	22; 77
<u>Nearby Attractions:</u>	
1 - DeVry Institute of Technology: 19,417 students	

Chicago - Red	
1) Construction:	
Recent:	2002
Planned:	None
2) Entrances	
Number:	1
<u>Location</u>	
800 N. State St.	
3) Active Concessions	
Number:	6
<u>Name / Type</u>	
Concession - 800 N. State St.	Newsstand (1)
Concession - 800 N. State St.	Coffee Shop (1)
ATM	ATM (2)
Vending	Beverage (2)
4) 2008 Ridership	
Annual Ridership:	3,857,034
Average Weekday:	12,488
Average Weekend:	16,769
<u>Weekday Ridership Distribution</u>	
6AM - 9AM:	7.6%
9 AM - 12PM:	7.8%
12 PM - 3 PM:	14.3%
3 PM - 6 PM:	37.4%
6 PM - 9 PM:	21.6%
9 PM - 12 AM:	8.7%
12 AM - 6 AM:	2.6%
5) Market Information:	
<u>Demographics (1/4 mi)</u>	
Population:	10,732
Housholds:	7,222
Median HH Income:	\$124,990
Daytime Employees:	14,462
Bus Route(s):	22; 36; 66
<u>Nearby Attractions:</u>	
1 - 1 Mag Mile / Retail	
2 - Kendall College: 1,448 students	
3 - Northwestern University; downtown campus enrollment unknown	
4 - Visitors Info. Center	
5 - Olive Park	
6- Loyola University: 15,545 students; 1,100 FT faculty	
7 - Northwestern Memorial Hospital: Ranked #1 on Crain's List; 781 beds; 6,002 FT, 1,355 PT employees	

Fullerton - Red	
Under Construction / Scheduled Open Date: 12/31/2009	
1) Construction:	
Recent:	2009
Planned:	None
2) Entrances	
Number:	1
<u>Location</u>	
943 W. Fullerton Ave.	
3) Active Concessions	
Number:	2
<u>Name / Type</u>	
Concession - 943 W. Fullerton Ave.	Under Construction (1)
Vending	Beverage (1)
4) 2008 Ridership	
Annual Ridership:	3,563,105
Average Weekday:	11,270
Average Weekend:	12,587
<u>Weekday Ridership Distribution</u>	
6AM - 9AM:	27.7%
9 AM - 12PM:	14.6%
12 PM - 3 PM:	14.3%
3 PM - 6 PM:	20.9%
6 PM - 9 PM:	12.5%
9 PM - 12 AM:	7.0%
12 AM - 6 AM:	2.9%
5) Market Information:	
<u>Demographics (1/4 mi)</u>	
Population:	5,905
Housholds:	1,708
Median HH Income:	\$99,200
Daytime Employees:	1,113
Bus Route(s):	11; 74
<u>Nearby Attractions:</u>	
1 - DePaul University	
2 - Notebart Nature Museum	
3 - Lincoln Park Conservatory	
4 - Grant Hospital	

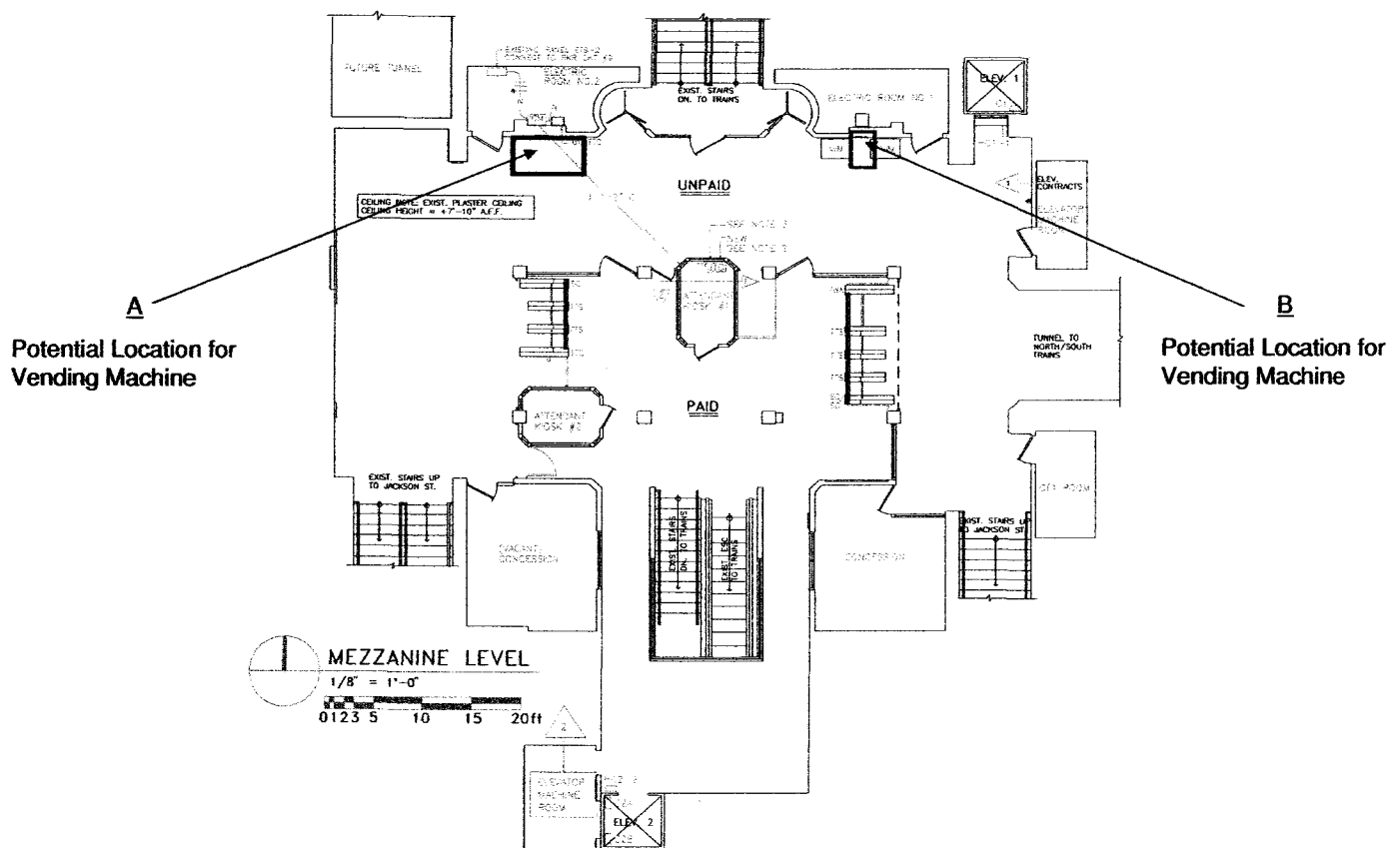
Garfield - Red	
1) Construction:	
Recent:	2005
Planned:	None
2) Entrances	
Number:	1
<u>Location</u>	
220 W. Garfield Blvd.	
3) Active Concessions	
Number:	0
<u>Name / Type</u>	
4) 2008 Ridership	
Annual Ridership:	1,337,291
Average Weekday:	4,151
Average Weekend:	5,124
<u>Weekday Ridership Distribution</u>	
6 AM - 9 AM:	24.0%
9 AM - 12 PM:	14.0%
12 PM - 3 PM:	16.3%
3 PM - 6 PM:	22.1%
6 PM - 9 PM:	11.3%
9 PM - 12 AM:	5.8%
12 AM - 6 AM:	6.5%
5) Market Information:	
<u>Demographics (1/4 mi)</u>	
Population:	1,186
Housholds:	374
Median HH Income:	\$40,637
Daytime Employees:	1,582
Bus Route(s):	24; 55; 59; 174; X55
<u>Nearby Attractions:</u>	
1 - Washington Park	
2 - U of C Hospitals: 594 beds; 6,878 FT, 929 PT employees; Ranked 2nd on Crains List	
3 - DuSable Museum	
4 - Museum of Science and Industry	
5 - Lutheran School of Theology: 365 students	
6 - Oriental Institute	
7 - Regenstein Library	
8 - Smart Museum	

