

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 Monday, May 24, 2010:

Req. C09FR100876468R
Request for Proposals (RFP) for a Real Time Location System and System Maintenance Including Support Services for a Period of up to (36) months.

A Pre-bid Meeting will be held on Monday, May 3, 2010 in Conference Room 2A in the CTA Headquarters, located at 567 W. Lake Street, Chicago, IL. 60661 at 10:00a.m., Chicago Time.

Questions from this RFP must be written to the Procurement Administrator via email or fax no later than 3:30p.m., Chicago Time on Wednesday, May 5, 2010. Questions can be faxed to (312) 681-2497 or preferably via email to cng@transichicago.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

April 22, 2010



CHICAGO TRANSIT AUTHORITY

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

April 20, 2010

Subject: Requisition No. C09FR100876468R
Request for Proposals (RFP) for
A Real Time Location System and System Maintenance Including Support
Services for a Period Of Up to 36 Months

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

Proposals must be received no later than 3:30 p.m. Chicago time on Monday, May 24, 2010

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office before the advertised date and hour. If the delivery of the proposal is delayed beyond the date and hour set for the RFP, the proposal 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 (10) copies of the Technical section,
Four (4) copies of the DBE section, and
Ten (10) copies of the Price section are to be provided

Pre-Bid meeting will be held on Monday, May 3rd, 2010 in conference room 2A in the CTA Headquarters, located at 567 W. Lake Street, Chicago, Illinois 60661 at 10:00 am, Chicago Time.

Questions from this RFP must be written to the Procurement Administrator via email or fax no later than 3:30 pm, Chicago Time on Wednesday, May 5th, 2010. Questions can be faxed to (312) 681-2497 or preferably via email to CNG@transitchicago.com.

If you have general questions or procedural questions please call Cho Ng, Senior Procurement Administrator at (312) 681-2426 or email at cng@transitchicago.com.

Sincerely,

Robert F. Conlin
General Manager, Purchasing

cc: File / cn



CHICAGO TRANSIT AUTHORITY

Requisition No. C09FR100876468R

Request for Proposals (RFP)

To

Provide Real Time Location System Including System maintenance and support for a period of up to 36 months.

Confidentiality and Non-Disclosure: Firms requiring assistance shall only contact Cho Ng, Senior Procurement Administrator (312) 681-2426 – CNG@transitchicago.com or Robert Conlin, General Manager, Purchasing at (312) 681-2420. Firms, including all team sub-consultants, who contact any CTA personnel, either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified. Prime consultants are required to sign and submit the “RFP Non-Disclosure Statement Contractor” (Appendix J) with the proposal and to require all sub-consultants to submit signed copies of the “RFP Non-Disclosure Statement Sub-Contractor” (Appendix K) with the proposal.

ISSUED BY

Purchasing Department, Chicago Transit Authority

P.O. Box 7560

Chicago, Illinois 60680-7560

Marina Popovic, Acting Vice President, Purchasing & Warehousing

Richard L. Rodriguez, President

Terry Peterson, Chairman

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I. CTA BACKGROUND INFORMATION

The Chicago Transit Authority operates the nation's second largest public transportation system. On an average weekday, approximately 1.7 million rides are taken on CTA, which serves the City of Chicago and 40 surrounding suburbs.

CTA has more than 1,700 buses that operate on 144 routes and 2,517 route miles. Buses provide more than 1 million customer trips per day and serve nearly 12,000 posted bus stops.

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

II. INTRODUCTION

The Chicago Transit Authority seeks to enter into an agreement with a vendor to provide a fully deployable solution that automates the process of locating and tracking buses while they are parked within a garage facility and when they are entering and exiting such a facility. This real-time information will be displayed via the CTA's intranet. This project will employ real-time location system (RTLS) technology to automate both location readings and vehicle pull-in and pull-out information.

The Authority will consider proposals from firms that have proven experience in providing a real-time location system (RTLS), and who have the staff, resources and capabilities sufficient to serve a large agency.

Issuance of this RFP does not commit the CTA to pay any costs incurred in the preparation of a proposal. All proposals are to be valid for a period of at least 120 days from the due date. The CTA reserves the right to reject any or all proposals or parts thereof, to negotiate with any or all firms, and to award a contract to the firm whose initial proposal is most advantageous to the CTA, without discussions or negotiations.

III. SCOPE OF SERVICES

A. SCOPE OF SERVICES

CTA has seven bus garages located within the City of Chicago. Each garage houses between 220 and 300 buses. Each garage has a unique configuration of storage bays and maintenance areas. Buses may pull in and out of revenue service through multiple bays or may be funneled through one driveway, depending on the facility. Two of the seven garages have outdoor bus storage.

CTA currently has seven different vehicle types. The fleet consists of buses in three different lengths: 30 foot buses, 40 foot buses, and 60 foot articulated buses. Each garage will have some combination of these buses. All of the vehicles are low floor, some are hybrids.

The purpose of this project is to provide a RTLS system for all seven garage facilities and all buses. The RTLS system has several different objectives:

- **Vehicle Dispatch:** The real-time location system will eliminate the need for manual bay readings currently conducted before the AM and PM pull-out periods to assign buses to operators. These buses may be parked either indoors or outdoors

- **Vehicle Arrival and Departure:** Real-time information reporting when a bus comes onto and/or leaves the garage property
- **Maintenance Areas:** The RTLS system will locate and identify buses that are in specific maintenance areas, with an option to identify if the bus is located on a hoist.

The RTLS system will accomplish the objectives mentioned above through the following methods:

Accurate Real-Time Location

- Location of a vehicle accurately to within a maximum of two meters of its actual location
- Real-time information will be made available through a web-based map to garage maintenance staff, transportation personnel, revenue equipment technicians and vendors, minimizing the time spent locating a bus within the bus storage areas.
- Accurate real-time location areas are outlined in garage maps in Exhibit B

General Area Location

- The system must be able to identify all vehicles in certain designated areas (e.g., maintenance areas, trouble track, etc.)
- Designated areas will be marked by readers or through geo-fencing
- Real-time information will be made available through a web-based map to garage maintenance staff, transportation personnel, revenue equipment technicians and vendors
- General location areas are outlined in garage maps in Exhibit B

Entry/Exit

- The system must have the ability to trigger an event when a vehicle crosses designated thresholds. These thresholds can be on garage property or in specific areas where vehicles enter and exit garage property.
- These triggered events will be used as a service management and on-time performance monitoring tool
- Entry/Exit locations are outlined in garage maps in Exhibit B

The contractor must furnish the following items and services, as well as any additional items and services described in this Request for Proposal:

System Requirements

- The system should be designed to maximize battery life of the tag while also having the ability to locate a vehicle at any given time. The tag must have at least one of the following features:
 - A beaconing system that is end user remotely configurable with the ability to locate vehicles up to once every minute
 - The ability to remotely schedule the beaconing rate based on time of day. For example, the tag should beacon more frequently during key pull-out and pull-in times, but less frequently when the vehicle is scheduled to remain parked for longer periods of time.

- The ability to automatically detect bus movement within the garage property and automatically update the location of the bus while in movement and once it has stopped.
- The ability for the tag to power off once outside of garage property and power on once back onto garage property
- The system must include on-board tags, readers located at garages, wireless infrastructure to transmit location data to a central server, mapping and reporting software, and must allow for the addition or integration of possible future systems (open source).
- Web-based maps, exception reports and other tools must be available.
- Maps identifying the real-time location of vehicles will be integrated into CTA's existing Maintenance Management Information System (MMIS). Location and tracking data may be presented in multiple reporting formats, customized for different end users.

1. VEHICLE TAGS

The contractor shall be responsible for the following:

- Provide programmable transponders that can be read at any garage facility.
- The contractor will program tags for up to 1900 vehicles.
- The contractor will install a tag on the interior of every CTA bus and provide all materials needed for the installation. If the contractor requires their tags to be installed on the exterior of the bus, they will secure the tag in a manner that will prevent the tag from being damaged.
- Installation of the tags will be performed in the bus's home garage
- The contractor will install the tag in a location on the bus that is approved by the CTA

The tags must have the following specifications:

- Easily and remotely configurable and activated
- Have a battery and must be readable from a distance of 200 feet or more
- Must be readable even when a bus is powered off and should have a modifiable update rate (e.g., sleep mode)
- Battery life must be a minimum of three years

The contractor must also provide an option for tags with rechargeable batteries that can be powered by the bus via a plug-in so that battery life is at least six years. In addition, this option shall be capable of trickle charging the battery within the tag for extended life. The contractor should state the anticipated life of such a tag. The contractor should also provide a method to track battery life on every tag remotely through a user-interface or exception report.

The contractor should provide additional specifications regarding tag size, power, data rate, frequency, battery life and options, read-write capabilities and any other features.

2. READERS

The contractor shall install a network of readers within each garage facility that have the following capabilities:

- Clearly identify stationary positions of buses parked within storage bays
- Ability to locate vehicles in a general designated area
- Trigger an event when vehicles enter and exit designated areas within the garage property as well as entry to and exit from the garage property

- Permit simultaneous reading of large numbers of tagged vehicles while ensuring that each tag is read only once
- The readers must convert the tag data to a format transmittable to an application on a server
- Have the ability to expand the network of readers within the garage

The contractor must use the garage maps provided in Exhibit B that detail the coverage areas in each garage and provide a map that identifies the location of each reader for approval by CTA prior to installation.

The contractor should provide additional specifications regarding reader size, reading range, accuracy rate, frequency of reporting, and any other features, such as the ability to interface with other tags.

3. WIRELESS INFRASTRUCTURE

The contractor shall conduct a physical site survey and wireless coverage analysis at each of the seven garage facilities. The proposed system should leverage existing wireless networks where possible, but not create any interference with the existing 802.11 wireless infrastructure.

RTLS wireless infrastructure requirements include:

- The contractor shall provide a wireless network in each garage sufficient to provide timely location and tracking data to the end user applications.
- RTLS solution shall be individual wireless LAN controllers at each bus garage with centralized wireless network management at the CTA's Data Center
- Security level of WPA2
- Local survivability at each garage is required if the link to the Data Center is interrupted
- Contractor will provide backup power for Network devices
- Contractor will be responsible for installing all recommended additional network hardware

4. REPORTING & DATABASE

The contractor will provide web-based reporting of all raw and aggregate data including exceptions (missing/non-reporting buses, defective tags, etc.). In addition, bus arrival and departure times from each garage facility will be reported in an easy to use web-based format. The system should also provide a single bus look-up table that identifies current position either within a garage or outside of a facility. Customized reports will be jointly developed between CTA and the contractor, the database should be open database connectivity (ODBC) compliant. An Oracle database is preferred.

5. INSTALLATION

The contractor will be responsible for providing all equipment needed for the installation of the RTLS system. Installation of any networking equipment at the garages must be in full compliance with the building code and not interfere with normal garage operations. The contractor will perform installation during the following hours:

- Building infrastructure: 7:00am – 3:00pm
- Bus infrastructure: 6:30pm – 3:30am

6. OPTIONAL INTERFACES

MMIS integration

CTA has a Maintenance Management Information System (MMIS) work order system, which maintenance personnel use to manage maintenance work. All RTLS-based bus location data and reports should be made available directly within MMIS. Maintenance personnel accessing the MMIS system for their assignments must also be able to locate the vehicles that they have been assigned to work on.

The contractor will pass real-time location coordinates to MMIS, working with CTA's MMIS vendor, Asset Works, to generate accurate maps that display individual bus positions. The real-time location of all vehicles parked within a garage facility will be displayed on a map. The map will clearly mark storage bays, repair areas, garage perimeter, etc. The RTLS System will pass coordinate information to the MMIS application with updates every minute. Vehicle icons will be color coded to indicate work order status on a pop-up map.

Electronic Vehicle Pullout Schedule

Currently, the daily scheduler assigns runs (operator work assignment) to a bus using a paper vehicle pullout schedule (VPS). With the new RTLS map and the daily schedule (split screen), the scheduler must be able to enter assignments electronically. From the RTLS map, schedulers should click on a bus icon and assign it onto the VPS with a second click, eliminating human error entering in bus # information. The resulting web-based electronic VPS would be viewable in a webpage that can embed data into MMIS and also automatically email the same information to a distribution list as needed. The contractor must work with CTA's existing MMIS provider (AssetWorks) to integrate the VPS with MMIS and CTA's Hastus scheduling software to receive schedule export file to display up-to-date bus assignment schedules.

Real-Time Database Interface

The contractor's bus arrival and departure reports will also integrate other information provided by a CTA database, including run ID (work assignment), operator ID and timestamp. This information will be made available in an Oracle database table. The contractor will pull this information, along with the scheduled pullout information (from the VPS interface) to provide a report that details the arrival and departures of the combined vehicle ID, run ID, and operator ID. Exceptions should be flagged based on scheduled departure and return times.

AVM integration

A final optional interface is for the RTLS solution to integrate with CTA's existing Automatic Vehicle Monitoring system (AVM). AVM reports the health status of various on-board systems (e.g., engine, transmission, ABS) when a bus returns to a garage and is within wireless range. Critical exceptions are flagged in AVM reports to the maintenance manager, who reviews them to determine the appropriate assignment. An interface with AVM will allow the exception status to display on the map. This will improve a maintenance manager's ability to efficiently prioritize and assign work.

7. MISCELLANEOUS

Warranty and Maintenance

The contractor shall warranty the system for three years. The warranty period will begin with CTA acceptance of the RTLS System.

Service Level Agreement: 99.5% System Uptime; 99.5% Garage Uptime at each garage

Uptime: Tags – 95% Uptime; Applications – 99.5% Uptime

The Proposer shall provide support during the 3 year maintenance period. The support will be available 24X7X365 including statutory holidays, to assist the Authority in using the software or reporting of defects.

User Training

The contractor will provide on-site user training along with detailed documentation of the RTLS system and integrated software. The contractor will conduct up to 10 training sessions for 20 operating and 20 maintenance individuals.

B. PROJECT TIMELINE

The project timeline must be developed by the Proposer and include any and all tasks necessary for completion of the Scope of Services, as identified above. The project timeline shall include the project milestones listed below. All tasks identified in the Scope of Services shall be completed within 18 months from Notice-to-Proceed (NTP).

C. PROJECT MILESTONES

- Proof of concept/acceptance testing of prototype vehicles with verification of accurate locating/tracking.
- Installation of vehicle tags, readers, and wireless infrastructure at first garage.
- Proof of concept at first garage. The contractor shall successfully demonstrate 100% accuracy in locating and tracking vehicles. Bus locations should display on the map application and reports should track garage departure and arrival times.
- Installation of remaining garages
- Delivery of complete mapping application and reporting tools
- Integration work for optional interfaces, including software requirements for each interface

IV. CONTRACT AND GENERAL REQUIREMENTS

This RFP is intended to provide the Authority with a means of providing a RTLS system for seven garage facilities and all buses. One contract will be established with the successful

Proposer that may or may not include the features under Section III Item 5, Optional Interfaces.

The CTA's prime objective is to obtain a qualified Contractor that has the experience, technology, skills, and resources in installing, configuring, implementing, and maintaining a real-time location system for the Authority.

The Contractor shall procure and maintain insurance during the term of the contract, at Contractor's expense, as described in Appendix L INSURANCE REQUIREMENTS.

V. PROPOSAL SUBMITTAL REQUIREMENTS – A complete proposal must consist of the following:

Responses shall be submitted with material printed on one side only on standard 8 ½" x 11" letter-size paper with removable binding on the left hand side. The use of expensive paper and binding and elaborate submittals is discouraged. All proposals submitted become the property of the CTA and no materials will be returned. The Technical Proposal, Disadvantaged Business Enterprise Proposal, and Price Proposal must each be submitted in separately sealed envelopes. Documents with original signatures should be clearly labeled as such.

Proposers are advised to adhere to the submittal requirements. The proposal must contain sufficient detail to enable the CTA to evaluate it according to the criteria outlined in Section VI, Evaluation Process and Criteria. Failure to comply may be cause for rejection of the submission. The Chicago Transit Authority reserves the right to accept or reject any or all submittals or parts thereof.

