EXHIBIT 16

Metra's Procurement Procedures

METRA AOP
TABLE OF CONTENTS

PURCHASING (PU)

- **VENDOR CONTACTS (REVISION 3)** PU-01-RC
  Instructions relating to contact by Metra personnel with vendors
- **REQUISITIONING (REVISION 8)** PU-02-RC
  Instructions for the normal requisitioning of goods and/or services and instructions for emergency requisitioning
- **CONTRACT AND MANAGEMENT ADMINISTRATION** PU-03-RC
  Instructions for the procurement and professional services division and the Buyer and Contracting Officers roles, responsibilities and authorities in the management and administration of contracts.
- **INFORMAL QUOTATIONS AND AWARDS (REVISION 4)** PU-04-RC
  Instructions for soliciting bids and making purchases where the estimated cost is under $10,000 per transaction
- **FORMAL QUOTATIONS AND AWARDS (REVISION 3)** PU-05-RC
  Instructions for the solicitation of bids for purchases and awards of contracts where the estimated cost is $10,000 or more
- **PROFESSIONAL SERVICES CONTRACTS (GRANT FUNDED) (REVISION 3)** PU-06-RC
  Policy and instructions for acquiring, administering, and terminating professional services contracts which are grand funded
- **PROFESSIONAL SERVICES CONTRACTS (NON-GRANT FUNDED) (REVISION 3)** PU-07-RC
  Policy and instructions for acquiring, administering, and terminating professional services contracts which are not grand funded
- **ARCHITECTURAL AND ENGINEERING SERVICES** PU-08-RC

CONTRACTS (REVISION 4)
Policy and instructions for acquiring, administering, and terminating architectural and engineering services contracts

- **BLANKET PURCHASE ORDERS AND RELEASES (REVISION 4)** PU-09-RC
  Instructions for using blanket purchase orders and release notices
- **CHANGE ORDERS (REVISION 4)** PU-10-RC
  Guidelines for altering the terms of a contract through the use of a change order
- **BID PROTESTS (REVISION 4)** PU-11-RC
  Policy and instructions for processing protests to contract awards
- **TERMINATION OF CONTRACTS FOR GOODS AND SERVICES BY THE PROCUREMENTS DIVISION (REVISION 1)** PU-12-RC
  Instructions for the termination of contracts for goods and services
- **DIRECT PURCHASES (REVISION 6)** PU-13-RC
  Instructions for making purchases for less than $500.00 per transaction directly for the vendors
- **FORMAL SOLICITATION AWARD FOR CONSTRUCTION CONTRACTS (REVISION 1)** PU-14-RC
  Instructions for the solicitation of bids for Construction Contracts where the estimated cost is $10,000.00 or more
- **RECEIVING (REVISION 4)** PU-15-RC
  Instructions for receiving goods and services directly from vendors
- **RETIREMENT AND DISPOSAL OF METRA VEHICLES (REVISION 1)** PU-17-RC

Instructions for evaluating the continued operation of support vehicles and retirement and disposal requirements

- **DISPOSAL OF MATERIAL AND EQUIPMENT (REVISION 3)** PU-18-RC
  Instructions for the sale and disposal of items declared surplus or unnecessary

- **OFFICE SUPPLY REQUISITIONING (REVISION 3)**
  Instructions for the requisitioning of office supplies PU-19-RC

- **ORGANIZATIONAL CONFLICTS OF INTEREST (REVISION 1)** PU-20-RC
  Policy on real or apparent organizational conflicts of interest

- PU-21-RC
  PROCUREMENT CARD PURCHASES (REVISION 1)
  Policy and instructions for utilizing procurement cards to purchase materials and services

- **METRA COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS** PU-22-RC
  Policy and procedures to comply with Federal requirements concerning restrictions on lobbying

- **METRA REPAIR & RETURN/UNIT EXCHANGE ITEMS** PU-23-RC
  Policy and instructions for repair & return and unit exchange materials and services

GLOSSARY

Amendment: Any change to non-financial terms such as delivery and expiration dates, FOB terms, purchase order terms, and corrections of computer input errors. In addition, however, it can be a dollar contract value increase of up to $500 to a Purchase Order, or less than 10% of the Purchase Order value, whichever is less.

Architectural & Engineering (A & E) Services: The term Architectural & Engineering services includes those professional services of an Architectural or Engineering nature as defined under the applicable federal or state "Brooks Act" statute.