Loyola - Red	
1) Construction:	
Recent:	None
Planned:	None
2) Entrances	
Number:	2
<u>Location</u>	<u>2008 Ridership by Entrance</u>
1200-08 W. Loyola Ave.	1,573,852
Exit Only	n/a
3) Active Concessions	
Number:	5
<u>Name / Type</u>	
Concession - 6505-17	Loyola University
N. Sheridan Rd.	(1)
Concession - 1200-08	
W. Loyola Ave.	Coffee Shop (1)
Concession - 1200-08	
W. Loyola Ave.	Snack Shop (1)
ATM	ATM (1)
Vending	Beverage (1)
4) 2008 Ridership	
Annual Ridership:	1,573,852
Average Weekday:	4,842
Average Weekend:	6,475
<u>Weekday Ridership Distribution</u>	
6AM - 9AM:	26.9%
9 AM - 12PM:	15.0%
12 PM - 3 PM:	16.7%
3 PM - 6 PM:	20.3%
6 PM - 9 PM:	11.1%
9 PM - 12 AM:	6.1%
12 AM - 6 AM:	3.8%
5) Market Information:	
<u>Demographics (1/4 mi)</u>	
Population:	6,592
Housholds:	2,815
Median HH Income:	\$50,272
Daytime Employees:	863
Bus Route(s):	147; 151; 155; N201
<u>Nearby Attractions:</u>	
1 - Loyola University Lake Shore Campus:	15,545 students, 1,100 faculty (Total University)
2 - Wayne Park	
3 - Sullivan H.S.:	346 students; 26 teachers
4 - Hartigan Park (lake)	