Part I. TECHNICAL PROPOSAL

(Ten copies – 8 ½" x 11" paper)

A. Cover Letter

The cover letter must contain a commitment to provide the services described in this RFP including DBE requirements set forth in Part II. Each cover letter must include the name and signature of a representative of the Contractor who is authorized to negotiate and enter into a binding contract with the Authority.

B. Comprehensive Plan

The Proposer shall submit a comprehensive plan on how the CTA's goals will be accomplished as described in Section III Scope of Services of this RFP. This plan must explain how the Proposer will utilize its experience, products, skills, and resources to meet the CTA's schedule and provide all services as specified.

The Proposer must describe in detail how it will meet the RFP requirement with emphasis placed on the following items:

1. The installation, implementation, and integration of the Vehicle Tags and Readers
2. Wireless Infrastructure

3. Reporting Database
4. Optional Interfaces

The comprehensive plan should detail all tasks the Proposer deems necessary in fulfilling the Scope of work. A breakdown of each task, and the time and resources required to complete each task, should be included. An approximation of the project completion in a Gantt-type chart, or some other chart displaying the relevant information, also should be included.

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

C. Qualifications of the Firm

The Proposer should identify those skills and products that demonstrate prior experience in providing services of similar size and complexity. Ideally, the Proposer will have a minimum of three years experience providing real-time location systems and requirements as outlined and identified in the Scope of Services and will submit and describe its experience in successfully employing these services with at least two specific examples of similar in size, complexity, or similar industry as the Authority. Firms with less experience or specific examples will be considered and scored accordingly.

D. Experience of Key Personnel and Organizational Structure

The proposal should identify all key personnel dedicated to this engagement and percentage of time each staff member will work on this engagement. Additional staff personnel should also be identified based on proposed strategies. The proposal should identify the project manager and technical lead person. Each individual shall have a minimum of three years of experience with installing & implementing real-time location systems. Personnel with less experience will be considered and scored accordingly.

The proposal must include a proposed organizational structure for this engagement, including the resumes of all key personnel, including subcontractors, if applicable. Also, a project overview identifying the relative roles of all personnel, including any subcontractors, should be included.

E. 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 Work, the Sample Contract or other RFP requirements including all exhibits and appendices. This list must be in table form and must identify the page, section number, provision and the specific exception, non-conformance and/or substitute language proposed. Failure to identify any specific items of non-compliance will result in CTA assuming compliance. The CTA, at its sole discretion, may reject any exception listed within the proposal.

Part II. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROPOSAL

(Four (4) Copies): Provide a transmittal letter signed by an official of your firm that contains a commitment to meet the Disadvantaged Business Enterprise (DBE) goal in accordance with

Appendix B, DBE Special Conditions established by the CTA. Responses are to include a list of proposed firms to fulfill the DBE Commitment as well as any other subconsultants. Responses shall identify the percentage of participation of each identified DBE firm and shall indicate the commitment of the respondent to use each identified DBE firm. All proposed DBE firms must be certified as DBEs by the ILUCP. The Proposer should include completed Schedules B, C and D as appropriate.

Part III. PRICE PROPOSAL

(Ten copies – 8 ½" x 11" paper)

A fully completed Price Proposal must include the following items:

1. Completed Price Proposal form found in Exhibit A;
2. Completed copies of all applicable Appendices
3. Completed copies of all applicable subcontractors Appendices

VI. EVALUATION PROCESS AND CRITERIA

All proposals will be evaluated by the CTA, which reserve 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. Failure of a firm to report for an oral presentation will be cause for dismissal of that firm'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 firm an opportunity for oral presentations or negotiations.

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. The CTA reserves the right to make an award to one responsible Proposer whose offer best conforms to the requirements of this solicitation and is most advantageous to the Chicago Transit Authority.

In reviewing and evaluating the technical responses to the RFP submitted, the CTA will consider the following factors. The factors are listed in order of their relative importance, beginning with the most important. Please note that criteria numbers 1 and 2 are equally weighted, however, these criteria are more important than criteria 3 and 4 which are also equally weighted.

1. Price
2. The quality and comprehensiveness of the proposed plan. This includes the accuracy/latency/frequency of the bus locating hardware and software; the user-friendliness of the map and reporting application, the wireless network provided; and the robustness of the proposed interfaces to existing CTA systems (Section V, Part I B).
3. Qualifications of the firm (Section V, Part I, C);
4. Key personnel experience (Section V, Part I, D).

The CTA retains the right to require additional information, including revised pricing information, from any Proposer, and to determine the veracity of the information in the proposal. A proposal

found to be based on inaccurate or misrepresented information may be dismissed from further consideration.

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

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

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

Exhibit A – Price Proposal

Exhibit A – Price Proposal

The following information is provided for evaluation purposes only. The price proposal should be based on the following assumptions:

1,900 buses

7 garages

Proposers must summarize the project's costs, including the following line items. Include per unit cost where applicable.

A	Item	Unit(s) Qty	Price/Unit	Cost
	Tags			
	Software			
			Total Cost	\$

B	Yearly Fee –System Maintenance and Support	Annual Cost
	Year 1 (12 months)	\$
	Year 2 (12 months)	\$
	Year 3 (12 months)	\$
	Fee Total (36 months)	\$

C	Optional Interfaces	Hours	Price/Hour	Cost
	Optional Interface: MMIS			
	Optional Interface: VPS			
	Optional Interface: RTDB			
	Optional Interface: AVM			
			Total Cost	\$

Proposer: _____

D. 103rd Garage

D.1	Accurate Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

D.2	General Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

D.3	Entry/Exit: Garage Property	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

D.4	Entry/Exit: Maintenance Areas and Garage	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

Proposer: _____

E. 77th Garage

E.1	Accurate Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

E.2	General Location System (Indoors)	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

E.3	Entry/Exit: Garage Property	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

E.4	Entry/Exit: Maintenance Areas and Garage	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

Proposer: _____

E.2	General Location System (Outdoors)	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

Proposer: _____

F. 74th Garage

F.1	Accurate Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

F.2	General Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

F.3	Entry/Exit: Garage Property	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

F.4	Entry/Exit: Maintenance Areas and Garage	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

Proposer: _____

G. Kedzie Garage

G.1	Accurate Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

G.2	General Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

G.3	Entry/Exit: Garage Property	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

G.4	Entry/Exit: Maintenance Areas and Garage	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

Proposer: _____

H. Chicago Ave Garage

H.1	Accurate Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

H.2	General Location System Indoors	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

H.3	General Location System O1 (Outdoors)	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

H.4	General Location System O2 (Outdoors)	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

Proposer: _____

H.5	Entry/Exit: Garage Property	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

H.6	Entry/Exit: Maintenance Areas and Garage	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

Proposer: _____

I. Forest Glen Garage

I.1	Accurate Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

I.2	General Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

I.3	Entry/Exit: Garage Property	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

I.4	Entry/Exit: Maintenance Areas and Garage	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

Proposer: _____

J. North Park Garage

J.1	Accurate Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

J.2	General Location System	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

J.3	Entry/Exit: Garage Property	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

J.4	Entry/Exit: Maintenance Areas and Garage	Unit(s) Qty	Price/Unit	Cost
	Readers			
	Wireless Infrastructure			
	Installation			
	Other (Please specify)			
			Total Cost	\$

Proposer: _____

Exhibit B – Maps of Garages

103rd Garage
1702 E. 103rd Street

74th Garage
1815 W. 74th Street

77th Garage
210 West 79th Street

Chicago Avenue Garage
642 N. Pulaski Road

Kedzie Garage
358 S. Kedzie Avenue

Forest Glen Garage
5419 W. Armstrong Avenue

North Park Garage
3112 W. Foster

103RD GARAGE



Chicago Transit Authority
General Location System



103rd Street and
Stony Island Ave.

Baker Engineering, Inc.
Consulting Engineers

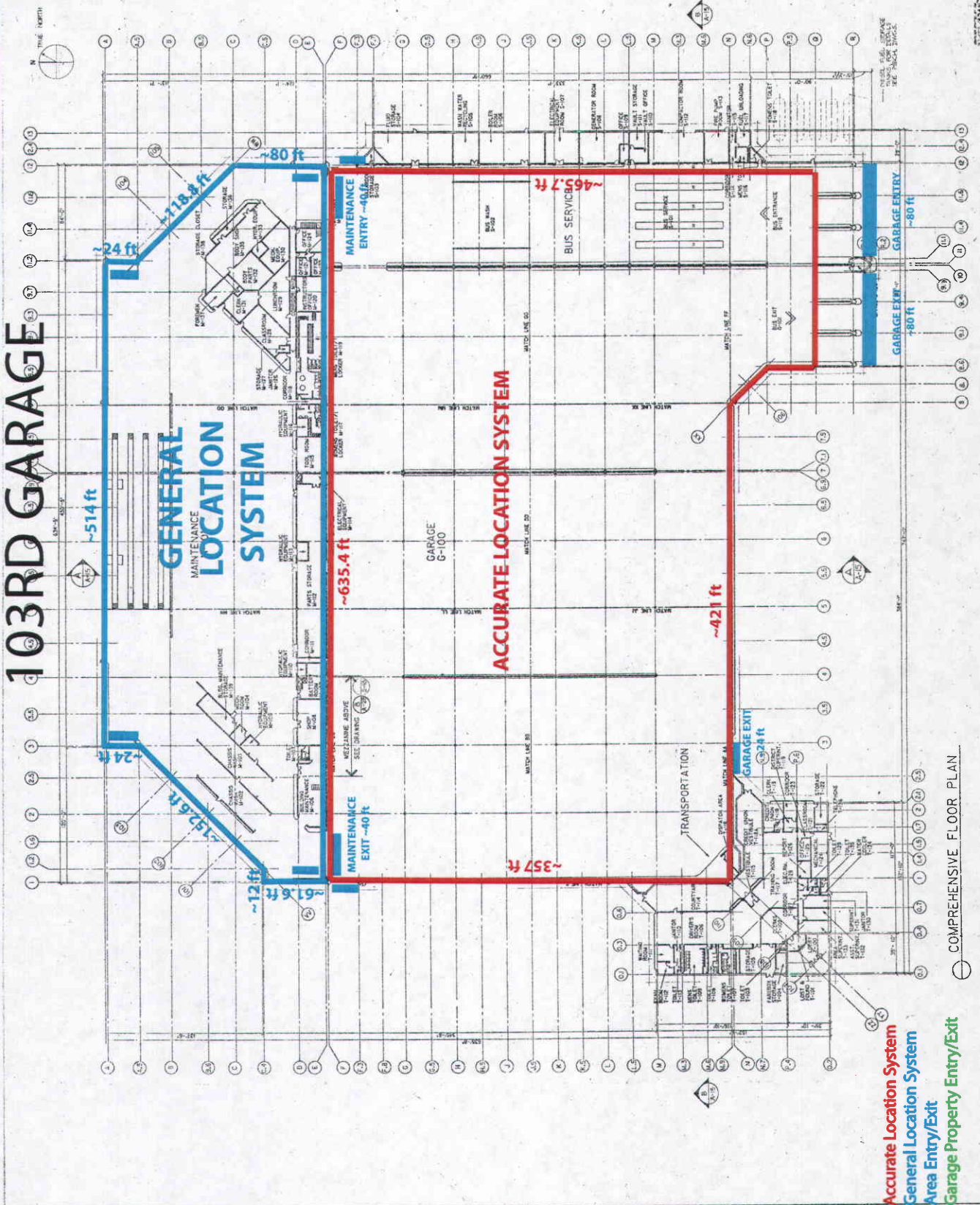
Chicago, Illinois



No.	Date	Description	By
1	11/17/10	Preparation	...
2	11/17/10	Design	...
3	11/17/10	Check	...
4	11/17/10	Approval	...
5	11/17/10	Project No. 14-100	...
6	11/17/10	Date November 18, 2010	...
7	11/17/10	Scale 1"=50'-0"	...

COMPREHENSIVE
FLOOR PLAN

ISSUED FOR CONSTRUCTION
Job Order No. 3421
Drawn By: C-1
Of 1



KEY
— Accurate Location System
— General Location System
— Area Entry/Exit
— Garage Property Entry/Exit

COMPREHENSIVE FLOOR PLAN

This aerial map displays a large industrial facility, likely a warehouse or distribution center, with a dark roof and extensive parking areas. The map is overlaid with several colored lines and shapes representing different systems and areas:

- Accurate Location System:** A red outline highlights a specific area within the facility's parking lot.
- General Location System:** A blue outline highlights a larger area, including the building and surrounding parking spaces.
- Area Entry/Exit:** A blue arrow points to a road leading into the facility.
- Garage Property Entry/Exit:** A green arrow points to a road leading out of the facility.

A key in the bottom right corner defines these symbols:

- KEY**
- Accurate Location System** (Red outline)
- General Location System** (Blue outline)
- Area Entry/Exit** (Blue arrow)
- Garage Property Entry/Exit** (Green arrow)

The map also shows surrounding roads, including S Stony Island Ave and E 103rd St, and various address markers.

General Location System

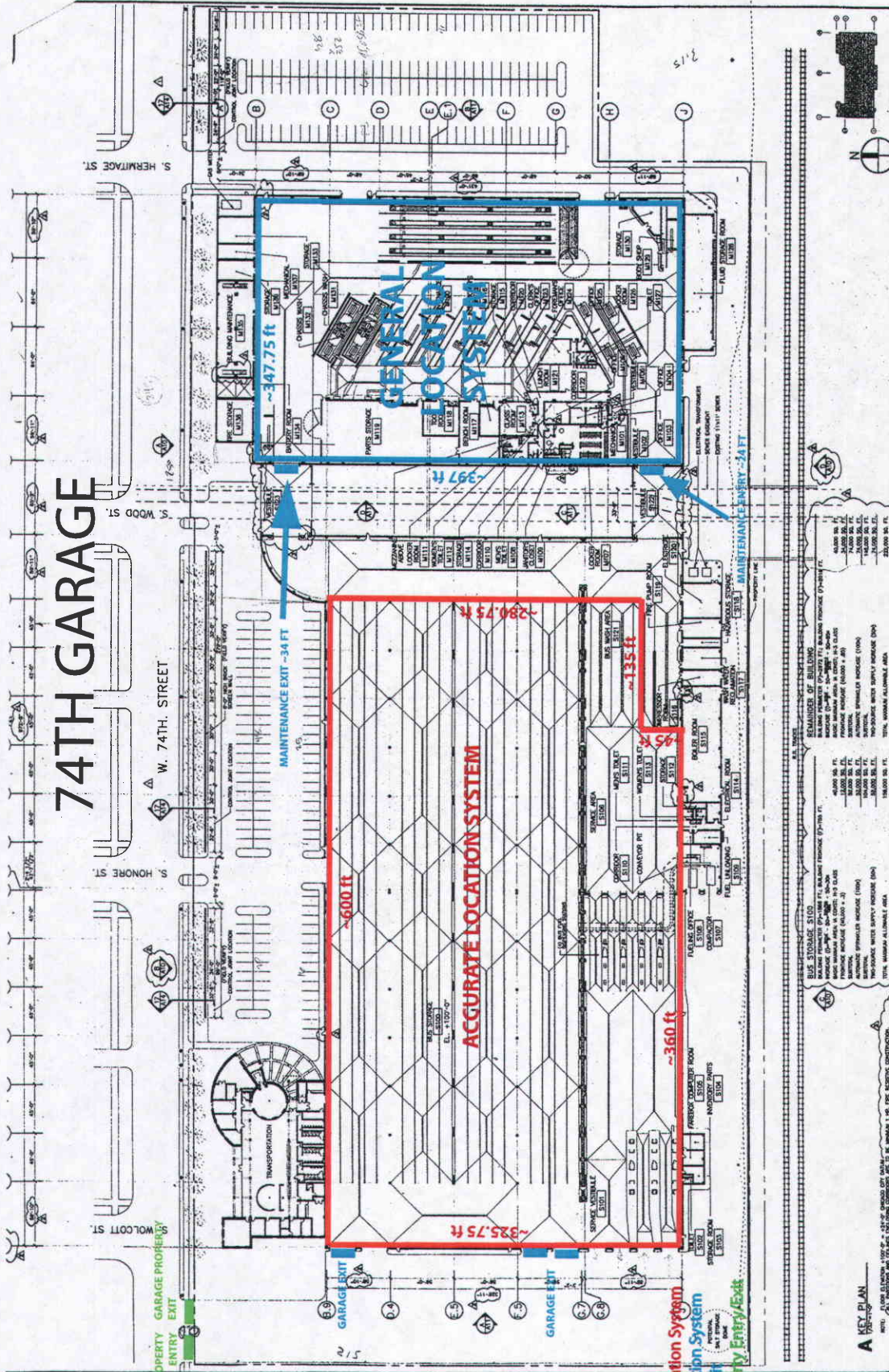
[illegible]

NOTE.
FOR PROPERTY SOUTH OF 71ST ST.
SEE DRG. NO 2-P-631 PAGE 1-B FOR
PROPERTY SOUTH OF 79TH ST SEE
DRG. NO 2-P-636 PAGE 2-4

CHICAGO TRANSIT AUTHORITY ENGINEERING DEPARTMENT	PERMANENT EMP. NO.		
	PROPERTY		
	77TH ST. BUS GARAGE		
	W 77TH ST. & S. VINCENTNES AV		
DATE RECEIVED	APPROVED	DATE	DRG. NO. & P-116
BY: [Signature]	APPROVED: [Signature]	DATE: [Date]	DRG. NO. & P-116

- KEY**
-  **Accurate Location System**
 -  **General Location System**
 -  **Area Entry/Exit**
 -  **Garage Property Entry/Exit**

74TH GARAGE



KEY

- Accurate Location System
- General Location System
- Area Entry/Exit
- Garage Property Entry/Exit

A KEY PLAN

AREA 1: 100' x 100' (10,000 SQ. FT.)