Batch Receiving Report: The notification of pending material receipt sent to Metra's location.

Bid: Includes the term "offer" or "proposal" as used in the context of a procurement or sale.

Bidder/Offeror: One who makes a bid or submits a proposal. One who offers to perform a certain contract or purchase order for a specified price.

Blanket Purchase Order (BPO): A purchase order or contract with a vendor that covers specific materials, commodities, or services, at set terms and prices, not to exceed a designated total dollar amount for a designated period of time.

Blue Folder: The compilation of key documents, contained in an actual "Blue Folder," which is used in the procurement process. It is reviewed by various key Metra staff members prior to the Executive Director's final review and approval.

Breach of Contract: Failure to comply with terms and conditions of contract/purchase order.

"Brooks" Method: A method of procurement prescribed by law for Architectural and Engineering services. The basis of the selection is competence and capability, and the price negotiated with the highest ranked proposer.

Budget Authority: A Department Head, Director, Officer, Section Chief, or other similarly designated person having the authority to approve the expenditure of funds from a specified line item of the METRA budget.

Canvass: Generally, a survey of potential bidders to ascertain why bids or proposals were not submitted.

Capital Funds/Capital Funding: Refers to grant awards from FTA, IDOT, RTA and/or Metra for capital projects.

GLOSSARY

Change Order: A written order, at any time, that the Executive Director or his designee makes for changes within the general scope of a purchase order or contract.

Clarification: A communication with an Offeror for the sole purpose identifying/explaining minor irregularities, informalities, or apparent clerical mistakes in a proposal.

Competitive Negotiation: Contracting through the use of competitive proposals and discussions.

Competitive Scoring: A method by which there is a pre-determined numeric range that must be obtained by a proposer in order to be considered qualified for further evaluation.

Consultant: The Offeror who has been selected from all proposals received and has been awarded the contract.

Contract Completion Report: A report submitted to the Materials Management Department that a professional services contract is completed and should be received complete in the computer purchasing system.

Cost Analysis: A process of verifying the reasonableness of the proposed cost based on comparison of other vendors' price data or vendors' cost data.

Cost Estimate: An independent estimate of the proper price level or value of the product or service to be purchased. This estimate is made or obtained from knowledgeable professionals before soliciting proposals.

Daily Decline Report: An audit report prepared on a daily basis by the procurement card company that lists specific instances of violations of transaction limits, dollar limits, or the merchant code sorted by specific cardholder.

Days: The hours of 8:00 a.m. to 5:00 p.m. on regularly scheduled working days for Metra, or the prescribed hours of work on regularly scheduled days for FTA, if reference to FTA is made.

Discussion: Any oral or written communication between the Professional Service/Contract Agent and/or his/her designee and an Offeror (other than communication conducted for the purpose of clarification), whether or not initiated by the Professional Service/Contract Agent and/or their designee, that 1) involves information essential for determining the acceptability of a proposal, or 2) provides the Offeror an opportunity to revise or modify its proposal.

Exceptions: Noted discrepancies between the contract specifications and the items Metra revises with respect to the quantity, quality, condition, unit prices, brand, model.

Family: An employee's spouse, children, parents, siblings and their children, and similar relatives by marriage.

General Ledger: Compilation of financial accounts stored and sorted into a computerized database for the purposes of tracking financial assets and expenses by specific business unit or cost center(s).

Interested Party:
Prior to Solicitation: For purposes of the bid protest procedures, all bidders or proposer on the procurement including an actual or prospective bidder or supplier at any tier who shows that he/she has a direct economic interest in the award of, or the interpretation of in a provision in the Invitation for Bid (IFB) or the Request for Proposals (RFP).
After Solicitation: The second-ranked responsive and responsible bidder, as ranked by Metra. Secondary suppliers of the second-ranked bidder are not considered interested parties.

Interview: A meeting at which information is obtained to evaluate qualifications.

Lowest bidder: One who submits the lowest-priced bid for the award of a contract/purchase order. In the event of a sale by Metra, lowest bidder would translate to highest bidder.

Main Source of Supply: Primary location where goods and materials are stored, and from which they are first obtained. Metra's main storehouse's service is the main source of supply for all goods and materials for all Metra personnel. Storehouses are located at KYD, 47th Street, Blue Island and Western Avenue Yards. If goods and materials cannot be located from the main storehouse, the next source of supply is the Purchase Order or Blanket Purchase Order that was created by Metra's Materials Management Department for that given commodity or vendor.