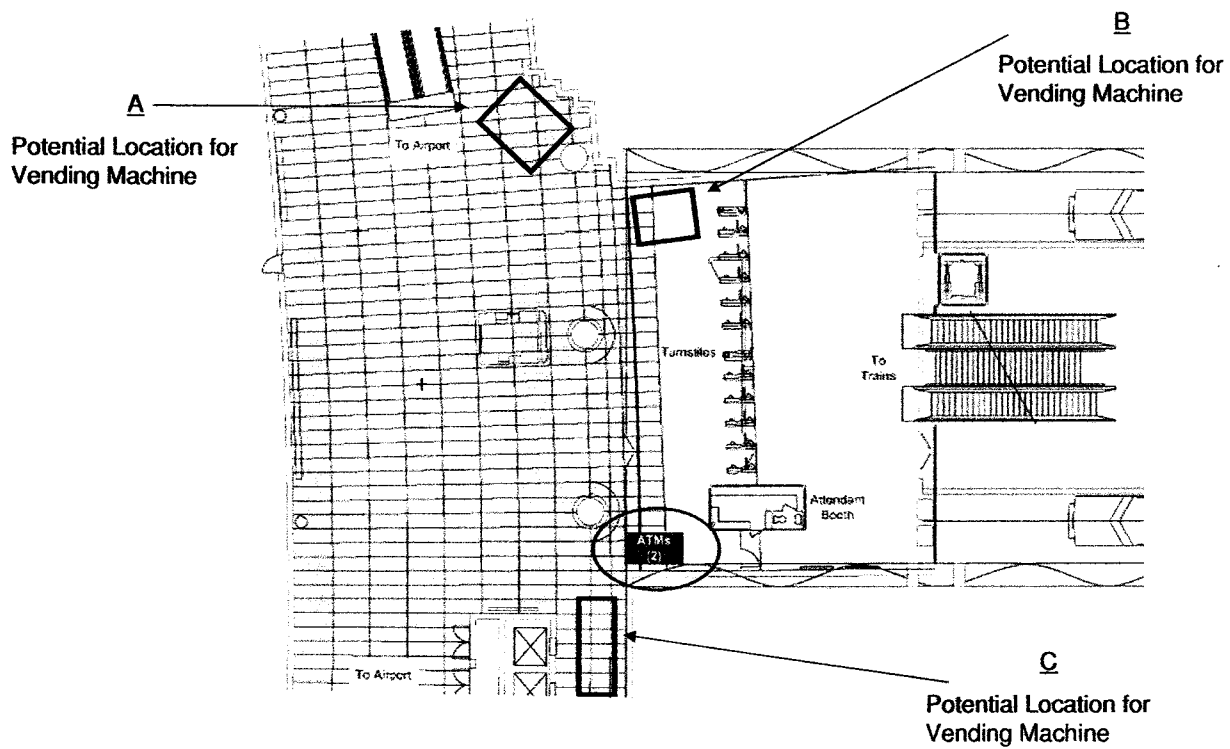
Appendix E

Station Layouts

Jackson/Adams – Blue Line

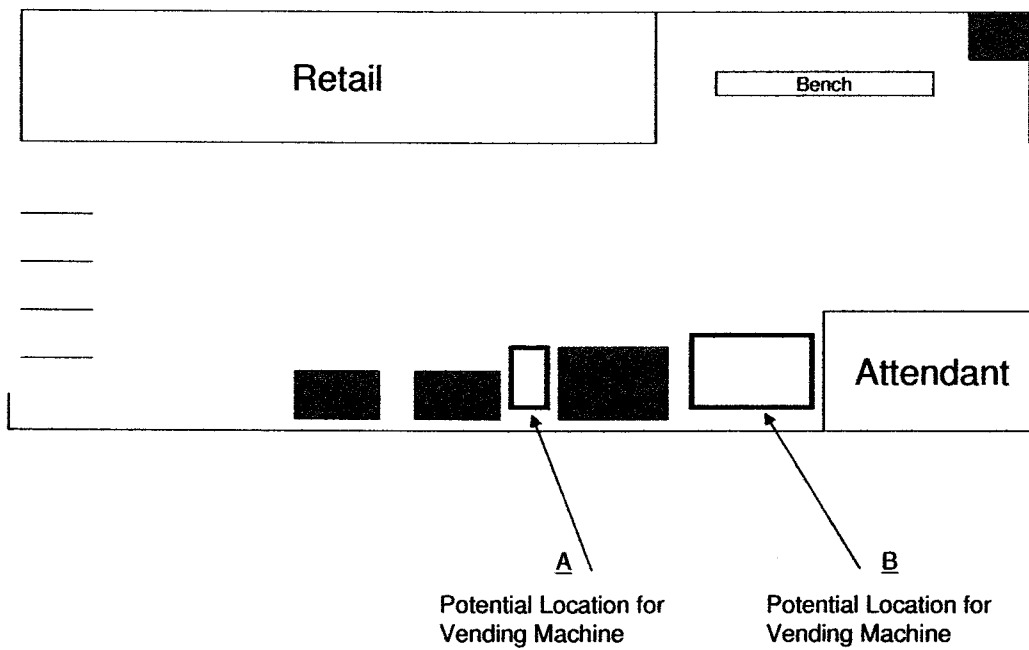


O'Hare – Blue Line

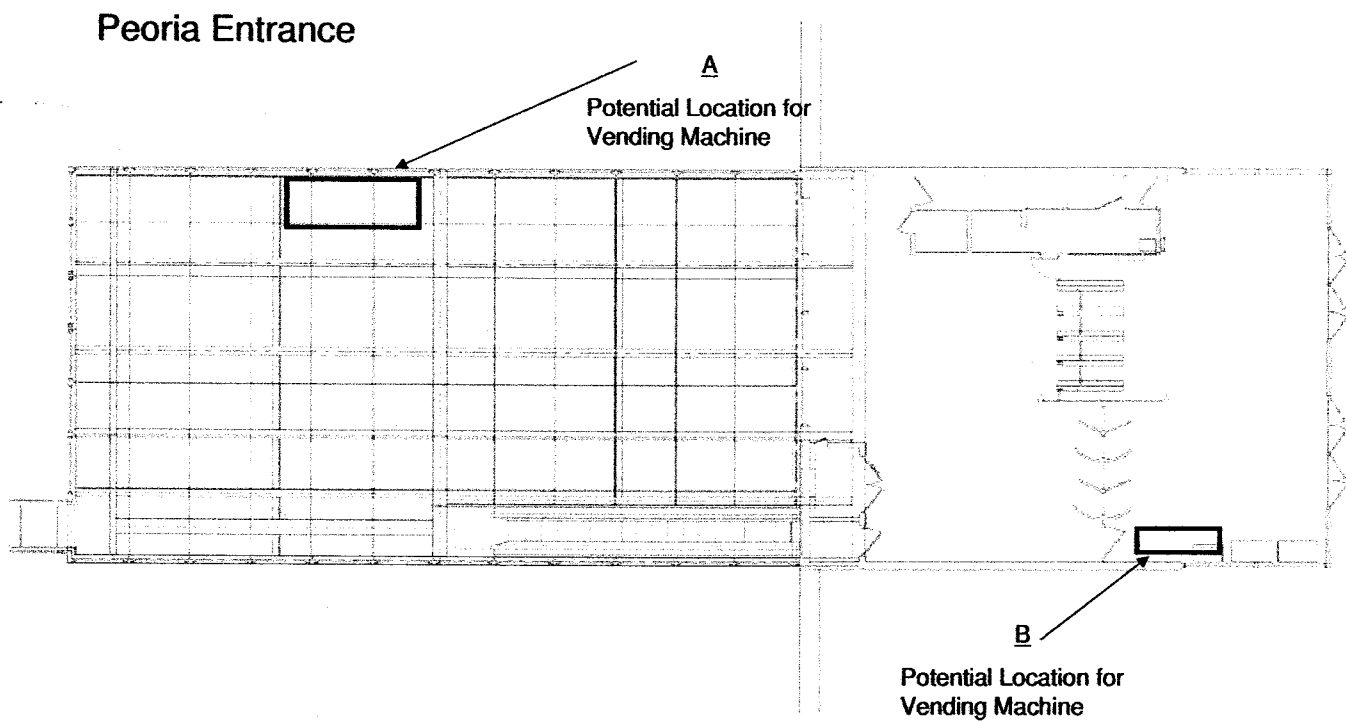