AREA 2: 100' x 100' (10,000 SQ. FT.)

AREA 3: 100' x 100' (10,000 SQ. FT.)

AREA 4: 100' x 100' (10,000 SQ. FT.)

AREA 5: 100' x 100' (10,000 SQ. FT.)

AREA 6: 100' x 100' (10,000 SQ. FT.)

AREA 7: 100' x 100' (10,000 SQ. FT.)

AREA 8: 100' x 100' (10,000 SQ. FT.)

AREA 9: 100' x 100' (10,000 SQ. FT.)

AREA 10: 100' x 100' (10,000 SQ. FT.)

IN CHARGE: A. Epstein and Sons, Inc.

DESIGNED BY: A. Epstein and Sons, Inc.

DRAWN BY: A. Epstein and Sons, Inc.

CHECKED BY: A. Epstein and Sons, Inc.

APPROVED BY: A. Epstein and Sons, Inc.

DATE: 10/1/00

SCALE: 1/8" = 1'-0"

PROJECT: 74TH GARAGE

AREA 1: 100' x 100' (10,000 SQ. FT.)

AREA 2: 100' x 100' (10,000 SQ. FT.)

AREA 3: 100' x 100' (10,000 SQ. FT.)

AREA 4: 100' x 100' (10,000 SQ. FT.)

AREA 5: 100' x 100' (10,000 SQ. FT.)

AREA 6: 100' x 100' (10,000 SQ. FT.)

AREA 7: 100' x 100' (10,000 SQ. FT.)

AREA 8: 100' x 100' (10,000 SQ. FT.)

Chicago Transit Authority
Public Engineering and Architecture
c/a

KEY PLAN

DATE: 10/1/00

SCALE: 1/8" = 1'-0"

PROJECT: 74TH GARAGE

AREA 1: 100' x 100' (10,000 SQ. FT.)

Chicago Transit Authority
Public Engineering and Architecture
c/a

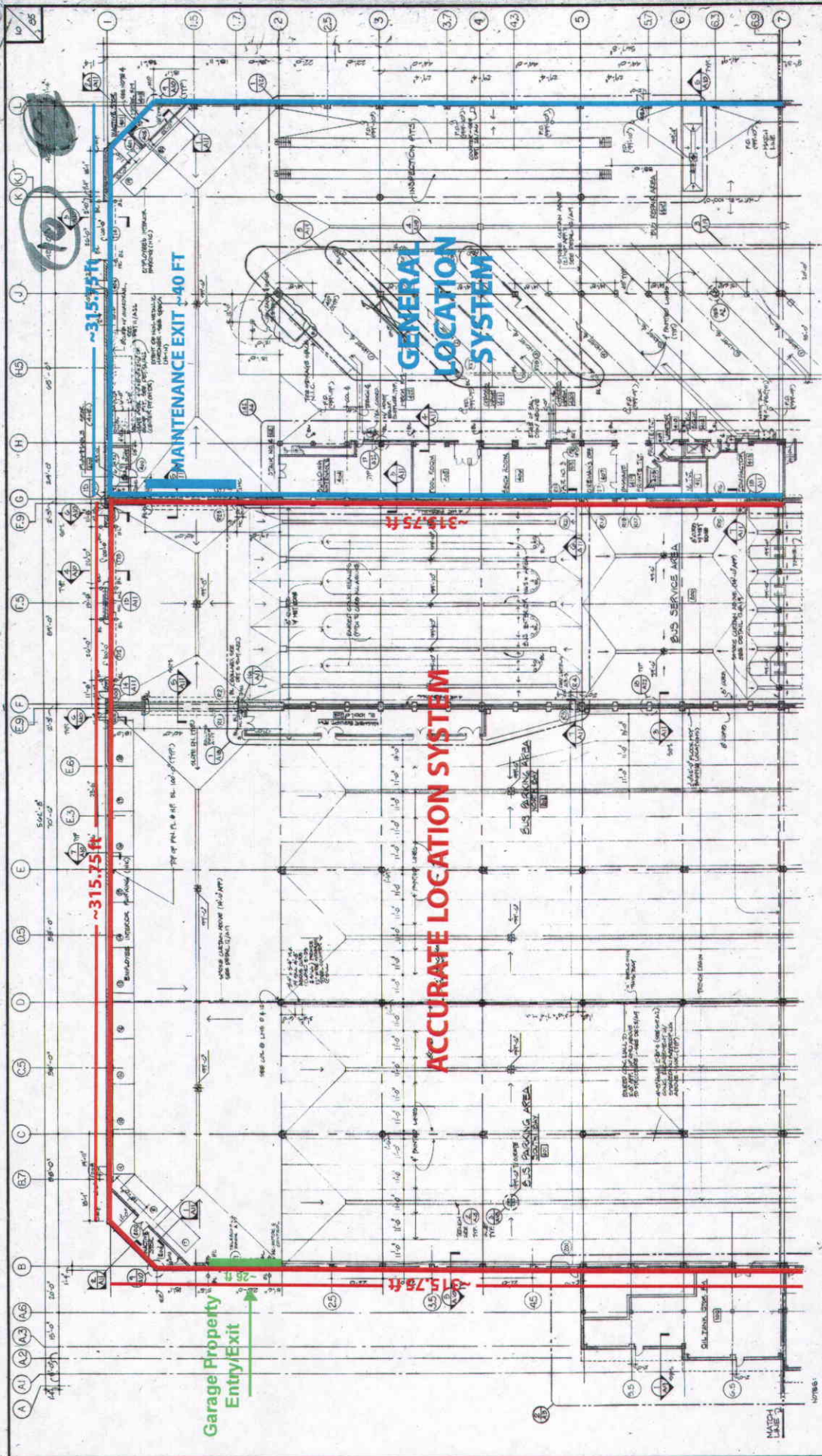
KEY PLAN

DATE: 10/1/00

SCALE: 1/8" = 1'-0"

PROJECT: 74TH GARAGE

AREA 1: 100' x 100' (10,000 SQ. FT.)



- NOTES:
1. GARAGE PROPERTY ENTRY/EXIT (SEE DETAIL)
 2. MAINTENANCE EXIT (SEE DETAIL)
 3. MAINTENANCE EXIT (SEE DETAIL)
 4. MAINTENANCE EXIT (SEE DETAIL)
 5. MAINTENANCE EXIT (SEE DETAIL)
 6. MAINTENANCE EXIT (SEE DETAIL)
 7. MAINTENANCE EXIT (SEE DETAIL)

- KEY
- Accurate Location System
 - General Location System
 - Area Entry/Exit
 - Garage Property Entry/Exit



AS BUILT

Chicago Transit Authority
General Operations Division
Engineering Department
Bus Garage Replacement
Kedzie/VanBuren



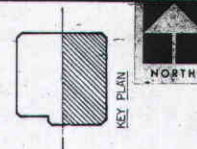
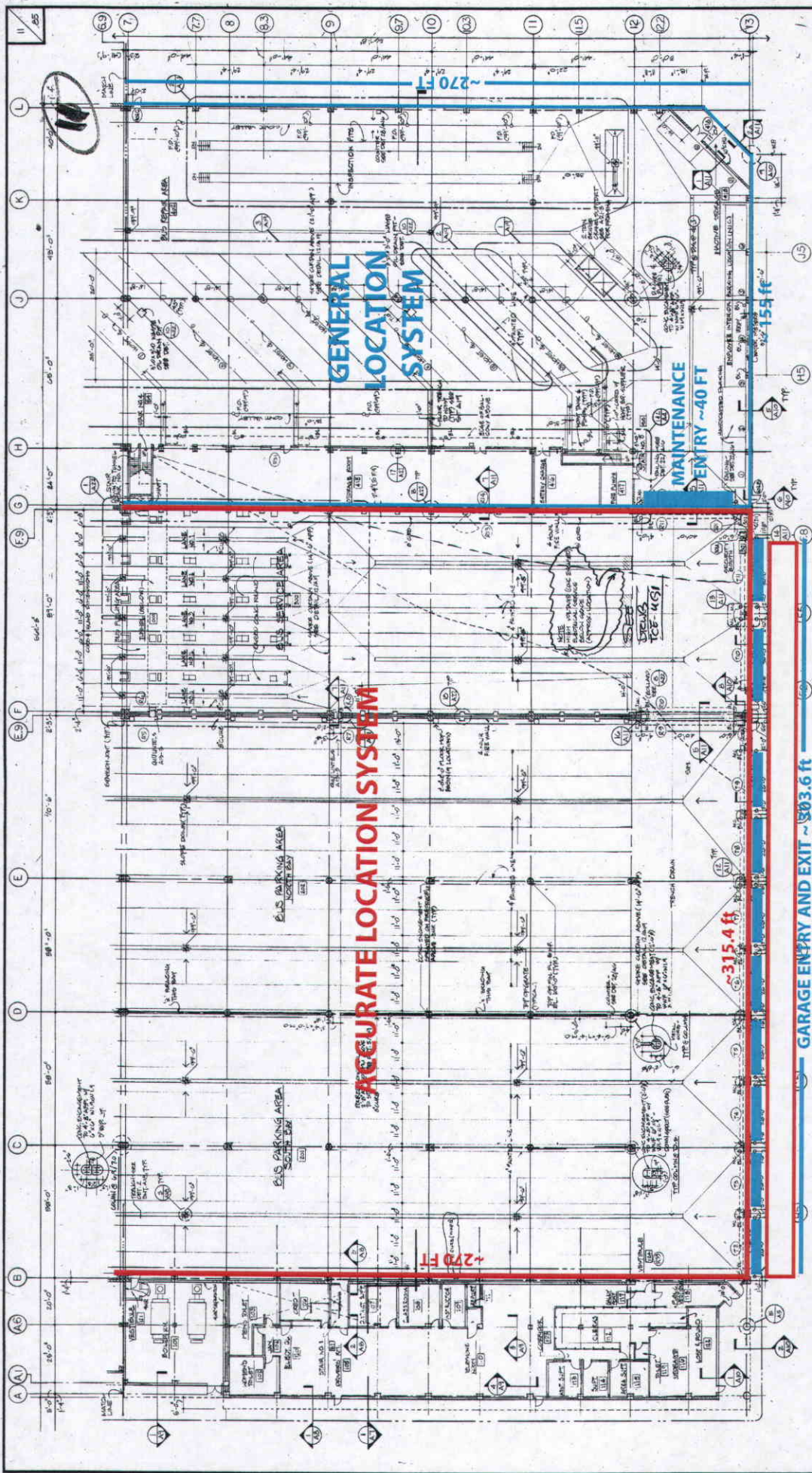
By	Check	Description	Date
JLF	JLF	5006 BUS GARAGE	NOV 08

Reviewed: E. J. JONES
Checked: J. J. JONES
Drawn: J. J. JONES
Project Number: 5106

Architects
Engineers
Planners
Knight
1000 North Dearborn Street
Chicago, Illinois 60610
312.467.2000

Title: GROUND LEVEL PLAN
Scale: 1/8" = 1'-0"
Date: JANUARY 1981

Job Order No. 1500
Draw No. 01
A1



AS BUILT

NOTES:
 1. GARAGE DE AREA & CORNER
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 99. GARAGE DE AREA & CORNER
 100. GARAGE DE AREA & CORNER

- KEY
- Accurate Location System
 - General Location System
 - Area Entry/Exit
 - Garage Property Entry/Exit

KNIGHT

Architects
Planners

540 West Randolph Street
Chicago, IL 60606
312.242.2000

Reviewed: *[Signature]*
 Checked: *[Signature]*
 Drawn: *[Signature]*
 Project Number: **5106**

Chicago Transit Authority
 General Operations Division
 Engineering Department
 Bus Garage Replacement
 Kedzie/VanBuren

cta

Rev	Issued	Description	Date
1	01/24/01	ISSUED FOR BIDDING	01/24/01

Title: **GROUND LEVEL PLAN**
 EAST

Scale: **1" = 40'**
 Date: **JANUARY 2001**

Job Order No. 7400
 Draw No. 01 24
 Date

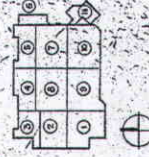
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CHICAGO TRANSIT AUTHORITY



BUS GARAGE FACILITY

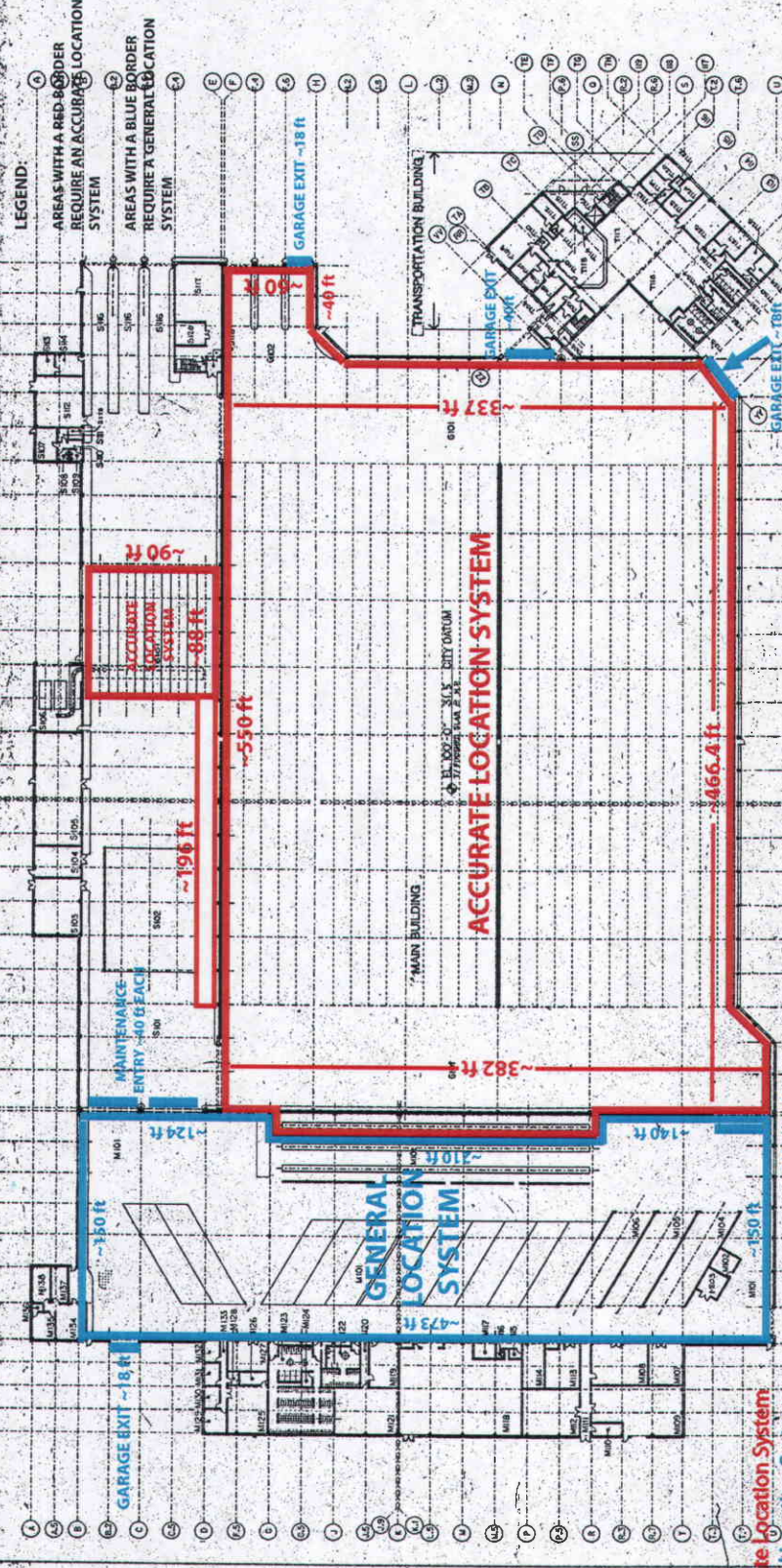
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ARCHITECT
HOLA ASSOCIATES
ENGINEER
PROSSER & ASSOCIATES, INC.
GENERAL CONTRACTOR