Main Storehouses: Inventory warehouses where goods and materials are maintained in a secure and controlled environment by Metra's Materials Management Department. Metra's main storehouses are located at KYD, 47th Street, Blue Island and Western Avenue Yards, and serve as the primary source of supply for all goods and materials for all Metra personnel.

Materials: Tangible items or goods.

Merchant Codes: Vendor class codes assigned by the procurement card company that classifies all similar type businesses into specific categories. (i.e., All hardware stores are sorted together under one specific merchant class code.)

Monthly Card Statement: Monthly statement itemizing procurement card usage sorted by user employee (card holder).

Negotiation: Contracting through the use of proposals and interactive discussions.

Obsolete: Material that is no longer used or useful.

Price/Cost Analysis: A process of verifying the reasonableness of the proposed price/cost based on a comparison of other vendors' price data or vendors' cost data.

Procurement Card: A commercially accepted payment mechanism that electronically makes payment for goods and services at time of shipment or receipt.

Procurement Card Administrator: Appointed by the Department Head of Materials Management this person(s), oversees the entire procurement card process and monitors compliance with Metra's policies and procedures. He/she is responsible for all procurement card applications and handles all communication with the procurement card company.

Procurement Card Coordinator: On behalf of the Budget Authority, this person(s) ensures the receipt of supporting documentation, ensures assignment of correct account number(s), ensures approval of procurement card use by the Budget Authority, and verifies all procurement card transactions for his/her respective Division/Department within the guidelines set forth in this procedure.

Procurement Card Usage Report: Procurement card supporting documentation that is prepared by each cardholder at the time of procurement card use and submitted to his/her respective Division/Department's Procurement Card Coordinator for final approval by the Budget Authority and transaction verification.

Procurement Regulations: Applicable federal, or state, local, or Metra regulations or statutes that govern the actions and decisions relating to the procurement of good or services.

Professional Services: Those personal services "the quality and reliability of which depend in substantial part upon the individual skill, training, experience or ability of the person rendering such services (See NIRC 94-1 paragraph 2.03 (g)). This definition includes, but is not limited to engineering, planners and consultants offering specialized skills in specified functional areas, such as management, finance, personnel, data processing and material control.

Protestor: Any interested party who states his/her objections to a particular procurement in writing and submits them to Metra for consideration.

ProValue Software: Client/server software that electronically interfaces Metra with the procurement card company through which all procurement card transactions are reported, processed for verification, and subsequently paid.

GLOSSARY

Purchase Order Modification or Contract Modification: The term used for an interim action taken to extend the expiration date of a purchase order or contract, or make other changes to the contract/purchase order, prior to the issuance of a Change Order or Amendment.

Qualified Range: A range determined by Metra to include all offerers that have a reasonable chance of being selected for award based upon qualifications, capability, and other factors that are stated in the solicitation.

Receiving Report: The form utilized to record the approval and receipt of materials and/or services ordered and delivered.

Release Notice: A form for ordering materials and/or services intended to be covered by a BPO.

Releasing Employee: Employee that is authorized, by being listed on the authorized signature list on the BPO and authority delegation form, to release materials and/or services against a Blanket Purchase Order.

Remote Inventory Site: Inventory location where Metra maintains an on-hand inventory of goods and materials that is managed by a Metra Division/Department (or outside vendor) outside of the direct control and management of Metra's Materials Management Department.

Requisition: A formal request, either in writing or by electronic format, to initiate the process to procure materials and/or services.

Requisitioner/User: The manager or employee submitting a purchase requisition, Change Order for materials, and/or services, or the requestor of materials and/or services.

Requisitioner/User Department: The department requesting the goods or services.

Salvage: Property that is no longer useful as a unit in its present condition but has some value in addition to its value as scrap, usually because parts from it may be recovered and reused.

Scrap: Property that has no value except for its basic material content.

Services: Duty or labor to be rendered by one person/firm to another

Sole Source: A term used to describe a vendor or consultant who is the only supplier of a particular item or particular services. It is also used as an adjective to describe the type of procurement process used because there is only one source for the goods or services. The requisition must be justified by a memorandum signed by the Manager of the Requisitioning Department, Division, or Office. The buyer or agent will verify the validity of the request. If confirmed, the Deputy Executive Director will approve the written sole source memorandum.