UIC/Halsted – Blue Line

Halsted Entrance



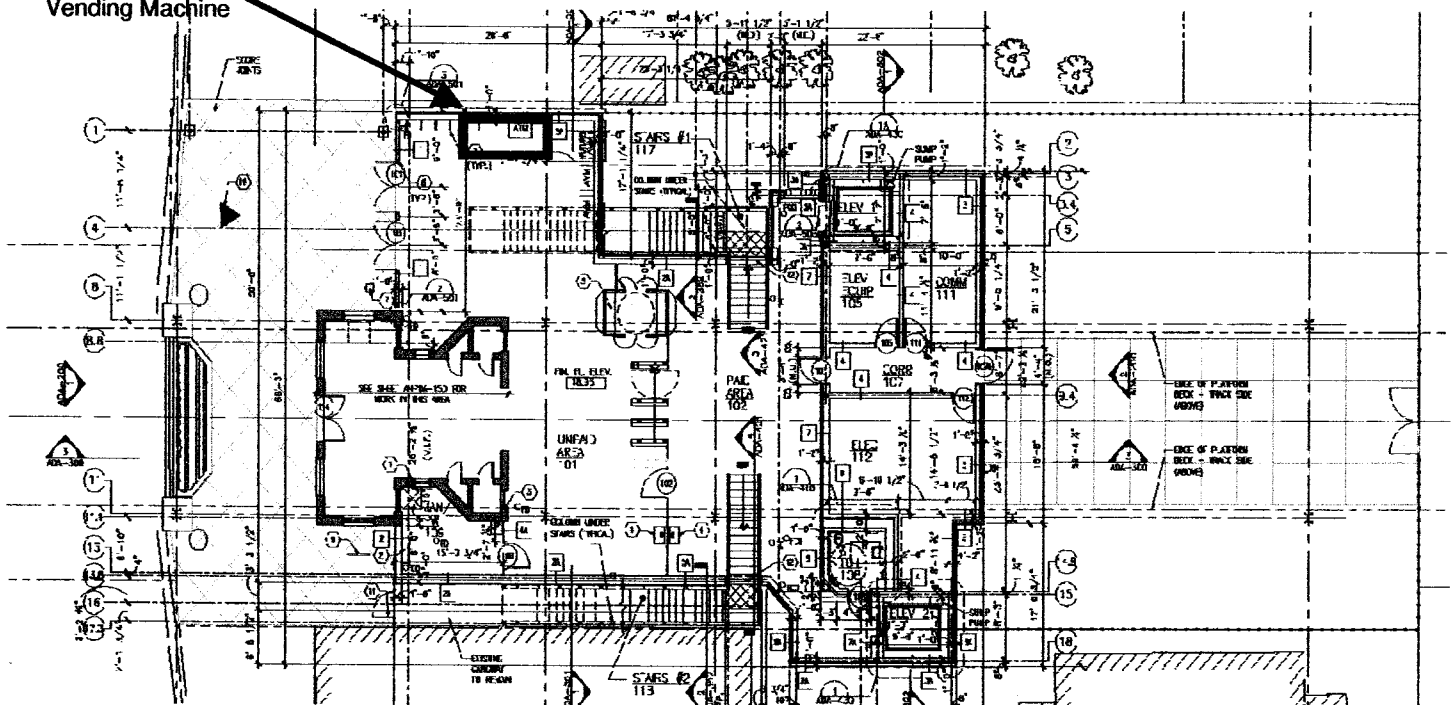
UIC/Halsted – Blue Line



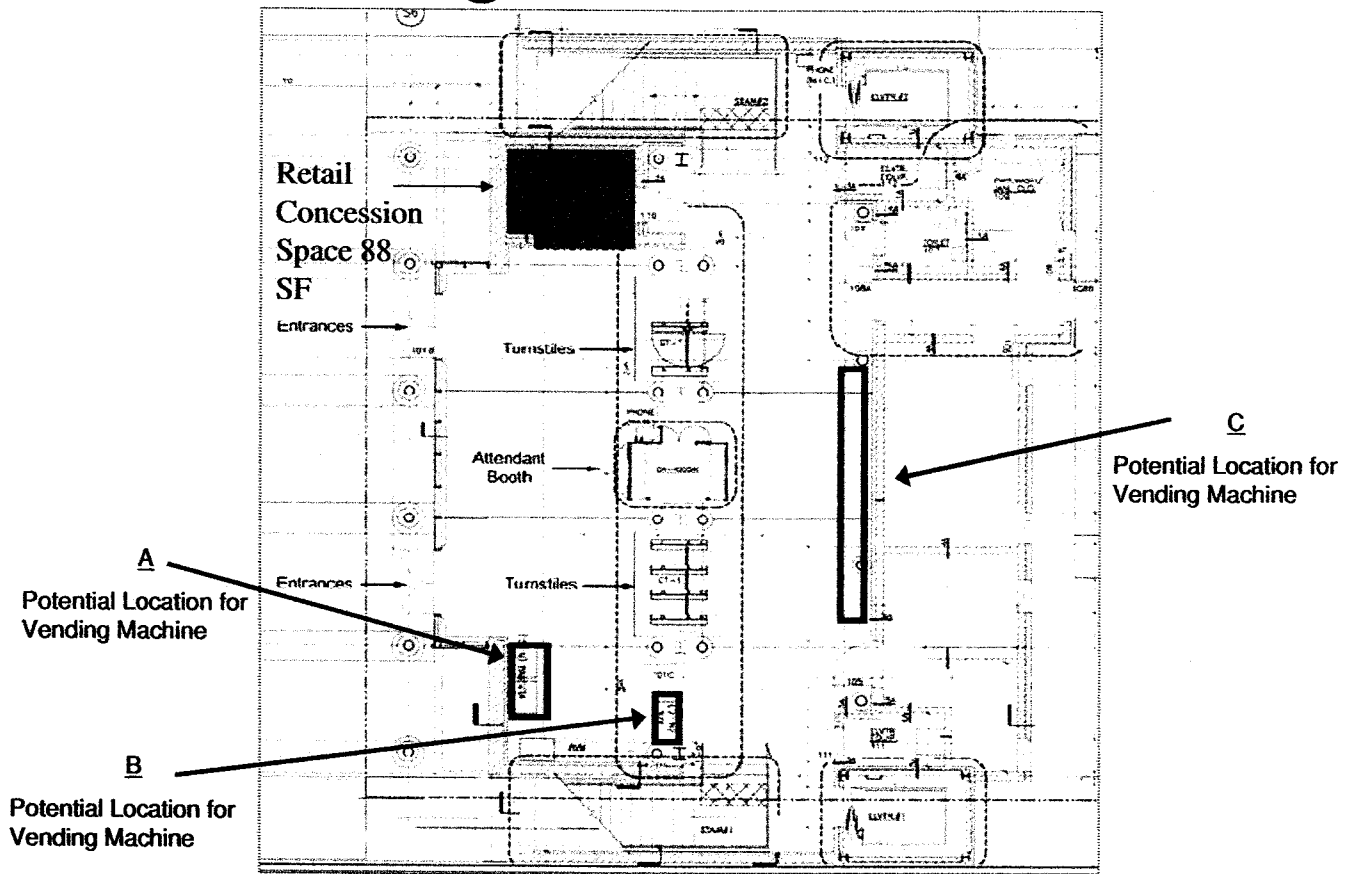
Damen – Brown Line

A