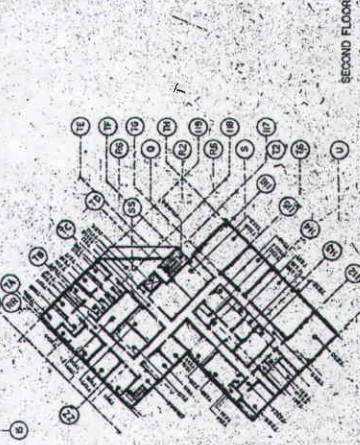
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100	MP/JAN	10/11/15

COMPREHENSIVE PLAN
Job No. 7730
Job Order No. 7444
C-1

CHICAGO AVE GARAGE



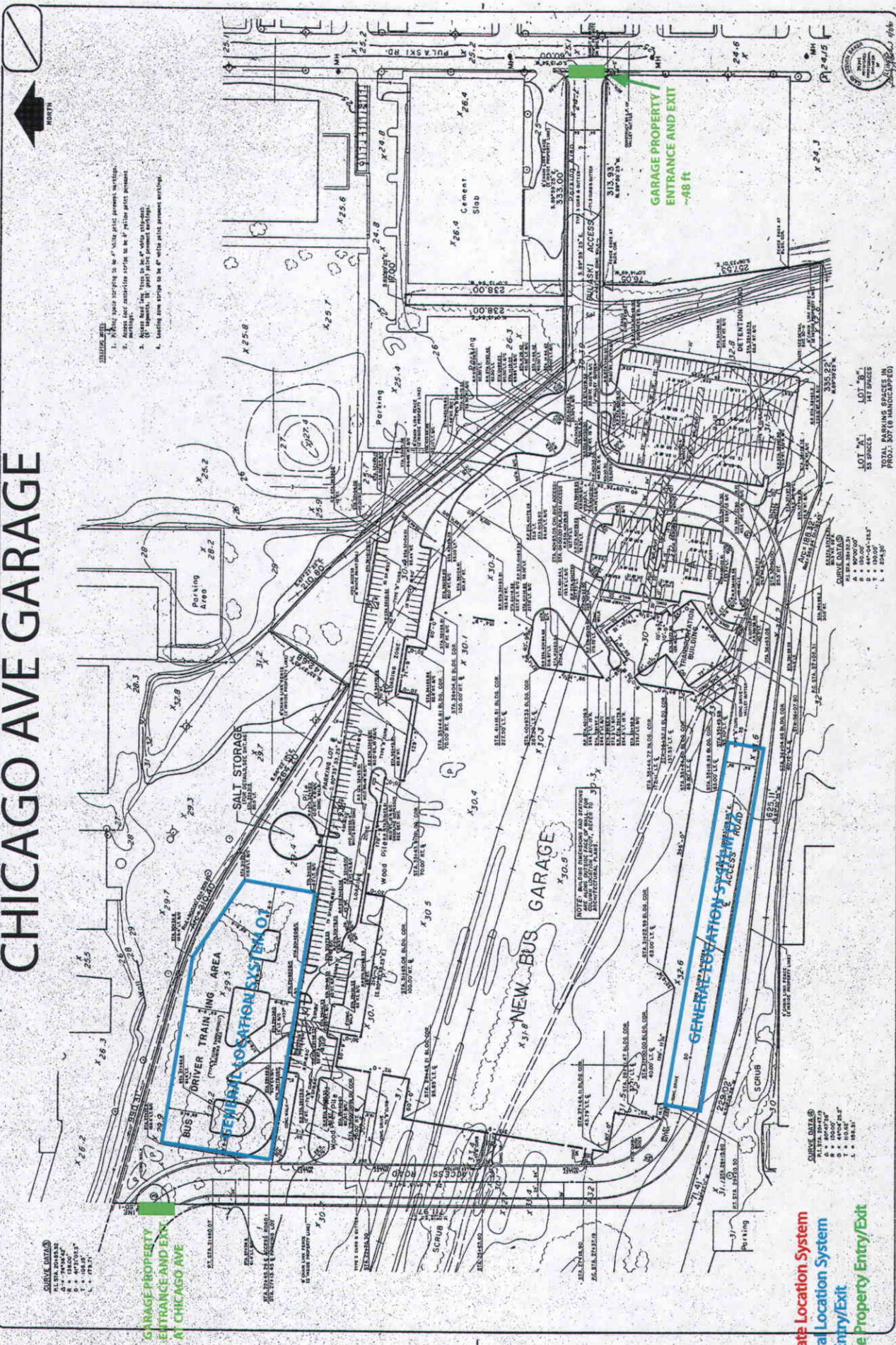
COMPREHENSIVE PLAN
FIRST FLOOR



M101	MAINTENANCE AREA	T201	CLERK	T301	CLERK	T401	CLERK
M102	MAINTENANCE ROOM	T202	CLERK	T302	CLERK	T402	CLERK
M103	MAINTENANCE ROOM	T203	CLERK	T303	CLERK	T403	CLERK
M104	MAINTENANCE ROOM	T204	CLERK	T304	CLERK	T404	CLERK
M105	MAINTENANCE ROOM	T205	CLERK	T305	CLERK	T405	CLERK
M106	MAINTENANCE ROOM	T206	CLERK	T306	CLERK	T406	CLERK
M107	MAINTENANCE ROOM	T207	CLERK	T307	CLERK	T407	CLERK
M108	MAINTENANCE ROOM	T208	CLERK	T308	CLERK	T408	CLERK
M109	MAINTENANCE ROOM	T209	CLERK	T309	CLERK	T409	CLERK
M110	MAINTENANCE ROOM	T210	CLERK	T310	CLERK	T410	CLERK
M111	MAINTENANCE ROOM	T211	CLERK	T311	CLERK	T411	CLERK
M112	MAINTENANCE ROOM	T212	CLERK	T312	CLERK	T412	CLERK
M113	MAINTENANCE ROOM	T213	CLERK	T313	CLERK	T413	CLERK
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M115	MAINTENANCE ROOM	T215	CLERK	T315	CLERK	T415	CLERK
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M117	MAINTENANCE ROOM	T217	CLERK	T317	CLERK	T417	CLERK
M118	MAINTENANCE ROOM	T218	CLERK	T318	CLERK	T418	CLERK
M119	MAINTENANCE ROOM	T219	CLERK	T319	CLERK	T419	CLERK
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M122	MAINTENANCE ROOM	T222	CLERK	T322	CLERK	T422	CLERK
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M124	MAINTENANCE ROOM	T224	CLERK	T324	CLERK	T424	CLERK
M125	MAINTENANCE ROOM	T225	CLERK	T325	CLERK	T425	CLERK
M126	MAINTENANCE ROOM	T226	CLERK	T326	CLERK	T426	CLERK
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M141	MAINTENANCE ROOM	T241	CLERK	T341	CLERK	T441	CLERK
M142	MAINTENANCE ROOM	T242	CLERK	T342	CLERK	T442	CLERK
M143	MAINTENANCE ROOM	T243	CLERK	T343	CLERK	T443	CLERK
M144	MAINTENANCE ROOM	T244	CLERK	T344	CLERK	T444	CLERK
M145	MAINTENANCE ROOM	T245	CLERK	T345	CLERK	T445	CLERK
M146	MAINTENANCE ROOM	T246	CLERK	T346	CLERK	T446	CLERK
M147	MAINTENANCE ROOM	T247	CLERK	T347	CLERK	T447	CLERK
M148	MAINTENANCE ROOM	T248	CLERK	T348	CLERK	T448	CLERK
M149	MAINTENANCE ROOM	T249	CLERK	T349	CLERK	T449	CLERK
M150	MAINTENANCE ROOM	T250	CLERK	T350	CLERK	T450	CLERK
M151	MAINTENANCE ROOM	T251	CLERK	T351	CLERK	T451	CLERK
M152	MAINTENANCE ROOM	T252	CLERK	T352	CLERK	T452	CLERK
M153	MAINTENANCE ROOM	T253	CLERK	T353	CLERK	T453	CLERK
M154	MAINTENANCE ROOM	T254	CLERK	T354	CLERK	T454	CLERK
M155	MAINTENANCE ROOM	T255	CLERK	T355	CLERK	T455	CLERK
M156	MAINTENANCE ROOM	T256	CLERK	T356	CLERK	T456	CLERK
M157	MAINTENANCE ROOM	T257	CLERK	T357	CLERK	T457	CLERK
M158	MAINTENANCE ROOM	T258	CLERK	T358	CLERK	T458	CLERK
M159	MAINTENANCE ROOM	T259	CLERK	T359	CLERK	T459	CLERK
M160	MAINTENANCE ROOM	T260	CLERK	T360	CLERK	T460	CLERK
M161	MAINTENANCE ROOM	T261	CLERK	T361	CLERK	T461	CLERK
M162	MAINTENANCE ROOM	T262	CLERK	T362	CLERK	T462	CLERK
M163	MAINTENANCE ROOM	T263	CLERK	T363	CLERK	T463	CLERK
M164	MAINTENANCE ROOM	T264	CLERK	T364	CLERK	T464	CLERK
M165	MAINTENANCE ROOM	T265	CLERK	T365	CLERK	T465	CLERK
M166	MAINTENANCE ROOM	T266	CLERK	T366	CLERK	T466	CLERK
M167	MAINTENANCE ROOM	T267	CLERK	T367	CLERK	T467	CLERK
M168	MAINTENANCE ROOM	T268	CLERK	T368	CLERK	T468	CLERK
M169	MAINTENANCE ROOM	T269	CLERK	T369	CLERK	T469	CLERK
M170	MAINTENANCE ROOM	T270	CLERK	T370	CLERK	T470	CLERK
M171	MAINTENANCE ROOM	T271	CLERK	T371	CLERK	T471	CLERK
M172	MAINTENANCE ROOM	T272	CLERK	T372	CLERK	T472	CLERK
M173	MAINTENANCE ROOM	T273	CLERK	T373	CLERK	T473	CLERK
M174	MAINTENANCE ROOM	T274	CLERK	T374	CLERK	T474	CLERK
M175	MAINTENANCE ROOM	T275	CLERK	T375	CLERK	T475	CLERK
M176	MAINTENANCE ROOM	T276	CLERK	T376	CLERK	T476	CLERK
M177	MAINTENANCE ROOM	T277	CLERK	T377	CLERK	T477	CLERK
M178	MAINTENANCE ROOM	T278	CLERK	T378	CLERK	T478	CLERK
M179	MAINTENANCE ROOM	T279	CLERK	T379	CLERK	T479	CLERK
M180	MAINTENANCE ROOM	T280	CLERK	T380	CLERK	T480	CLERK
M181	MAINTENANCE ROOM	T281	CLERK	T381	CLERK	T481	CLERK
M182	MAINTENANCE ROOM	T282	CLERK	T382	CLERK	T482	CLERK
M183	MAINTENANCE ROOM	T283	CLERK	T383	CLERK	T483	CLERK
M184	MAINTENANCE ROOM	T284	CLERK	T384	CLERK	T484	CLERK
M185	MAINTENANCE ROOM	T285	CLERK	T385	CLERK	T485	CLERK
M186	MAINTENANCE ROOM	T286	CLERK	T386	CLERK	T486	CLERK
M187	MAINTENANCE ROOM	T287	CLERK	T387	CLERK	T487	CLERK
M188	MAINTENANCE ROOM	T288	CLERK	T388	CLERK	T488	CLERK
M189	MAINTENANCE ROOM	T289	CLERK	T389	CLERK	T489	CLERK
M190	MAINTENANCE ROOM	T290	CLERK	T390	CLERK	T490	CLERK
M191	MAINTENANCE ROOM	T291	CLERK	T391	CLERK	T491	CLERK
M192	MAINTENANCE ROOM	T292	CLERK	T392	CLERK	T492	CLERK
M193	MAINTENANCE ROOM	T293	CLERK	T393	CLERK	T493	CLERK
M194	MAINTENANCE ROOM	T294	CLERK	T394	CLERK	T494	CLERK
M195	MAINTENANCE ROOM	T295	CLERK	T395	CLERK	T495	CLERK
M196	MAINTENANCE ROOM	T296	CLERK	T396	CLERK	T496	CLERK
M197	MAINTENANCE ROOM	T297	CLERK	T397	CLERK	T497	CLERK
M198	MAINTENANCE ROOM	T298	CLERK	T398	CLERK	T498	CLERK
M199	MAINTENANCE ROOM	T299	CLERK	T399	CLERK	T499	CLERK
M200	MAINTENANCE ROOM	T300	CLERK	T400	CLERK	T500	CLERK

KEY
— Accurate Location System
— General Location System
— Area Entry/Exit
— Garage Property Entry/Exit

CHICAGO AVE GARAGE



1. All new work to be in 4" white paint per project drawings.
2. All existing work to be in 4" white paint per project drawings.
3. All new work to be in 4" white paint per project drawings.
4. All existing work to be in 4" white paint per project drawings.