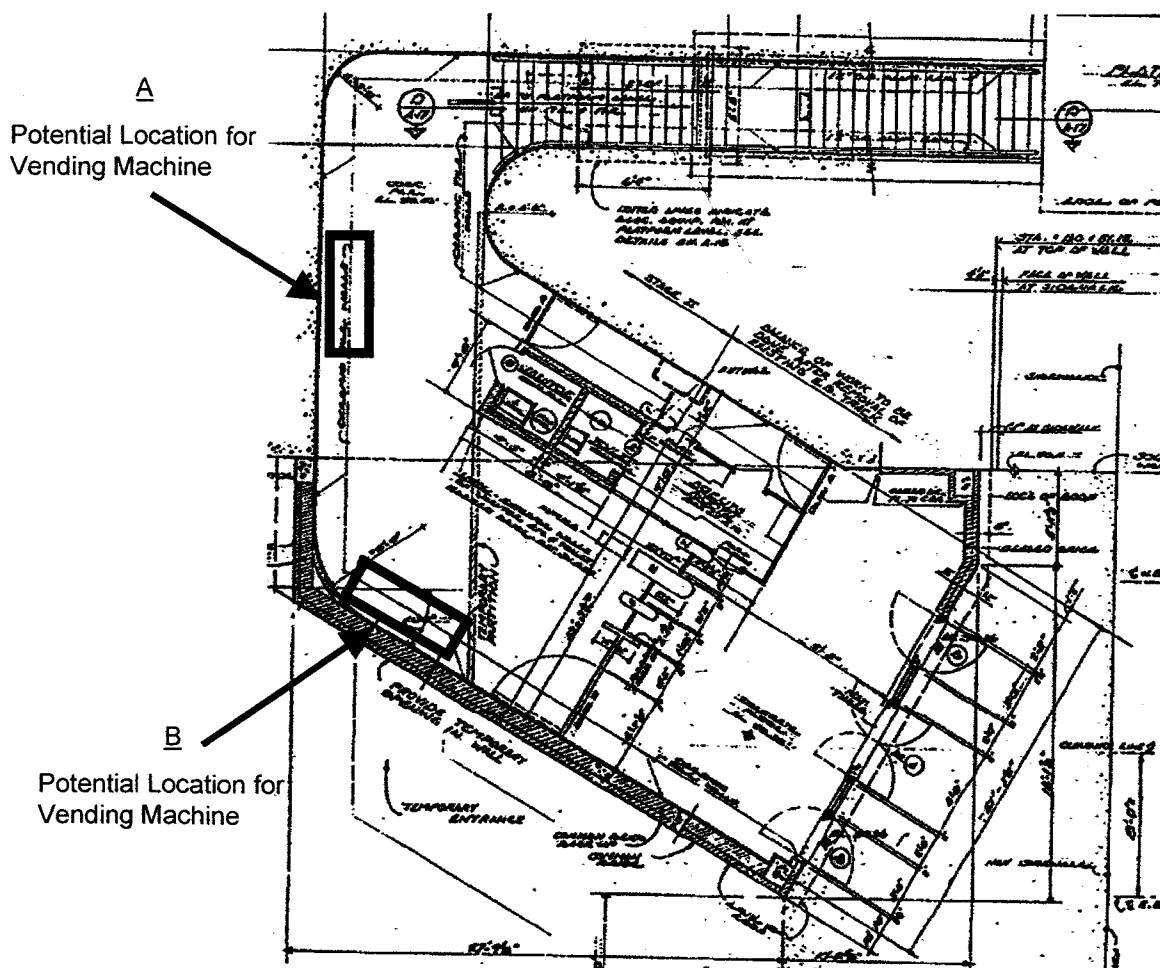
Potential Location for Vending Machine



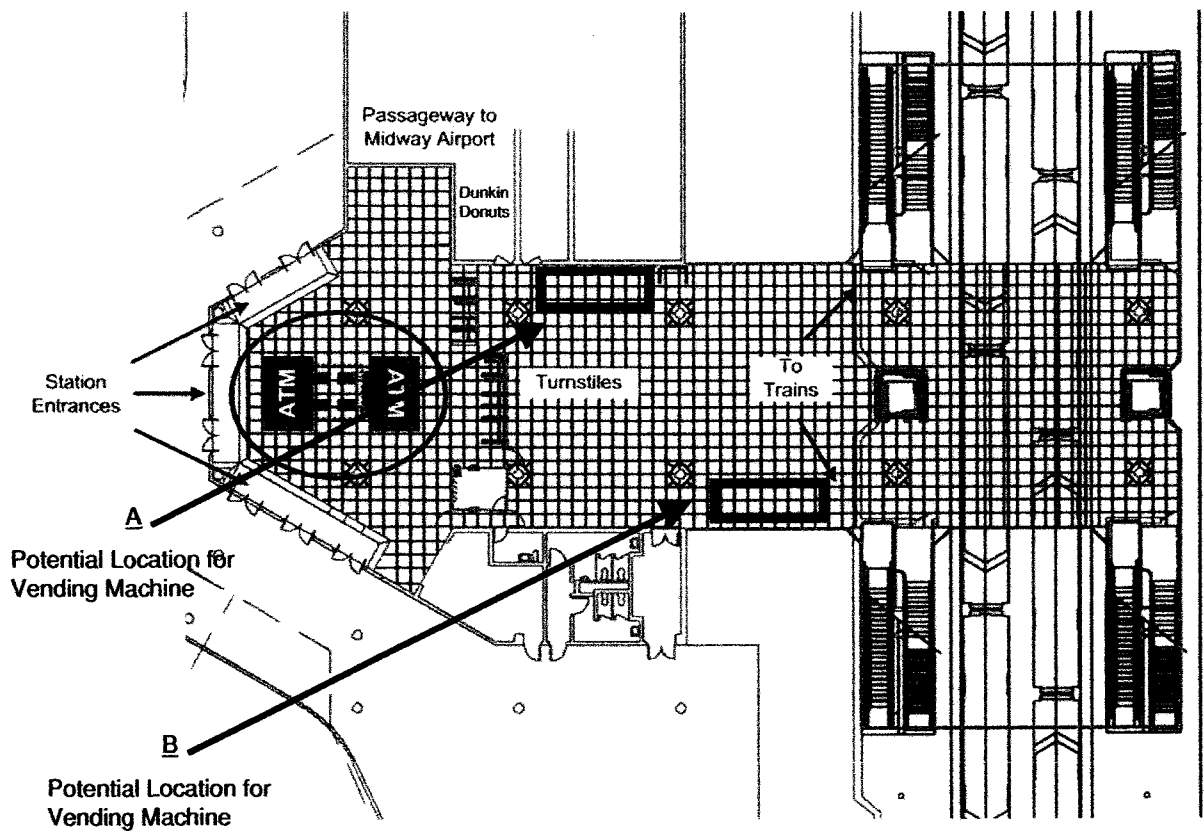
Wellington – Brown Line



Harlem/Lake – Green Line – (Main Entrance)