- KEY**
- Accurate Location System
 - General Location System
 - Area Entry/Exit
 - Garage Property Entry/Exit

By	GSB
Designed By	DKW
Drawn By	WBR
Checked By	DKW
Approved By	

BUS GARAGE FACILITY

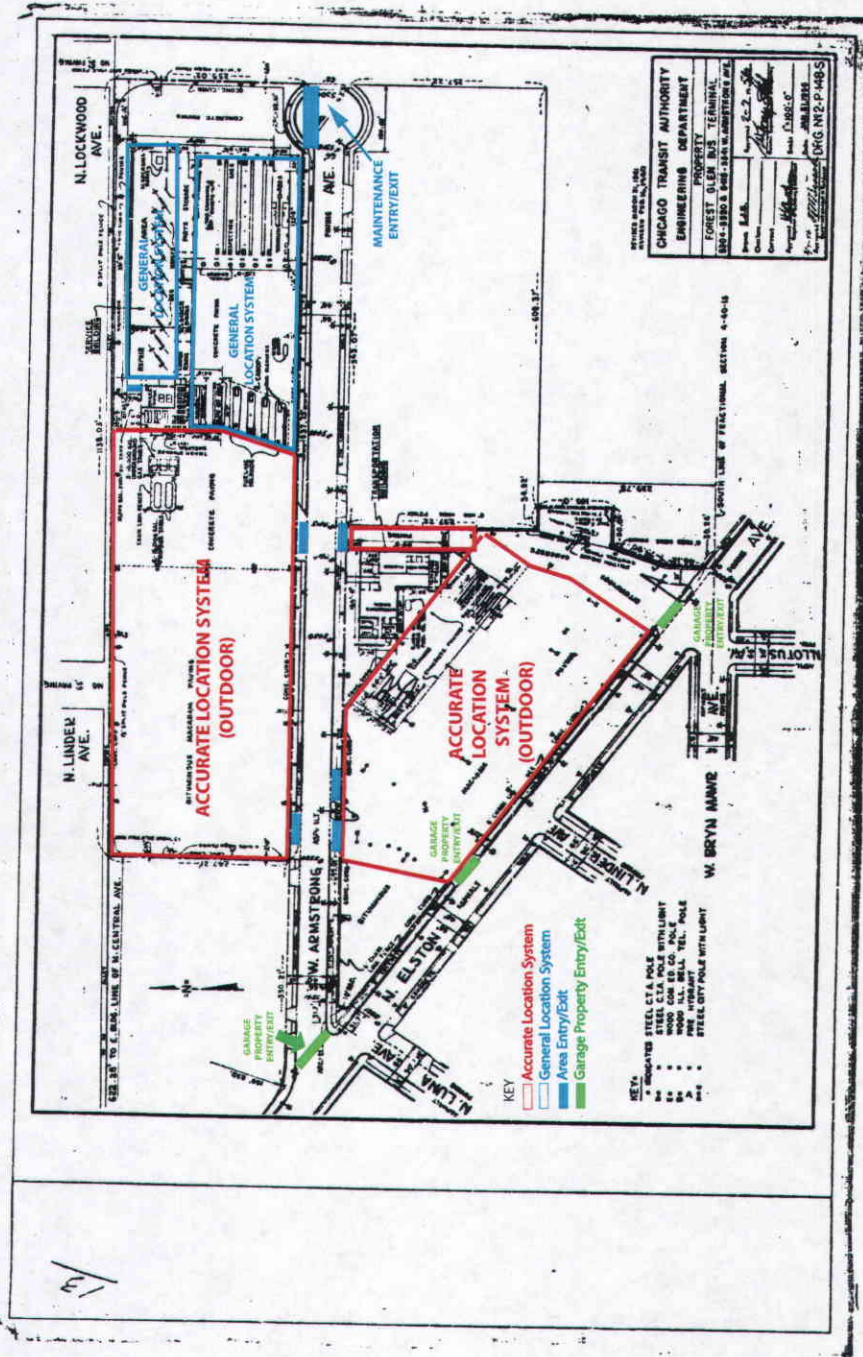


SITE PLAN

Sheet No. SD-2

Scale: 1" = 50' Date: 10/15/90 J.D. No. 7740

FOREST GLEN GARAGE



AVE-

W. BRYN AVE.

11

W. POSTER

N. ZOY

KEY

- Accurate Location System
■ General Location System
■ Area Entry/Exit
■ Garage Property Entry/Exit

**GARAGE PROPERTY
ENTRY AND EXIT**

**ACCURATE LOCATION SYSTEM
(OUTDOORS AROUND BUILDING NOT SHOWN)
TRANSIT AUTHORITY OWNED & LEASED PROPERTY**

CHICAGO TRANSIT AUTHORITY OWNED & LEASED PROPERTY

1

ft

826 ft

ⓑ

**GARAGE PROPERTY
ENTRY AND EXIT**

COVER LINE OF
NORTH BRIDGE

26 Their larvae feed on the bark and sap of trees on the north-west coast. The butterfly activity of Canada's most northerly of a few truly tropical migrant butterflies is limited to the eastern half of the north range. Canada's most northerly butterfly, the *Speyeria agestor*, has a range from 65°N to 68°N. The *Speyeria agestor* is the most northerly butterfly in the world, with a range from 65°N to 68°N.

THEY COMED PARTIAL BEHIND AT A POINT IN THE NORTH LANE OF WEST MILLER RD. 3/24/67. AFTER GETTING ON THE CENTER LANE OF THE CENTER LANE, ON THE
FURNACE STREET CHAMBER LANE, THERE WAS 12.5 INCHES
THENCE NORTH 25.7 FEET, THENCE EAST 17.5 FEET TO A LINE 210 FEET WEST
AND PARALLEL WITH THE CENTER LANE OF THE MAIN LANE CHAMBER LANE.
SOMEONE DISTRICT MANAGER CAULFIELD THENCE SUPERINTENDENT ON MAP LINE 10
THE PLACE OF INTEREST.

CHICAGO TRANSIT AUTHORITY DEPARTMENT OF ART AND STAMPS	OWNED & LEASED PROPERTY 14622 E. AVE. & W. FOSTER AVE.	On 1/1/55, by _____ 1/2 _____ Approved _____ Approved _____ Approved _____ Date of 1/1/55 _____ Date of 1/1/55 _____ Date of 1/1/55 _____
---	---	--

NORTH PARK GARAGE

281'-9" 321'-11"

60'-2"

MAINTENANCE
EXIT

EXISTING BULK
STORAGE BUILDING

GENERAL LOCATION SYSTEM

EXISTING MAINTENANCE SHOP

MAINTENANCE
ENTRANCES

GENERAL LOCATION SYSTEM

295'-0"± EXISTING CONCRETE WALKWAY TO BE REMOVED

112'-2"

LINE OF EXISTING
FENCE TO BE
REMOVED

RELOCATE EXISTING CONDUITS AND PROVIDE
NEW INSULATED HOLLOW METAL DOOR/FRAME
(PAINT)

PROVIDE NEW CONCRETE
STOOP AT DOOR (TYP.)

TYPICAL INSULATED HOLLOW
METAL DOOR/FRAME (PAINT)

MAINTENANCE
ENTRY/EXIT
~26 FT

NEW BUS CLEANING ADDITION

LINE OF EXISTING
CONCRETE WALKWAY
TO BE REMOVED

MAINTENANCE
ENTRY/EXIT
~26 FT

KEY

- Accurate Location System
- General Location System
- Area Entry/Exit
- Garage Property Entry/Exit

A1 NEW AND EXISTING FLOORPLAN
(FEET) 0 8 16 32 64

NORTH PARK GARAGE
EAST ADDITION
3112 W. FOSTER AVE.
CHICAGO, ILLINOIS 60625

cta
CHICAGO TRANSIT AUTHORITY
ENGINEERING DEPARTMENT

IN CHARGE P. TAYLOR
APPROVED BY C. CAMPOS
CHECKED BY C. STROM
DESIGNED BY C. DAO
DRAWN BY K. LASIKOWSKI, J. PEREZ
DATE 08/01/2010
FILE NAME

MARK	DATE	DESCRIPTION
15 OCT 07	PERMIT CORRECTION SET	
18 SEP 07	ISSUED FOR PERMIT	
	SHEET TITLE	

PLAN

A-100

Appendix A

Sample Agreement – Not for Execution (Informational)

MODEL CONTRACT – NOT FOR EXECUTION

**PROFESSIONAL SERVICES
CONTRACT DOCUMENT**

for the

CHICAGO TRANSIT AUTHORITY

CTA PROFESSIONAL SERVICES CONTRACT

PART A

Contract Number: C09FR100876468R
Contract \$ Value:

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

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

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

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

PART A, ARTICLE 1. RECITALS AND DEFINITIONS

1.1 Incorporation of Recitals.

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

1.2 Definitions.

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

PART A, ARTICLE 2. SCOPE OF SERVICES

2.1 Services and Deliverables.

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

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

A-1

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

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

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

2.2 Delivery Schedule.

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

2.3 Site.

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

2.4 Meetings.

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

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

2.5 Progress Reports. [DELETE IF NOT APPLICABLE]

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

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

2.6 Term.

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

performance on the date set forth in the Notice-to-Proceed and Consultant must complete its performance by the last day of the Term (the "Contract Time").

PART A, ARTICLE 3. FEES AND PAYMENT SCHEDULE

3.1 Consultant's Fee.

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

Fixed Price/Lump Sum.

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

3.2 Invoices.

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

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

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

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

3.3 Most Favored Customer.

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

3.4 Option to Withhold Payment of Fees.

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

PART A, ARTICLE 4. CONSULTANT PERSONNEL

4.1 Key Personnel.

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

4.2 Consultant's Manager.

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

4.3 Authority's Project Manager.

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

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

5.1 Disadvantaged Business Enterprise Commitment.

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

5.2 Insurance.

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

5.3 Other Special Conditions.

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

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

6.1 Documents Incorporated by Reference.

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

6.2 Order of Precedence.

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

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

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

PART A, ARTICLE 7. ENTIRE AGREEMENT AND EXECUTION

7.1 Entire Contract.

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

7.2 Authority to Execute Contract.

Execution of this Contract by the Consultant is authorized and signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Contract, including each and every representation and certification contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If the Consultant is a corporation, the president or vice-president must sign the Contract. In the event that the Contract is executed by someone other than the president or vice president, a certified copy of the section of the corporate by-laws or resolution of the corporation that permits the person to execute the Contract for the corporation must be furnished by Consultant prior to execution by the Authority.

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

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

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

7.3 Illinois Criminal Code Certification.

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

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

Contract No.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Contract in triplicate on the day and year first above written.

CONSULTANT

CHICAGO TRANSIT AUTHORITY

By: _____
(Signature)

By: _____
(Signature)

Name

Title

Vice President, Purchasing & Warehousing

Dated: _____

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

State of _____

County of _____

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

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

My Commission expires:

(Signature of Notary Public)

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

Assistant Secretary

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

Attorney

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FOR PROFESSIONAL SERVICES CONTRACT
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CTA PROFESSIONAL SERVICES CONTRACT

PART B

PART B, ARTICLE 1. ABBREVIATIONS AND DEFINITIONS

CFR. Code of Federal Regulations

DOT. Department of Transportation

EPA. Environmental Protection Agency

FTA. Federal Transit Administration

RFP. Request for Proposal

U.S. United States

USC. United States Code

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subcontract. A contract between Consultant and a Subconsultant.

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

PART B, ARTICLE 2. GENERAL

2.1 Contract Interpretation.

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

2.2 Severability.

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

2.3 No Waiver of Legal Right.

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

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

2.4 Counterparts.

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

2.5 Assigns.

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

2.6 Co-operation by Parties.

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

2.7 No Third Party Beneficiaries.

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

2.8 Independent Consultant.

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

2.9 Consents and Approvals.

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

2.10 Notices.

All notices under this Contract must be in writing, delivered personally, by U. S. mail, first class and registered or certified, return receipt requested, with postage prepaid or by overnight delivery service and addressed to the Consultant, as provided in PART A, Article 4.2 of the Contract, or to the Authority at the following address: Chicago Transit Authority, P.O. Box 7560, Chicago, Illinois 60680-7560, Attention: General Manager, Purchasing with a copy to: The Authority's Project Manager at the address set forth in PART A, Article 4.3.

Notices delivered by the U.S. mail will be deemed effective 3 days after mailing in accordance with this Section. Notices delivered personally or by overnight delivery services will be deemed effective upon delivery. The addresses stated herein may be revised without need for Change Order of this Contract, provided written notification is given in accordance with this provision.

PART B, ARTICLE 3. PROFESSIONAL STANDARDS AND CORRECTIONS

3.1 Standard of Performance.

The Consultant will perform the full Scope of Services required under the terms and conditions of this Contract with the degree of skill, care, and diligence normally exercised by professionals performing similar types of services in projects of a scope and magnitude comparable to Scope of Services described herein. The Consultant must at all times act in the best interest of the Authority, consistent with the professional and fiduciary obligations assumed by it in entering into this Contract. The Consultant must perform the full Scope of Services under this Contract in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Authority.

All Services to be performed or Deliverables to be prepared by the Consultant which require the exercise of professional skills or judgment, must be accomplished by professionals holding all training, education, certificates, and licenses required to practice in the applicable professional discipline(s) in the State of Illinois.

3.2 Errors and Omissions.

The Consultant will be responsible for the professional quality, technical accuracy, and coordination of all Scope of Services under this Contract. The Consultant will be liable for the Authority's costs resulting from errors or deficiencies in the Scope of Services furnished under this Contract. If at any point the

Authority determines that the Consultant is reasonably liable for any error or deficiency, the General Manager, Purchasing will notify the Consultant in writing of the liability. Within 30 days of said notification, the Consultant will remit the amount of the liability to the Authority or notify the Authority of its disagreement. Any disagreement must be resolved pursuant to PART B, Article 7.

3.3 Correction of Services.

The Consultant will promptly correct or re-perform all Scope of Services identified by the Authority as failing to conform to the Contract requirements at no additional expense to the Authority. If the Consultant fails or refuses to correct or re-execute the Scope of Services identified as failing to conform to Contract requirements, the Authority may correct or re-execute with similar Scope of Services and charge the Consultant for any cost to the Authority or make an equitable adjustment to the Contract Price.

Neither final payment nor any provision in the Contract will relieve the Consultant of responsibility for deficiencies in Scope of Services and, unless otherwise specified in the Contract, the Consultant must remedy any such deficiencies at no additional expense to the Authority. All questions arising under this Section 3.3 shall be decided by the General Manager, Purchasing subject to PART B, Article 7.

PART B, ARTICLE 4. PAYMENTS

4.1 Payment.

The Consultant must submit appropriate invoices to the Authority on forms furnished or approved by the Authority. The invoice will only be for Scope of Services completed during the invoice period including all Subconsultants' fees. Unless specified otherwise in PART C, Exhibit 2, Payment Schedule or PART C, Exhibit 7, Special Conditions, payment will be made net 30 days after approval of submitted invoice.

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

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

4.2 Criteria for Payment.

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

4.3 Prompt Payment to Subconsultants.

1. The Consultant is required to pay all Subconsultants, for all work that the Subconsultant has satisfactorily completed, no later than 5 working days after the Consultant has received payment from the Authority.
2. In addition, all retainage amounts, if any, must be paid by the Consultant to the Subconsultant no later than 14 working days after the Subconsultant has satisfactorily completed its portion of the Scope of Services whether or not the Authority has paid the Consultant for that portion of the Scope of Services.
3. A delay in or postponement of payment to the Subconsultant by Consultant requires good cause and prior written approval of the General Manager, Purchasing.
4. The Consultant is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. The Authority will not pay the Consultant for Services performed or Deliverables submitted unless and until the Consultant certifies that the Subconsultants have been promptly paid for the work or Services they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks, and the Consultant's sworn statement that it has complied with the prompt payment requirements.
6. Failure to comply with prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to Consultant debarment.

4.4 Overpayment.

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

4.5 Taxes.

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

4.6 Disputed Invoices or Charges.

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

4.7 Payment for Changes.

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

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

5.1 Right to Change Services.

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

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

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

5.2 Proposed Changes in Service.

The process for Changed Services is as follows. The Project Manager will request the Consultant to submit a proposal for Changed Services. The Consultant shall submit a proposal within fourteen (14) days after receipt of the Project Manager's request or such shorter time as the Project Manager may set forth in the request for Changed Services.

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

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

5.3 Proceed Orders and Change Orders.

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

5.4 Directive Order.

If the Authority orders Changed Services, and the Consultant and the Authority have not agreed on an adjustment to the Contract Price and/or Contract Time, the General Manager, Purchasing will issue a

Directive Order directing Consultant to perform the Changed Services. The General Manager, Purchasing, may determine an adjustment to Contract Price and/or Contract Time for the Changed Services. The decision of the General Manager, Purchasing, will be final and binding, subject only to PART B, Article 7, Disputes. The Consultant shall perform the Changed Services as directed in the Directive Order. The Consultant's refusal or failure to proceed promptly with the Changed Services as directed shall constitute an event of default.

5.5 Claims by Consultant.

1. All claims made by Consultant under this Contract shall be made in accordance with the requirements stated below. The Consultant shall provide immediate oral notification to the Project Manager upon discovering any conditions or circumstances that may require an adjustment to the Contract Price and/or Contract Time. Upon notification, the Project Manager will attempt to resolve the identified issue as promptly as possible. The Consultant shall deliver written notice of such Claim to the Project Manager and the General Manager, Purchasing within fourteen (14) days of oral notice. All additional correspondence from the Consultant concerning the Claim must be sent to both the Project Manager and the General Manager, Purchasing. The written notice shall include the following information:
 - a. Documents to substantiate Consultant's proposed cost for Changed Services. The Consultant's proposed cost for Changed Services must meet the limitations and requirements set forth in PART B, Section 5.1.
 - b. Accounting records and statements and any other applicable documentation to support the claimed costs.
 - c. Data and information used to assemble the Proposal, if Proposal preparation is relevant to the disputed issue.
 - d. Each Claim shall include a sworn certification signed by the Consultant. The Consultant must certify that it has fully reviewed the Claim and has determined that the supporting data is current, accurate, and complete and, to the best of the Consultant's knowledge and belief, the amount requested reflects the Contract adjustment for which the Consultant believes the Authority to be responsible under the terms of the Contract. In addition, the certification must include a statement that the signatory is authorized to certify the Claim on behalf of the Consultant and must be signed by the Consultant's president, vice-president, or other officer who is authorized to bind the Consultant.
2. The Project Manager or the General Manager, Purchasing will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the Project Manager or General Manager, Purchasing determines that additional documentation is required to evaluate the Claim, he or she will advise the Consultant of claimed costs for which insufficient documentation has been provided to support the claimed costs, and will state the time for providing additional documentation. If the Project Manager or General Manager, Purchasing requires additional time to evaluate the Claim, the Consultant will be advised in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The determination of the Claim will be sent to the Consultant in writing by the General Manager, Purchasing. If the determination of the Claim requires an adjustment to Contract Price or Contract Time, a Change Order must be issued in accordance with PART B, Section 5.3 before that change becomes effective.
3. If the Consultant accepts the Authority's determination of the Claim, then the Claim will be handled in accordance with PART B, Section 5.3. If the Consultant does not accept the decision with respect to the Claim, then the Consultant may submit a dispute to the General Manager, Purchasing in accordance with PART B, Article 7, within thirty (30) days after receipt of the response to the Claim unless the General Manager, Purchasing extends the time, in writing. By

failing to meet the time limits specified in this PART B, Section 5.5, the Consultant waives the right to seek an adjustment to Contract Price or Contract Time. The Consultant's compliance with this process is a condition precedent to filing suit.

4. The Consultant further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this PART B, Section 5.5, shall not be subject to or diminished by any claim on the part of the Consultant that the Authority or any person acting on behalf of the Authority, directed the Consultant to make changes in the Scope of Services or had actual or constructive knowledge of any changes in the Scope of Services. The Consultant further acknowledges that the time requirements and notice content requirements of this Section have the purpose, among others, of allowing the Project Manager and the General Manager, Purchasing, to evaluate claims related to changes in the Scope of Services contemporaneously with the Scope of Services that is the subject of the Claim and to be able to make decisions that may mitigate the cost of such changes.

PART B, ARTICLE 6. ACCESS AND RECORDS

6.1 Right of Entry.

1. Both the Consultant and the Authority will, upon reasonable notice, permit access to the other's facilities in connection with the performance under the Contract. Each party agrees to remove any of its representatives from the other's premises immediately upon request. Each party's representatives will, while on the premises of the other, comply with all of the other party's security and facility rules and regulations. Consent granted by the Authority to enter a facility will not create, nor be deemed to imply the creation of any additional responsibilities on the part of the Authority.
2. The Consultant will, while on the premises of the Authority, comply with all of the Authority's security, safety, and facility rules and regulations, including completing all required training. During any visit to the Authority's facilities, the Consultant will not interfere with the Authority's business operations.

6.2 Audit, Inspection, and Retention of Records.

The Consultant agrees to cooperate with the authorized representatives of the Authority including but not limited to, the Authority's Inspector General and auditors, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of Illinois, who may inspect and audit all data and records of the Consultant relating to the Consultant's performance and its Subcontracts under this Contract from date of this Contract through and until the expiration of 5 years after termination of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Consultant agrees to maintain the same until the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

The Consultant must maintain its books, records, documents, and other evidence, and adopt accounting procedures and practices sufficient to properly reflect all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of the Contract for 5 years after the final payment made in connection with this Contract. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

No provision in this Contract granting the Authority a right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents that the Authority would have had in the absence of such provisions.

6.3 Obligation to Comply with the Authority's Inspector General Ordinance.

The Consultant agrees to comply with all of the requirements of Authority Ordinance No. 99-173, as it may be amended from time to time, the provisions of which are incorporated into this Contract to the same force and effect as if set forth in full herein. As required by Ordinance No. 99-173, as amended, the Consultant agrees to cooperate fully and expeditiously with the Authority's Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and Subconsultants of the Consultant.

PART B, ARTICLE 7. DISPUTES

7.1 Disputes.

Any dispute concerning an adjustment to Contract Price or Contract Time or concerning other matters, which under the terms of the Contract are to be resolved pursuant to this Article 7, that is not resolved by the execution of a Change Order by both the Authority and the Consultant will be decided by the General Manager, Purchasing. In addition, Consultant may initiate the dispute process by sending a Notice of Dispute to the General Manager, Purchasing. The General Manager, Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Consultant. The decision of the General Manager, Purchasing will be final and binding on the Consultant unless, within 30 days after receipt of a copy of a decision, the Consultant sends by certified mail, return receipt requested, a written appeal to the Authority's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Consultant will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Consultant unless the Consultant files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Consultant does not commence such an action for judicial review within 60 days after the Consultant receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Consultant waives all right to seek judicial review. Nothing in this Section relieves the Consultant from diligently proceeding with performance of the Scope of Services under the Contract, as directed by the Authority.

PART B, ARTICLE 8. EVENTS OF DEFAULT AND TERMINATION

8.1 Termination for Cause and Notice of Default.

1. If the Consultant fails to perform any of its obligations under the Contract, the General Manager, Purchasing, may immediately terminate this Contract by issuing a notice of termination for cause to Consultant.
2. If the Consultant fails to perform any of its obligations under the Contract, the General Manager, Purchasing may also, at his or her sole discretion, notify the Consultant, in writing, that the Consultant is in default and provide the Consultant a cure period of up to 14 days. If the default cannot be cured within the cure period and the Consultant requests additional time to cure, the General Manager, Purchasing may extend the cure period in writing. If the Consultant fails to cure within the cure period (or if extended, the extended cure period), the General Manager, Purchasing may terminate the Contract by sending a notice of termination for default.
3. Termination of the Contract under this PART B, Section 8.1 will be effective upon the delivery of the written notice of termination. The General Manager, Purchasing's declaration and issuance of a notice of termination will be final.

8.2 Authority's Remedies upon Default.

Upon issuance of a notice of default to the Consultant, the Authority may invoke any or all of the following remedies, in addition to any other remedies available under the Contract, at law or in equity, or otherwise:

1. The right to stop payment to the Consultant.
2. The right to terminate the Contract.
3. The right to collect monetary damages, including but not limited to, all expert witness or other consultant fees, court costs, and reasonable attorney's fees that the Authority may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default.
4. The right to deem the Consultant non-responsible in future contracts to be awarded by the Authority.

8.3 Authority's Remedies upon Termination.

Upon termination of the Contract, the Authority may invoke any or all of the remedies set forth in PART B, Section 8.2 and the following remedies:

1. In the event of a termination for cause, the Authority may hire a new consultant to complete the Scope of Services and the Consultant will be liable for all additional costs and changes incurred by the Authority because of the termination, including the excess cost of completing the Scope of Services. If the costs of completing the Scope of Services and the amounts paid to the Consultant by the Authority as part of the Contract Price exceeds the Contract Price (the "Additional Costs"), the Consultant will be liable for the Additional Costs and will pay such sum to the Authority immediately upon demand. In the event of termination, all Additional Costs incurred by the Authority, together with the cost of completing the Scope of Services, will be deducted from any moneys due or which may become due to the Consultant.
2. The right to setoff against any payments due or to become due to the Consultant under any other contract that the Consultant may have with the Authority.

8.4 Nonexclusivity.

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

8.5 Court Determination.

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

8.6 Discretion of General Manager, Purchasing.

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

8.7 Termination for Convenience.

The Authority may terminate this Contract, in whole or in part, at any time by written notice to the Consultant when it is in the Authority's best interest. Upon delivery of written notice of termination, all

requested Scope of Services and any performance hereunder by the Consultant will cease to the extent specified in the notice of termination. In the event of termination in whole, the Consultant will submit a final invoice, within 30 days of such termination, reflecting the Scope of Services actually performed pursuant to this Contract. This final invoice will be to the satisfaction of the Authority and for items for which no previous invoice was submitted.

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

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

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

PART B, ARTICLE 9. INDEMNITY AND LIABILITY

9.1 Indemnity.

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

9.2 Limitation of Liability.

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

9.3 Joint and Several Liability.

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

PART B, ARTICLE 10. TIME

10.1 Time is of the Essence.

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

10.2 Time for Changes.

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

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

11.1 Ownership of Documents.

All documents and other media, data studies, designs, intellectual property and reports, including without limitation, the Deliverables, developed in the performance of this Contract or provided as instruments of the Scope of Services are agreed to be the sole property of the Authority. During the performance of the Scope of Services, the Consultant will be responsible for any loss or damage to the materials herein enumerated while they are in its possession, and any such item lost or damaged will be restored at the expense of the Consultant. At any time, upon demand by the Authority, the Consultant must furnish to Authority, at the Authority's expense, a complete set of all such materials prepared by the Consultant and its Subconsultants as of the date of such demand. In the event of the Consultant's failure to comply with the Authority's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and that the Authority will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

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

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

11.2 Confidential Information.

1. The Consultant, each Subconsultant, and its and their Board members, employees, officials, Subconsultants and agents ("Consultant Parties") will keep confidential all information furnished to it by the Authority or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of the Consultant.

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

PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT

12.1 No Assignment of Contract.

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

12.2 No Assignment of Contract Funds.

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

12.3 Subconsultants.

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

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

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

1. PART B, Section 2.1 "Contract Interpretation"
2. PART B, Section 3.1 "Standard of Performance"
3. PART B, Section 4.5 "Taxes"
4. PART B, Article 6 "Access and Records"
5. PART B, Article 8 "Events of Default and Termination" (in all subcontracts in excess of \$10,000)
6. PART B, Article 9 "Indemnity and Liability"
7. PART B, Article 11 "Ownership of Documents, Intellectual Property, Confidentiality"
8. PART B, Article 13 "Advertising and Publicity"
9. PART B, Section 15.3 "Civil Rights"
10. PART B, Section 15.4 "Illinois Human Rights Act"
11. PART B, Section 15.7 "Authority Ethics Ordinance"

12. PART B, Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
13. PART B, Section 15.9 "Foreign Trade Restrictions"
14. PART B, Section 15.10 "Conflict of Interest"
15. PART B, Section 15.12 "No Federal Obligation to Consultant or Others"
16. PART B, Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
17. PART B, Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
18. PART B, Section 15.15 "Environmental Requirements"
19. PART B, Section 15.16 "Fly America"
20. PART B, Section 16.1 "Governing Law"
21. PART B, Section 16.2 "Jurisdiction"
22. All other provisions required by Regulations to apply to Subconsultants.

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

PART B, ARTICLE 13. ADVERTISING AND PUBLICITY

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

PART B, ARTICLE 14. REPRESENTATIONS OF CONSULTANT

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

1. That it, each of its joint venture members if a joint venture, and its Subconsultants, are not in default at the time of the execution of this Contract, or deemed by the General Manager, Purchasing to have, within 3 years immediately preceding the date of this Contract, been found to be in default, in connection with any contract awarded by the Authority.
2. That this Contract is feasible of performance in accordance with all of its provisions and requirements and that the Consultant can and will perform, or cause to be performed, the Scope of Services in accordance with the provisions and requirements of this Contract.
3. That, except only for those representations, statements, or promises expressly contained in this Contract, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the Authority, its officials, Board members, agents, or employees, has induced the Consultant to enter into this Contract or has been relied upon by the Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the general conditions which may in any way affect the performance of this Contract; (iii) the compensation provisions of the Contract; or (iv) any other matters, whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with this Contract, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.
4. That, Consultant acknowledges that the Authority, in its selection of the Consultant to perform the Scope of Services hereunder, materially relied upon the Consultant's response(s) to the

Authority's solicitation which is attached hereto as part of PART C, Exhibit 6 to the Contract, and the Consultant's oral presentation(s), if any.

PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS

15.1 Consultant's Compliance with All Laws.

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

15.2 Permits and Licenses.

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

15.3 Civil Rights.

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

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

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

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

c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Consultant agrees that it will comply with the requirements of US

Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

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

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

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

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

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

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

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

g. The Consultant must include the provisions of the above Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the Federal Government contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

15.4 Illinois Human Rights Act.

During the term of this Contract, the Consultant must:

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

15.5 Disclosure of Ownership.

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

15.6 State Energy Conservation Plan.

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

15.7 Ethics Ordinance.

Consultant agrees to comply with the CTA Ethics Ordinance, CTA Ordinance No. 004-76, as amended from time to time, the provisions of which are hereby incorporated into this Contract. The Consultant agrees that, as provided by Section 5.3 of the CTA Ethics Ordinance, any contract negotiated, entered into, or performed in violation of any of the provisions of the Ethics Ordinance shall be voidable as to the Authority at the election of the Authority.

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

1. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq.* and United States Department of Transportation

regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Scope of Services. Upon execution of this Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

2. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority or to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Authority of 49 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) on the Consultant to the extent the Federal Government deems appropriate.
3. The Consultant agrees to include the above 2 clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses must not be modified, except to identify the Subconsultant that will be subject to the provisions.

15.9 Foreign Trade Restrictions.

The Consultant, and each Subconsultant certifies that it:

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when making the Contract award. If it is later determined that the Consultant or any Subconsultant of any tier knowingly

rendered an erroneous certification, the FTA may direct, through the Authority, cancellation of the Contract or Subcontract for default at no cost to the Federal Government or the Authority.

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

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

15.10 Conflict of Interest.

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

15.11 No Exclusionary or Discriminatory Specifications.

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

15.12 No Federal Government Obligation to Consultant or Others.

1. The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the award of this Contract, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the Consultant, or any other person (whether or not a party to this Contract) in connection with this Contract or pertaining to any matter resulting from this Contract or the Scope of Services.
2. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause must not be modified, except to identify the Subconsultant who will be subject to its provisions.

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

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

15.14 Incorporation of Federal Transit Administration (FTA) Terms.

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

15.15 Environmental Requirements.

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

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

15.16 Fly America.

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

PART B, ARTICLE 16. GOVERNING LAW AND JURISDICTION

16.1 Governing Law.

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

16.2 Jurisdiction.

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

as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant

PART C: INDEX OF EXHIBITS

EXHIBIT 1. SCOPE OF SERVICES

- 1.1 Services
- 1.2 Deliverables
- 1.3 Project Schedule/Contract Time

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

EXHIBIT 4. CONSULTANT'S BEST AND FINAL OFFER

EXHIBIT 5. THE AUTHORITY'S RFP DOCUMENT

EXHIBIT 6. CONSULTANT'S TECHNICAL AND PRICE PROPOSALS (including completed certifications)

EXHIBIT 7. SPECIAL CONDITIONS

- CONSULTANT'S COMPLETED DBE PROPOSAL (including DBE certification)
- [LIST ADDITIONAL SPECIAL CONDITIONS PREPARED BY AUTHORITY, IF ANY]

EXHIBIT 8. INSURANCE REQUIREMENTS

[ATTACHED] OR [NONE REQUIRED]

EXHIBIT 9. SUPPLEMENTAL MATERIAL

[ATTACHED] OR [NONE REQUIRED]

Appendix B

Special Conditions Disadvantaged Business Enterprise (DBE) Commitment

(Submit Under Separate Cover - Section V, Part II)

SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
REQUEST FOR PROPOSALS AND LETTERS OF
INTERESTS AND QUALIFICATIONS
C09FR100876468R

I. POLICY AND TERMS

- A. It is the policy of the Chicago Transit Authority that Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.
- B. The Authority has established the following DBE participation goal for this project:
- Disadvantaged Business Enterprise Goal: 30%**
- C. **The submitted LIQ proposal is to include a written commitment that the proposer will comply with the DBE goal.**
- D. The DBE participation goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE participation goal is based on the proposer's operating expenses and not on the total anticipated revenue to be generated by the contract. The proposer may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below. **Evidence of good faith efforts must be submitted with the proposal.**
- E. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications and change orders. The bidder agrees to make its best effort to include DBE participation in any contract modification work.
- F. The goal may be met, as further explained in Section IV hereof, by the bidder's status as a DBE, by a joint venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section V hereof.
- G. A bidder who fails to meet the DBE goal and fails to demonstrate sufficient and reasonable good faith efforts shall not be eligible to be awarded the contract. All documentation of good faith efforts by a bidder **must** be included in the envelope or package containing the bid.
- H. The Authority prohibits agreements between a bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other Proposers.