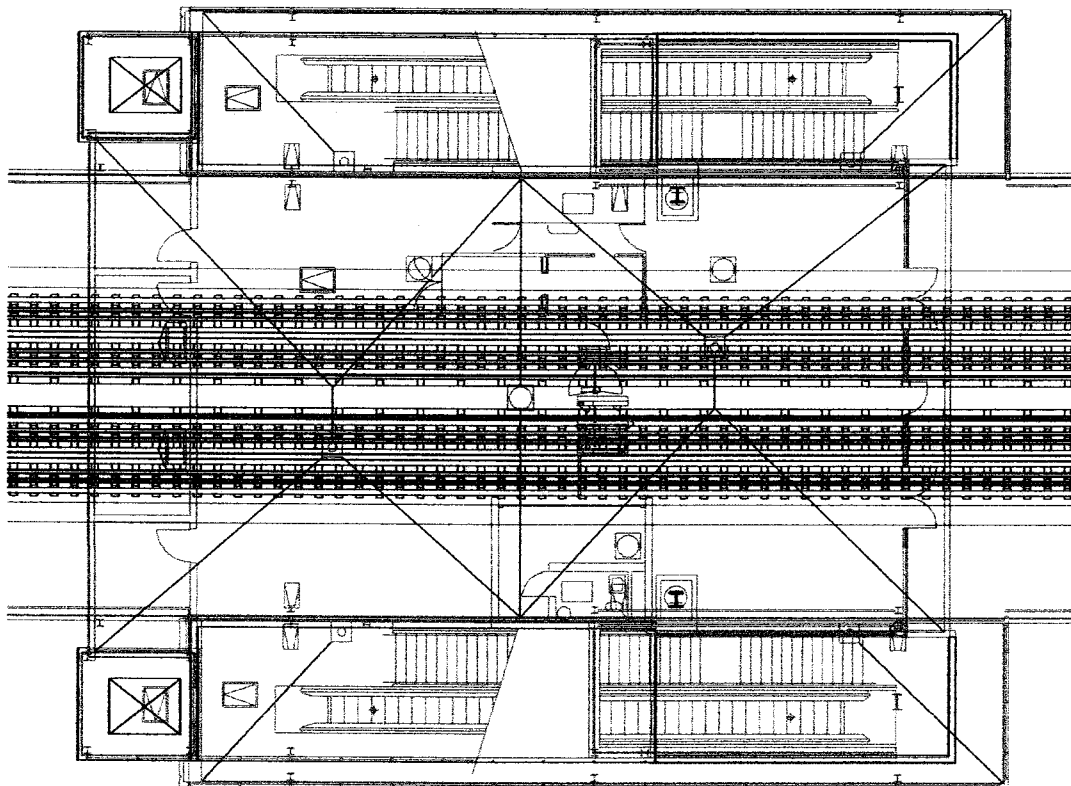


Midway – Orange Line

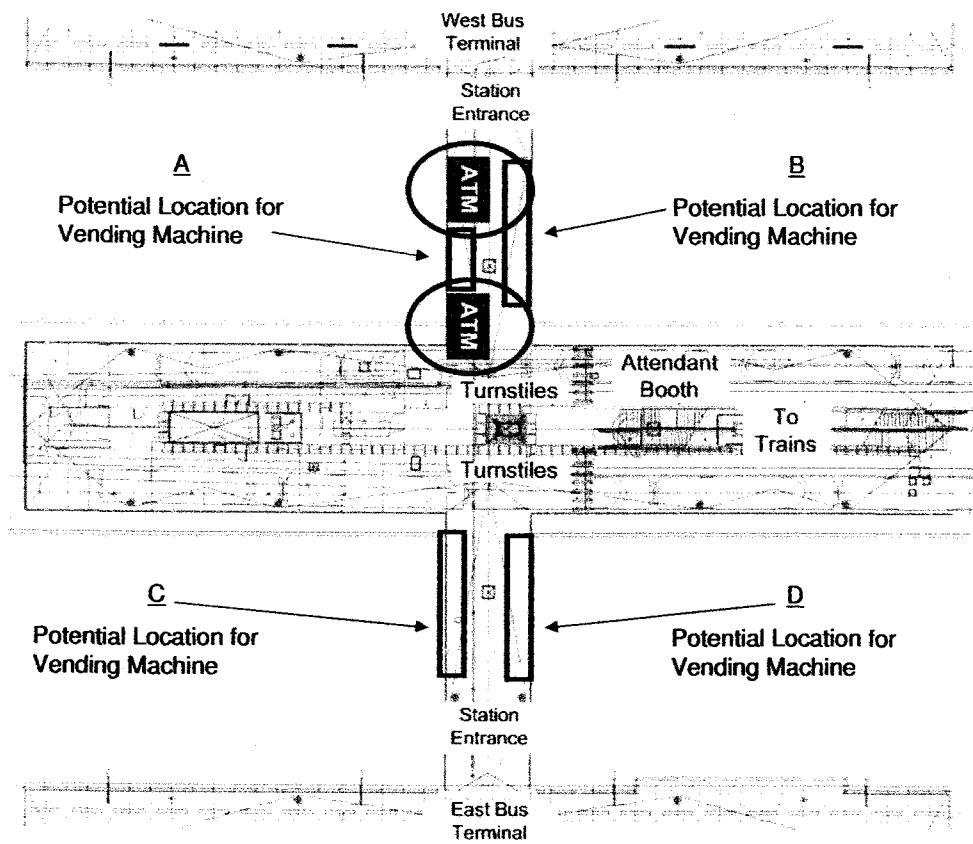


Polk – Pink Line

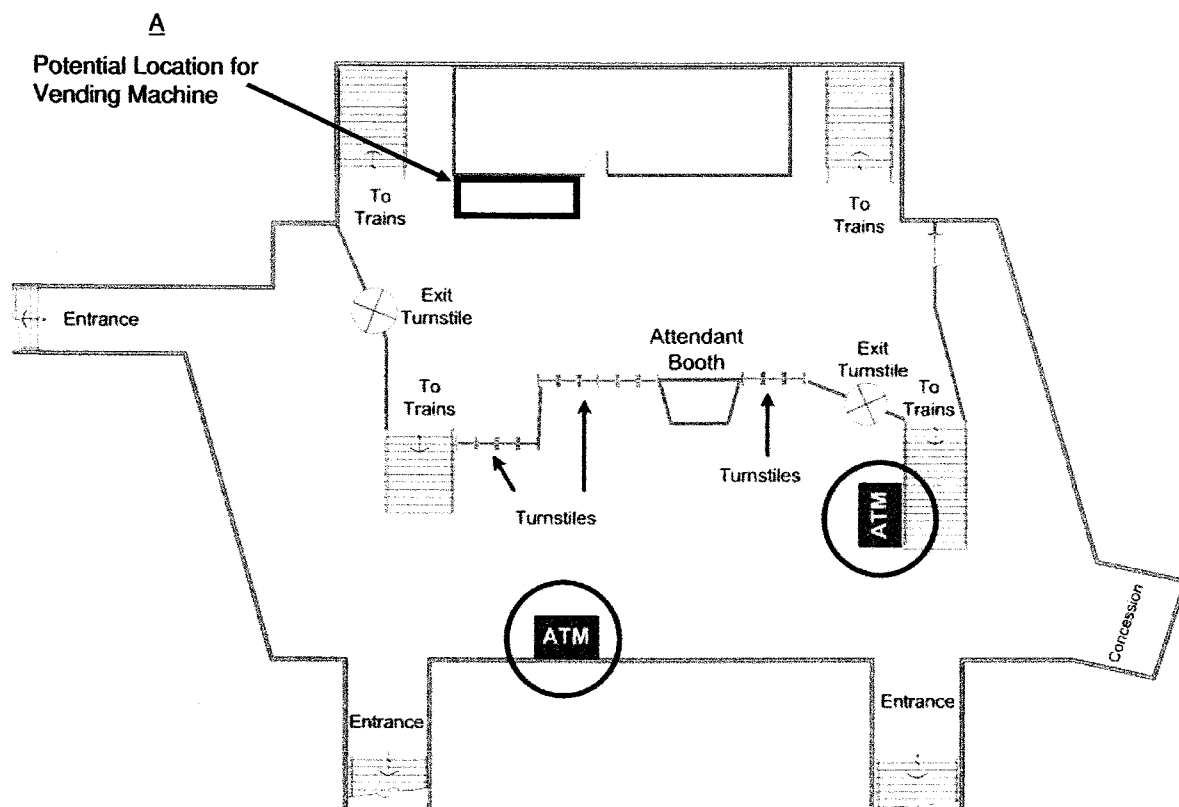
Need to verify locations and update plan