II. DEFINITIONS

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

NOTICE: The Authority does not make any representations concerning the ability of any DBE to perform work within its Area of Specialty. It is the responsibility of the bidder to determine the

capability and capacity of the DBE firms to satisfactorily perform the work proposed.

- B.** **“Bidder”** includes proposers and contractors. The terms “Bidder,” “Contractor” and “Proposer” may be used interchangeably in these Special Conditions.
- C.** **“Disadvantaged Business Enterprise” or “DBE”** means a small business certified by the Illinois Universal Certification Program (IL UCP) (and prior to implementation of the IL UCP, by the Authority) as a business owned and controlled by socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR, Part 26.
- D.** **“Directory”** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the “IL UCP DBE Directory” (and by the Authority prior to implementation of the IL UCP and entitled the “Chicago Transit Authority DBE Directory”) The directory will be available on the Authority’s web site. Proposers are responsible for verifying the current certification status of all proposed DBE’s.
- E.** **“Good Faith Efforts”** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- F.** **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Proposers may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.
- In order to qualify for credit as a DBE, the DBE must be responsible for a distinct, clearly defined portion of the work and the DBE must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- G.** **“LIQ”** means a Letter of Interest and Qualification.
- H.** **“Proposal”** includes the following Authority purchasing requests: Request for Proposal (RFP).
- I.** **“Purchasing Agent”** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- J.** **“Small Business Concern”** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$16.6 million over the three (3) previous fiscal years.
- K.** **“Socially and Economically Disadvantaged Individuals”** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
1. **“Black Americans”**, which includes persons having origins in any of the Black racial groups of Africa;
 2. **“Hispanic Americans”**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 3. **“Native Americans”**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

4. **“Asian-Pacific Americans”**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
5. **“Subcontinent Asian Americans”**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
6. **Women.**
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

M. “USDOT” or “DOT” refers to the U.S. Department of Transportation.

III. JOINT VENTURES

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

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

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

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

The bidder may count toward its DBE goal only expenditures to firms which are currently certified by the IL UCP (or with the Authority prior to the implementation of the IL UCP) and which perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a distinct element of the work and carries out its responsibilities by actually performing, managing and supervising the work involved.

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

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

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

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

V. **GOOD FAITH EFFORTS**

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

Good Faith Efforts require that the bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the Contractor's efforts to meet the contract DBE participation goal.

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

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

VI. GOOD FAITH EFFORTS RECONSIDERATION

If it is determined that the apparent successful low Proposers have failed to meet the requirements of the contract goal/good faith efforts, the Authority will provide them with **ONE** opportunity for administrative reconsideration, before the Authority awards the contract. This reconsideration will include the following:

- A. The bidder will be permitted to either provide written evidence or to present oral argument at a pre-scheduled time that the documentation it submitted with its bid met the DBE goal and/or showed good faith efforts to do so. **No new evidence of good faith efforts may be presented after the bid submission deadline.**
- B. The Authority's Reconsideration Officer will review the evidence presented by the bidder and issue a written determination that the bidder has: 1) met the DBE goal; 2) not met the DBE goal but has made adequate good faith efforts to do so; or 3) has not met the DBE goal and the good faith efforts made were not adequate.
- C. The decision of the Authority's Reconsideration Officer is final and may not be appealed to the Authority, its funding agencies or the USDOT.

- D. The Authority will not award a contract to any bidder who does not meet the contract DBE participation goal or show good faith efforts to meet that goal. Thus, it is essential that all Proposers submit ALL relevant documentation concerning the DBE goal and/or good faith efforts in the envelope or package containing their sealed bid.

VII. PROCEDURE TO DETERMINE BID COMPLIANCE

The bidder must complete and sign Schedules C and D to the Contract documents. Schedule C must also be signed by any DBE subcontractor. Both Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed bid. In addition, any documentation evidencing the bidder's good faith efforts to meet the contract DBE goal must be submitted with the bid. Any Proposals submitted without completed and executed Schedules C & D and/or evidence of good faith efforts, if applicable, will be deemed non-responsive and will be rejected by the Authority.

A. Letters of Certification

1. A copy of each proposed DBE firm's current Letter of Certification or Re-certification from the IL UCP (or from the Authority prior to the implementation of the IL UCP) must be submitted with the bid. **ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-CERTIFICATIONS as set forth in 49 CFR Part 26.55. This means that the DBE's certification must be issued by the IL UCP before the due date for Proposals.**
2. All Letters of Certification or Re-certification issued by the IL UCP (or the Authority prior to implementation of the IL UCP) include a statement of the DBE firm's area of specialization and appropriate DBE goal credit (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work set forth on Schedule C must conform to its stated area of specialization. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE firm must request an expansion of its area of specialization from the Authority in writing plus any other documentation required by the Authority to process said request prior to the time set by the Authority for bid opening. Further, the DBE's request must be agreed to by the General Manager, DBE Program, and the DBE firm must be certified prior to **DUE DATE OF PROPOSALS**.

B. Joint Ventures

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

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The bidder shall, within five (5) business days of contract award, or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in the bid. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the bidder and its subcontractors must contain a prompt payment clause as set forth in Section IX herein.

- B. During the term of annual contracts, the bidder shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the Authority. The frequency with which these reports are to be submitted will be determined by the General Manager, DBE Program, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the General Manager, DBE Program, the bidder's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the Authority, indicating final DBE payments shall be submitted directly to the General Manager, DBE Program. The information must be submitted prior to or at the same time as the bidder's final invoice to the Authority user department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the Authority's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the General Manager, DBE Program.) **Failure to follow these directions may delay final payment.**
- D. The address for the General Manager, DBE Program, is: CTA General Manager, DBE/EEO Programs/Contract Compliance Department, Merchandise Mart Plaza, P.O. Box 3555, Chicago, IL 60654

IX. PROMPT PAYMENT TO SUBCONTRACTORS

- A. Prime Contractors are required to pay all subcontractors, both DBE and non-DBE, for all work, which the subcontractor has satisfactorily completed, no later than seven (7) calendar days after the prime contractor received payment from the Authority.
- B. Prime Contractors must submit a prompt payment affidavit, (form to be provided by the Authority) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the Authority, except for the first payment request, on every contract with the Authority.
- C. In addition, all retainage amounts must be returned by the prime Contractor to the subcontractor not later than fourteen (14) calendar days after the subcontractor has satisfactorily completed its portion of the contract work, including punch list items.
- D. A delay in or postponement of payment to the subcontractor requires good cause and prior written approval of the Purchasing Agent.
- E. All prime Contractors are required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- F. The Authority will not reimburse prime Contractors for work performed unless and until the prime Contractor ensures that the subcontractors are promptly paid for the work they have performed to date as evidenced by the filing with the Authority's of lien waivers and canceled checks.
- G. The Authority will consider failure to comply with these prompt payment requirements a contract violation, which may lead to any remedies permitted under law, including but not limited to, contract debarment.

X. DBE SUBSTITUTIONS

- A. Arbitrary changes by the bidder of the commitments previously indicated in **Schedule D** are prohibited. No

changes may be made to the DBE firms listed on Schedule D after the opening of Proposals but prior to contract award. However, in the event the Purchasing Agent, after consulting with the DBE Department, determines that a critical DBE subcontractor is non-responsible, the Authority may require that bidder replace the non-responsible DBE subcontractor prior to contract award. In that event, bidder must replace the non-responsible DBE subcontractor with a responsible, certified DBE subcontractor or show adequate good faith efforts as set forth Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the General Manager, DBE Program for such substitution.

- B.** Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C.** It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:
1. The Contractor must immediately notify the General Manager, DBE Program, in writing, of the proposed substitution of subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).
 4. If the subcontractor to be substituted for the DBE is not a DBE, the Contractor must show adequate good faith efforts as set forth in Section V hereof.
 5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute subcontractor and the dollar value and scope of work of the proposed subcontract. If the new subcontractor is a DBE, all DBE affidavits and documents required by **Schedule C** shall be attached.
 6. The Authority will evaluate the submitted documentation and respond within fifteen (15) business days to the request for approval of a substitution. The Authority's response may approve the request, seek more information, request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in the Authority's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Authority will respond as soon as practicable.
 7. Actual substitution by the Contractor may not be made prior to the Authority's approval. Once notified of the Authority's approval, the substitute subcontract must be executed within five (5) business days, and a copy submitted to the General Manager, DBE Program.
- C.** The Authority will not approve extra payment for escalated costs incurred by the Contractor when a substitution

of subcontractors becomes necessary in order to comply with the DBE requirements of the contract.

XI. NON-COMPLIANCE

- A.** Failure to comply with the DBE requirements of the contract or failure to use DBEs as stated in the bid constitutes a material breach of contract. The General Manager, DBE Program, shall have the discretion to recommend to the Authority's Purchasing Agent that the Purchasing Agent apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; and debarring or suspending the Contractor from entering into future contracts with the Authority.
- B.** The failure by the Contractor to use a DBE subcontractor to the extent the Contractor committed to use said DBE, gives the underutilized DBE specific contract remedies, including the right to damages, the right to resolve the dispute by binding arbitration before an independent arbitrator and the right to recover its reasonable expenses, including attorneys' fees, if the DBE is the prevailing party, as follows:
1. Damages. In the event the Contractor has not complied with the contractual DBE percentage and the change to the contractual DBE usage has not been approved by the Authority, an affected DBE may recover from the Contractor damages suffered by said DBE as a result of being underutilized. This provision is intended for the benefit of any DBE affected by underutilization and grants such entity third party beneficiary rights. Any rights conferred by this provision are non-waivable and take precedence over any conflicting provisions in the agreement between the Contractor and the DBE.
 2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.
 3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.
 4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- C.** If the Contractor does not pay any subcontractor listed on a pay request or return a subcontractor's retainage within the time limits required under the prompt payment provision set forth in Section VIII hereof, the Contractor must pay the subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the subcontractor. All agreements between the Contractor and its subcontractors must provide for interest as set forth herein.

XII. RECORD KEEPING

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

records shall be granted to the Authority and its Inspector General, its Federal and/or State funding agencies, the U.S. Department of Justice, the USDOT and any duly authorized representatives thereof. In addition, the Contractor shall, at all times, cooperate with the Authority's Inspector General.

The bidder must also create a Proposers list, consisting of information about all subcontractors that submitted a bid or quote. The Proposers list will include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. Failure to submit this information will result in the firm being deemed non-responsible for the contract.

XIII. MINORITY FINANCIAL INSTITUTIONS

The bidder is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of bidder's willingness to do business with DBEs. Information about such institutions is available in the Authority's DBE Program Directory, which is available on-line at www.transitchicago.com and a hard copy is available at the Authority's DBE Program Office, Merchandise Mart Plaza, Room 790, Chicago, IL 60654.

DBE Technical Assistance Agencies

The following agencies are available to the perspective proposers for assistance.

Alliance of Business Leaders & Entrepreneurs (ABLE) 150 North Michigan Avenue, Suite 2800 Chicago, IL 60601 Contact: Donna Gaines, Executive Director Phone: (312) 624-7733 Fax: (312) 275-7841 Email: dgaines@ablechicago.com Website: www.ablechicago.com	Association of Asian Construction Enterprises (AACE) 5500 West Touhy Avenue, Unit K Skokie, IL 60077 Contact: Perry A. Nakachi, President Phone: (847) 673-7377 Fax: (847) 673-2358 Email: nakmancorp@aol.com Website: N/A
Black Contractor United (BCU) 400 West 76th Street, Suite 200 Chicago, IL 60620 Contact: Florence Cox, Executive Director Phone: (773) 483-4000 Fax: (773) 483-4150 Email: bcunewera@ameritech.net Website: www.blackcontractorsunited.com	Chatham Business Association (CBA) 8441 South Cottage Grove Avenue Chicago, IL 60619 Contact: Melinda Kelly, Executive Director Phone: (773) 994-5006 Fax: (773) 994-9871 Email: melkelcba@sbcglobal.net Website: www.cbaworks.org
Chicago Area Gay & Lesbian Chamber of Commerce (GLCC) 3656 North Halsted Chicago, IL 60613 Contact: Christina Pinson, Executive Director Phone: (773) 303-0167 Fax: (773) 303-0168 Email: cpinson@glchamber.org Website: www.glchamber.org	Chicago Minority Business Development Council, Inc. (CMBDC) 1 East Wacker Drive, Suite 1200 Chicago, IL 60601 Contact: Shelia Hill, President Contact: Phillip Barreda, VP Phone: (312) 755-8880 Fax: (312) 755-8890 Email: shill@cmbdc.org Email: pbarreda@cmbdc.org Website: www.cmbdc.org
Chicago Urban League (CUL) 4510 South Michigan Avenue Chicago, IL 60653 Contact: Herman Brewer Phone: (773) 285-5800 Fax: (773) 285-7772 Email: hbrewer@thechicagourbanleague.org Website: www.thechicagourbanleague.org	Chicagoland Chamber of Commerce (CCC) Aon Center, 200 East Randolph Street, Suite 2200 Chicago, IL 60601 Contact: Gerald "Jerry" Roper, President & CEO Contact: Michael "Mike" Mini Phone: (312) 494-6710 / (312) 494-6787 Fax: (312) 861-0660 Email: jroper@chicagolandchamber.org Email: mmini@chicagolandchamber.org Website: www.chicagolandchamber.org

DBE Technical Assistance Agencies (Continued)

Cosmopolitan Chamber of Commerce (COSMO) 203 North Wabash Street, Suite 518 Chicago, IL 60661 Contact: Carnice Carey, Executive Director Contact: Miriam Cleary, Program Assistant Phone: (312) 499-0611 Fax: (312) 701-0095 Email: ccarey@cosmococ.org Email: mcleary@cosmococ.org Website: www.cosmococ.org	Federation of Women Contractors (FWC) 5650 South Archer Avenue Chicago, IL 60638 Contact: Beth Doria, Executive Director Phone: (312) 360-1122 Fax: (312) 360-0239 Email: www.fwcchicago@aol.com Website: www.fwcchicago.com
Hispanic-American Construction Industry Association (HACIA) 901 West Jackson Blvd., Suite 205 Chicago, IL 60607 Contact: Paul Cerpa, Executive Director Contact: Jackie Gomez, Program Director Phone: (312) 666-5910 / ext. 22 Fax: (312) 666-5692 Email: pcerpa@haciaworks.org Email: jgomez@haciaworks.org Website: www.haciaworks.org	Illinois Hispanic Chamber of Commerce (IHCC) 111 West Washington Blvd., Suite 1600 Chicago, IL 60602 Contact: Omar Duque, President & CEO Contact: Silvia Bonilla, Director Phone: (312) 425-9500 / (312) 492-9960 Fax: (312) 425-9510 Email: oduque@ihccbbusiness.net Email: sbonilla@ihccbbusiness.net Website: www.ihccbbusiness.net
Illinois SBDC at Chicago Community Ventures (CCV) 105 West Adams, Suite 2300 (Entrance on Clark St.) Chicago, IL 60603 Contact: Anita Collins, Co-President Contact: Tom Cassell, Director Phone: (312) 960-0322 Fax: (312) 960-0310 Email: ahollins@chiventures.org Email: tcassell@chiventures.org / sbdc@chiventures.org Website: www.chiventures.org	Illinois SBDC at Greater Northwest Chicago Development Corp. (GNCDC) 6600 West Armitage Avenue – 2nd Floor Chicago, IL 60707-3908 Contact: Reid Mackin, Director Phone: (773) 637-2416 ext. 230 / (773) 637-2768 Fax: (773) 637-2698 Email: sbdc@gncdc.org Website: www.gncdc.org
Illinois SBDC at Industrial Council of Near west Chicago (ICNC) 2010 West Fulton Street, Suite 280 Chicago, IL 60612 Contact: Andrew Fogaty, Director Contact: Denise Ching, Manager Phone: (312) 433-2373 / (312) 421-3941 Fax: (312) 421-1871 Email: sbdc@industrialcouncil.com Website: www.industrialcouncil.com	Illinois SBDC, PTAC, ITC and NOC at North Business & Industrial Council (NORBIC) 5353 West Armstrong Avenue – 2nd Floor Chicago, IL 60646-6509 Contact: Pam McDonough, CEO & President Contact: Jack McInerney, Director Phone: (773) 594-9292 Fax: (773) 594-9416 Email: jmcinerney@norbic.org Website: www.norbic.org