95th – Red Line



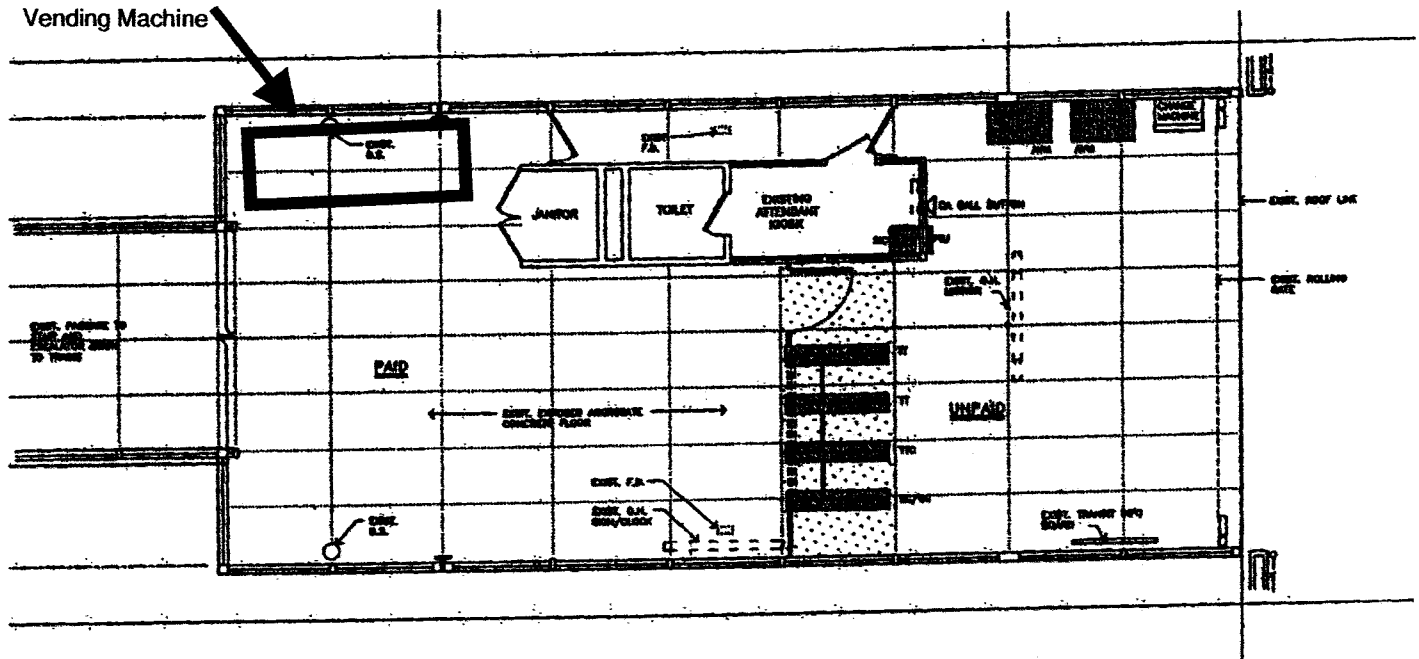
Chicago/State – Red Line



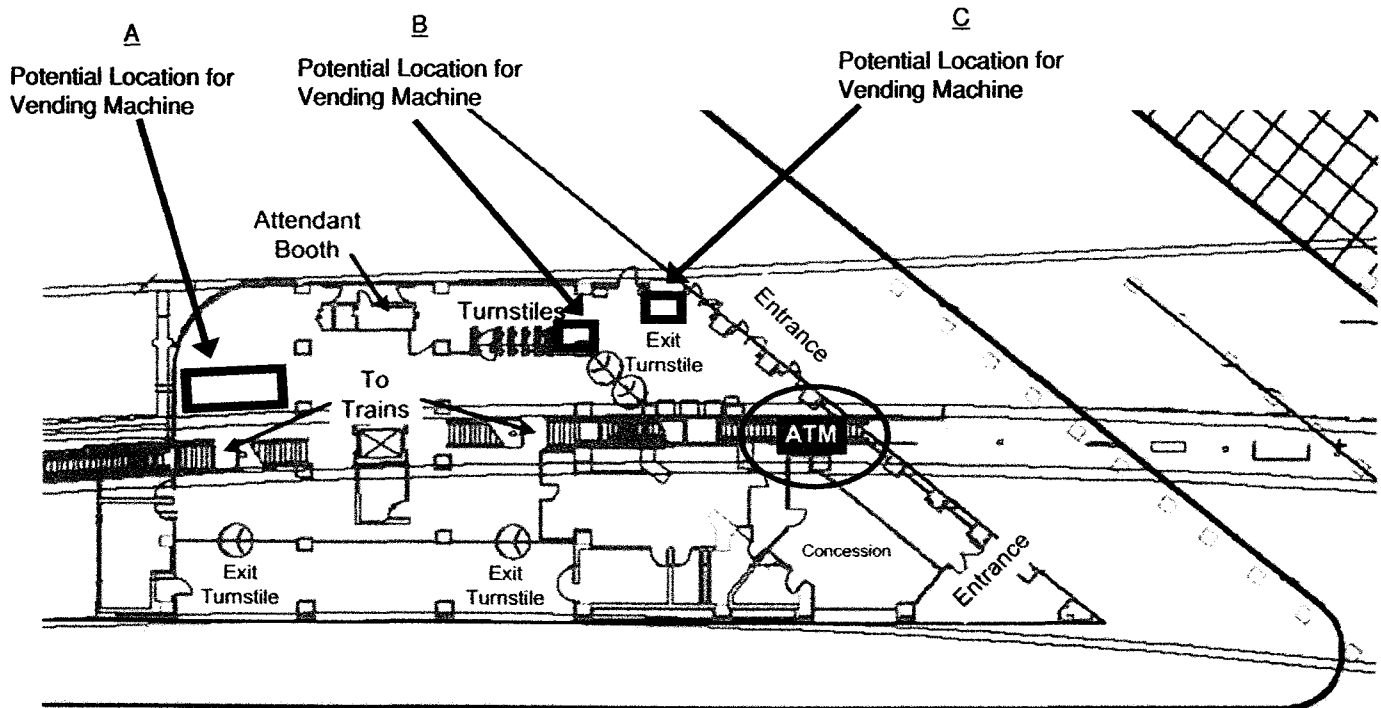
Garfield – Red Line

A

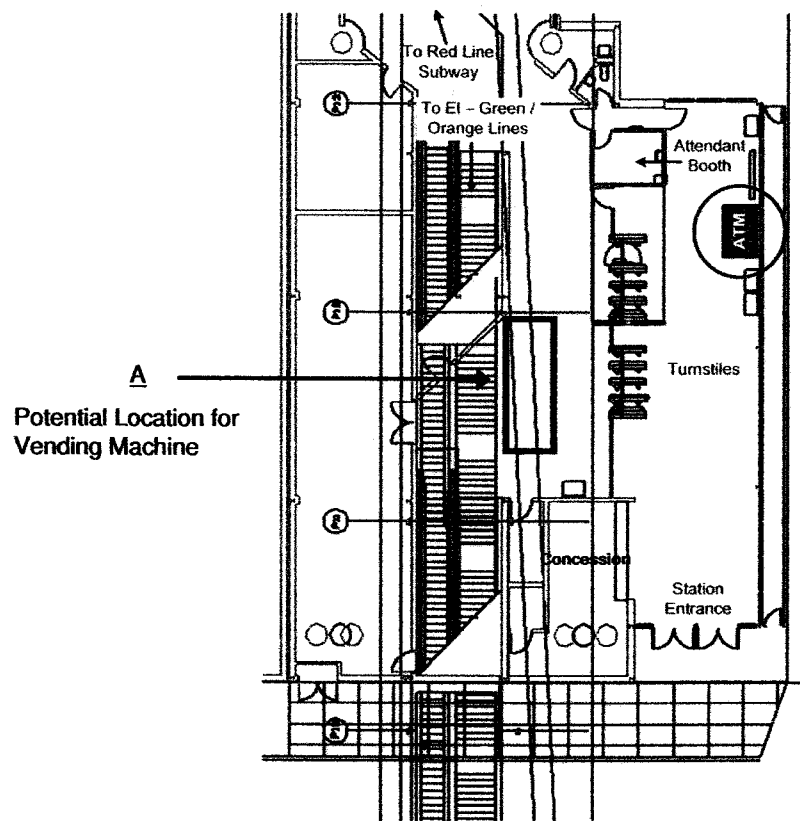