DBE Technical Assistance Agencies (Continued)

Illinois SBDC at University of Illinois at Chicago (UIC) College of Business Administration (MC 090) 815 West Van Buren, Suite 320 Chicago, IL 60607 Contact: Joseph A. DeLaGarza, Director Contact: Victoria Gheorghe, Assistant Director Phone: (312) 413-8139 / (312) 413-8130 Fax: (312) 355-3604 Email: delagarza@uic.edu / sbdc@uic.edu Email: gheorghe@uic.edu Website: www.cub.cba.uic.edu	Philippine American Chamber of Commerce of Greater Chicago (PACCGC) 3413 North Milwaukee Avenue Chicago, IL 60641 Contact: James V. Villar Phone: (773) 545-4330 Fax: (773) 545-4373 Email: james@paccgc.org Website: www.paccgc.org
The Illinois Black Chamber of Commerce (BCC) 331 Fulton Street, Suite 530 Peoria, IL 61602 Contact: Larry D. Ivory, President Phone: (309) 740-4430 Contact: Michael "Mike" George, VP Phone: (309) 672-1365 / (309) 363-1020 - cell Fax: (309) 672-1379 Email: larryivory@illinoisblackchamber.org Email: ilbcc2@gmail.com Website: www.ilbcc.org	The Resurrection Project 1818 South Paulina Avenue Chicago, IL 60608 Contact: Raul Raymundo, CEO Contact: Patricia DeAnda, Program Manager Phone: (312) 666-1323 ext. 207 / ext. 212 Fax: (312) 942-1123 Email: rarmundo@resurrectionproject.org Email: pdeanda@resurrectionproject.org Website: www.resurrectionproject.org
Uptown Center Hull House Jane Addams Hull House Association 4520 North Beacon Street Chicago, IL 60640 Contact: Curt Roeschely, Director of SBD Phone: (773) 561-3500 ext. 215 Fax: (773) 561-3507 Email: croeschley@hullhouse.org Website: www.hullhouse.org	Women Construction Owner & Executive (WCOE) Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Contact: Mary Kay Minaghan Phone: (708) 366-1250 Fax: (708) 366-5418 Email: mkm@mkmservices.com Website: www.wcoeusa.org
Women's Business Development Center (WBDC) 8 South Michigan Avenue, 4th Floor Chicago, IL 60603 Contact: Hedy M. Ratner, Executive Director Contact: Deon Crayton, Program Director Phone: (312) 853-3477 Fax: (312) 853-0145 Email: hkratner@wbdc.org Email: dcrayton@wbdc.org Website: www.wbdc.org	

DBE Technical Assistance Agencies (Continued)

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

Chicago Transit Authority Project Information c/o Marina Popovic Purchasing Department 567 W. Lake Street P.O. Box 7560 Chicago, IL 60680-7560 Phone: (312) 681-2400 Fax: (312) 681-2405 E-mail: mpopovic@transitchicago.com	Chicago Transit Authority DBE Directory c/o Mayra Garcia Guzman Diversity & Small Business Compliance Programs Dept. 567 W. Lake Street P.O. Box 7562 Chicago, IL 60680-7562 Phone: (312) 681-2600 Fax: (312) 681-2605 E-mail: mgguzman@transitchicago.com
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NAME OF PRIME BIDDER

PROPOSERS LIST

BID NO. _____ DATE: _____

JOB ORDER NO. _____ BID DUE DATE: _____

BUS. PHONE NO. _____ ADDRESS: _____

CITY: _____ STATE: _____

CONTACT PERSON: _____

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

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

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED. ADDITIONAL SHEETS MAY BE ATTACHED.

I. Name of joint venture: _____

Address of joint venture: _____

Phone number of joint venture: _____

II. Identify each non-DBE venturer(s):

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning DBE compliance: _____

III. Identify each DBE venturer(s):

Name of Firm: _____

Address: _____

Phone: _____

Contact person for matters concerning DBE compliance: _____

IV. Describe the role(s) of the DBE venturer(s) in the joint venture:

V. Attach a copy of the joint venture agreement. In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VI. Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer. (Prior to implementation of the IL UCP, attach the Letter of Certification from the Authority for each DBE joint venturer.)

VII. Ownership of the Joint Venture:

A. What is the percentage(s) of DBE ownership in the joint venture?

DBE ownership percentage(s): _____

Non-DBE ownership percentage(s): _____

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

1. Sharing of profit and loss: _____

2. Capital contributions:
(a) Dollar amounts of initial contribution: _____

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

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

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

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

- A. Joint venture check signing:

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

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

- D. Acquisition of lines of credit:

- E. Acquisition and indemnification of payment and performance bonds:

- F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____

2. Major purchases: _____

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

3. Estimating: _____

4. Engineering: _____

IX. Financial Controls of Joint Venture:

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

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

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

X. State the approximate number of personnel needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the majority firm, DBE firm, or the joint venture.

Trade (List by trade)	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)
----------------------------------	----------------------------------	-------------------------	-----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____

Professional	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)
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_____	_____	_____	_____
_____	_____	_____	_____

Administrative/Clerical	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)

Employed by non-DBE (number): _____ Employed by DBE: _____

[illegible]

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

The undersigned affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the Authority current, complete and accurate information regarding actual joint venture work and the payment therefor, and any proposed changes to any provision of the joint venture, or to each joint venturer relevant to the joint venture or any other information requested by authorized representatives of the Authority, its Inspector General, or any of its funding agencies.

Any material misrepresentation will be grounds for terminating any contract, which may be awarded and for initiating action under federal or state laws concerning false statements.

NOTE: *If, after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the Chicago Transit Authority directly in writing, or through the prime contractor in writing if the joint venture is a subcontractor.*

Name of Joint Venturer #1

Signature of Affiant

Name and Title of Affiant (Type or Print)

Date

On this _____ day of _____, 20____, the above-signed
Officer of _____
(Name of Affiant)

personally and, known to me as the person described in the foregoing Affidavit, acknowledged that he or she executed the same in the capacity therein stated and for the purpose therein contained.

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

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

Name of Joint Venturer #2

Signature of Affiant

Name and Title of Affiant (Type or Print)

Date

On this _____ day of _____, 20____, the above-
signed Officer of _____
(Name of Affiant)

personally and, known to me as the person described in the foregoing Affidavit, acknowledged
that he or she executed the same in the capacity therein stated and for the purpose therein
contained.

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

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule C:
LETTER OF INTENT FROM DBE

Quantity/Unit Price:

Actual DBE Contract Value:

Sub (or Grand) Total: \$ _____

Multi-Phase Project(s). For those projects that are multi-phase, please indicate the phase(s) in which the DBE will be performing work: _____

Schedule C:
LETTER OF INTENT FROM DBE
Sub-Contracting Levels

%_____ of the DBE's subcontract will be further subcontracted to non-DBE contractors.

%_____ of the DBE's subcontract will be further subcontracted to DBE contractors.

NOTICE: IF THE DBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE WORK DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.

NOTICE: IF MORE THAN THIRTY PERCENT (30%) OF THE VALUE OF THE DBE's SCOPE OF WORK WILL BE FURTHER SUBCONTRACTED, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBCONTRACTED MUST BE ATTACHED TO THIS SCHEDULE.

The undersigned DBE will enter into a formal written agreement for the previously identified work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (5) five working days of your receipt of a signed contract from the Chicago Transit Authority.

NOTICE: THIS SCHEDULE (AND ACCOMPANYING ATTACHMENTS) MUST BE SUBMITTED IN TRIPLICATE. ORIGINAL SIGNATURES REQUIRED ON ALL THREE (3) COPIES. This form must be signed by the DBE company, whether acting as subcontractor or as a joint venturer.

(Signature of Owner, President or Vice President of DBE)

Name/Title (Print)

Date: _____

Telephone No.: _____

On this _____ day of _____, 20____, the above-signed Officer _____ (Name of Affiant) personally and, known to me as the person described in the foregoing Affidavit, acknowledged that he or she executed the same in the capacity therein stated and for the purpose therein contained.

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

Signature of Notary Public

My Commission Expires: _____

SEAL

SCHEDULE D MUST BE COMPLETED AND SIGNED BY THE BIDDER

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

State of _____

County (City) of _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM
that I am the _____ (Title of Affiant) and duly
authorized representative of _____
(Name of Prime Contractor)

and that I have personally reviewed the material and facts set forth in and submitted with the attached Disadvantaged Business Enterprises (DBE) Schedule B and C for each DBE. Listed separately below for each DBE is/are the agreement(s) that correspond(s) with the Schedule C submitted by **each** DBE participating on this contract:

DBE Firm: _____

Description/Type of Work (In Detail): _____

[illegible]

Actual DBE Contract Value: \$

Schedule D:
DBE UTILIZATION PLAN

DBE Firm: _____

Description/Type of Work (In Detail): _____

Actual DBE Contract Value: \$ _____

ATTACH ADDITIONAL SHEETS IF THERE ARE MORE THAN TWO (2) DBE'S PARTICIPATING ON THIS CONTRACT.

Total Actual Contract Value for All DBEs Listed Above: \$ _____

**Schedule D:
DBE UTILIZATION PLAN**

AFFIDAVIT OF PRIME CONTRACTOR

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

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by this Schedule D and the accompanying Schedules B and/or C, and will enter into such agreements within five (5) business days after receipt of the contract executed by the Chicago Transit Authority.

The Prime Contractor has designated the following person as its DBE Liaison Officer:

(Name - Please Print or Type)

(Phone)

I do solemnly declare and affirm under penalty of perjury that the contents of the foregoing document are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

(Name of Prime Contractor - Print or Type)

(Signature)

(Name and Title of Affiant - Print or Type)

(Date)

On this _____ day of _____, 20____, the above-signed Officer _____ (Name of Affiant) personally and, known to me as the person described in the foregoing Affidavit, acknowledged that he or she executed the same in the capacity therein stated and for the purpose therein contained.

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

Signature of Notary Public

My Commission Expires: _____

SEAL

Appendix C

Bid Protest Procedures (Informational)

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 D
CERTIFICATION – Debarment – Primary Participant
(Submit it with Section V, Part III)

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

Appendix E

CERTIFICATION – Debarment - Lower Tier Participant

(Submit it with Section V, Part III)

(Must be completed by all proposed Sub-Contractors)

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

Appendix F

CERTIFICATION – Drug-free Workplace (Submit it with Section V, Part III)

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

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

Signature and Title of Authorized Official

Date

Appendix G

CERTIFICATION – Lobbying (Submit it with Section V, Part III)

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

Appendix H

Brief History of Your Company
(Submit it with Section V, Part III)

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]

Appendix I

Disclosure of Ownership

(Submit it with Section V, Part III)

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

DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

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

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

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

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

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

Requisition Number: _____ Bidder Name: _____

Bidder Business Address: _____

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

☐ Purchasing ☐ Other: _____

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

of _____ ("Bidder" or "Contractor"), having been duly sworn
(Business Address)

under oath certifies as follows:

DISCLOSURE OF OWNERSHIP INTERESTS

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

- | | |
|---|--|
| ☐ Individual | ☐ Limited liability company |
| ☐ Business corporation | ☐ Partnership |
| ☐ Not-for-Profit corporation | ☐ Joint Venture |
| ☐ Sole Proprietorship | ☐ Limited Liability Partnership |
| | { } Other: _____ |

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

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

1. Incorporated in the State of _____.
2. List below the name and title of all officers of the corporation:

Name	Title
_____	_____
_____	_____
_____	_____

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

Name	Title
_____	_____
_____	_____
_____	_____

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

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

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

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

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

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

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

_____ %

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

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

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

B. PARTNERSHIPS

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

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

C. LIMITED LIABILITY COMPANIES

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

Name	Title
_____	_____
_____	_____
_____	_____

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

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

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

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

Name	Business Address
_____	_____
_____	_____
_____	_____

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

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

E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS

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

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

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

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

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

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

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

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

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

If Yes, provide names and amount of ownership interest:

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

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

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

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

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

BIDDER:

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

NOTARIZATION - REQUIRED

State of _____

County of _____

Signed and Sworn to before me on
this _____ day of _____, 20____

By _____
(Signature of Notary Public)

(NOTARY'S SEAL)

Appendix J

Non-Disclosure Statement – Prime (Submit it with Section V, Part III)

(Must be completed by Prime Contractor)

RFP NON-DISCLOSURE STATEMENT - Prime

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP"), **Requisition No. C09FR100876468R Request for Proposal (RFP) to Provide Real Time Location System and System Maintenance and support for a period of up to 36 months.** _____ ("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 K

Non-Disclosure Statement - Sub (Submit it with Section V, Part III)

(Must be completed by Subcontractors)

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. C09FR100876468R Request for Proposal (RFP) to Provide Real Time Location System and System Maintenance and support for a period of up to 36 months.** _____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP.

Therefore, Company states as follows:

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

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

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

Appendix L

Insurance requirements

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Short Form rev. 11/13/09]

REQUISITION NUMBER: **C09FR100876468R**
SPECIFICATION NUMBER CTA: _____

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

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

Contractors must provide the CTA with the following documents:

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

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

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

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

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

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

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

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

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

C. CTA ADDRESS.

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

Chicago Transit Authority
Manager of Insurance Controls, Risk 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 occurrence basis.
- D. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance, with the exception of Railroad Protective.
- E. To the extent permitted by the Contractor's insurance policies required by the CTA, the Contractor and its insurers waive all rights of subrogation against the CTA.
- F. The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

PART III. INSURANCE COVERAGES

A. WORKERS COMPENSATION

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

Coverage B: Employers Liability:

\$1,000,000 Bodily Injury by Accident

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

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate

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

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

\$1,000,000 Per Occurrence

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

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

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

C. AUTOMOBILE LIABILITY

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

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

D. UMBRELLA LIABILITY

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

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

E. OWNERS PROTECTIVE LIABILITY

N/A General Aggregate (Per Location)

N/A Per Occurrence

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

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

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

N/A Bodily Injury/Property Damage per Occurrence

N/A Bodily Injury/Property Damage Aggregate

G. VALUABLE PAPERS

N/A OCC/AGG

H. PROFESSIONAL LIABILITY

\$2,000,000 PER CLAIM

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

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

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

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

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



Issue Date: _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ RFP#: _____

Specification #: _____

Address: _____
(NUMBER & STREET)

Project #: _____

Contract #: _____

(CITY) (STATE) (ZIP)

Description of
Operation/Location

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

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Millions
<u>Commercial General Liability</u> ☐ 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 \$ _____ <u>Deductible and/or Self Insured Retention</u> \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
<u>Excess Liability</u> ☐ Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				WC \$ _____ Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				_____

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

Name and Address of Certificate Holder and Receipt of Notice

Signature of Authorized Representative

Certificate Holder/Additional Insured

Agent/Company Address

Chicago Transit Authority
Dept. of Risk Management
P.O. Box 7564
Chicago, IL 60680

Telephone _____

Appendix M

Certification - Buy America
(Submit it with Section V, Part III)

BUY AMERICA CERTIFICATION

Bidder must certify compliance or non-compliance for sections 165(a) and 165(b)(3). Failure to provide the certification will result in your bid being declared non-responsive to the invitation for bids and rejected. Details regarding these certifications may be found in the preceding section entitled "49 CFR Part 661 – Buy America Requirement".

Certificate of Compliance with Section 165(a)

The bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Signature _____ Date _____

Title _____ Company Name _____

Certificate of Non-Compliance with Section 165(a)

The bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7.

Signature _____ Date _____

Title _____ Company Name _____

Certificate of Compliance with section 165(b)(3)

The bidder hereby certifies that it will comply with the requirements of section 165(b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.

Signature _____ Date _____

Title _____ Company Name _____

Certificate of Non-Compliance with section 165(b)(3)

The bidder hereby certifies that it cannot comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Signature _____ Date _____

Title _____ Company Name _____