Potential Location for Vending Machine \



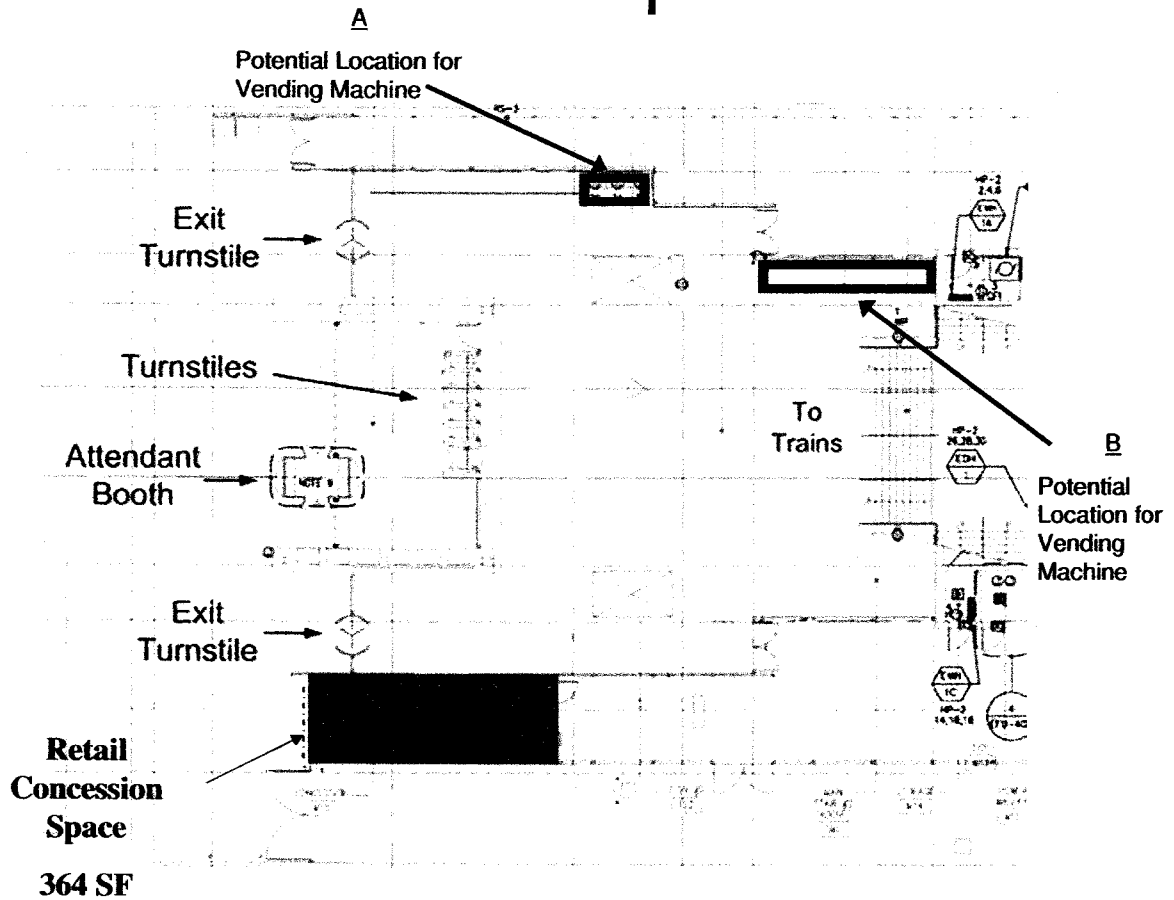
Loyola – Red Line



Roosevelt/Wabash – Orange/Green



Belmont – Brown/Purple/Red Lines



Fullerton – Brown/Purple/Red Lines