Support Vehicles: All Metra-owned or leased automobiles (general and Metra Police) and trucks, including corporate, operations department, and police vehicles, used to conduct Metra business by authorized Metra employees.

Surplus: Inventory not required by the Corporation at the present time or in the foreseeable future.

Suspension: A temporary stop, delay, interruption, or cessation.

Termination for cause: Refers to ending a contract before the end of its anticipated term due to the default of the other party.

Termination without cause: Refers to ending a contract before the end of its anticipated term because it is Metra's best interests or by mutual agreement, not due to any party's default.

Tools: For the purposes of this Procedure, tools are defined as all hand or power tools used to build or maintain equipment or facilities in support of commuter operations. For the purposes of this procedure, replacement saw blades, knife blades, drill bits, sockets, taps and dies are not considered tools.

Travel Request (Metra Form RC1918): A form used for authorization to travel out-of-region on behalf of Metra. Please see Administrative Procedure No. FI-01-RC.

User Employee: Metra employee that has been issued a procurement card for the purpose of supporting and maintaining commuter operations in a cost-effective and time efficient manner.

Vendor Contact: Any oral or written communication by Metra personnel with a current or prospective contractor, vendor, or supplier involved in an existing or potential contractual relationship.

VENDOR/CONTRACTOR CONTACTS

I. PURPOSE

To establish the policies for contact between Metra personnel and current and prospective bidders, proposers, suppliers, and contractors, collectively hereafter sometimes referred to as "vendors."

II. POLICY

All Metra contact with prospective vendors must be made only by the Materials Management Department, except as provided. Purchases under $500.00, as covered in Direct Purchases, PU-13-RC, and Procurement Card Purchases for Materials and Services, PU-21-RC, are exempted from this procedure.

Generally, Vendor/Contractor contact by any Metra personnel who are not in the Materials Management Department is prohibited, except to allow Metra staff to obtain information concerning potential sources, product availability, product specifications, and Vendor/Contractor qualifications. For contact involving professional services, see PU-06-RC, PU-07-RC, and PU-08-RC.

After Invitation for Bids/Requests for Proposals have been solicited, but prior to the bids/proposals having been received, Metra staff may have contact with prospective vendors when necessary to clarify specifications or provide assistance in delineating Metra needs. Answers to such inquiries must be made in coordination with the Materials Management Department. Discussions with vendors may also be held if authorized by the Materials Management Department.

Between the date of the bid opening/proposal due date and day of the award, all contact with vendors who submit bids or proposals must be made by the Materials Management Department.

If any non-Materials Management Department Metra personnel has any contact with any vendor beyond what is permitted by this policy, the non-Materials Management employee must document the contact and furnish a copy to the Materials Management Department.

If a Metra employee who is not in the Materials Management Department has contact with a vendor, he/she should always state to a vendor that the contact is being initiated for informational purposes only, and not make a commitment of any kind. Information that would give a potential bidder or proposer an unfair advantage must not be revealed. Terms or conditions of sale must not be discussed unless permitted by the Materials Management Department.

VENDOR/CONTRACTOR CONTACTS

An employee who makes an unauthorized purchase obligation with a vendor may be financially liable and subject to administrative sanctions up to and including dismissal. (Refer to Employee Handbook).

III. DEFINITIONS

Vendor Contact: See Glossary

IV. RESPONSIBILITIES

Materials Management Department
Primary Metra contact with contractors or vendors. Delegates authority to specified persons in writing to contact vendors, except in the case of delivery schedules. Handles all administrative correspondence.

Requisitioner/User
Limits contact with vendors except to the extent permitted by these procedures. Contacts the Materials Management Department when a question concerning vendor contact arises. Documents all vendor contacts except those concerning delivery schedules, and furnishes a copy to the Materials Management Department.

REQUISITIONING OF MATERIALS & SERVICES

I. PURPOSE

This procedure provides instructions for both the normal requisitioning of Materials and/or Services, and instructions for emergency requisitioning of Materials and/or Services. Materials and/or Services requested in an approved Purchase Requisition will be procured by, or otherwise at the direction of, the Procurement Division or Professional Services/ Contracts Division (as applicable) pursuant to the applicable Metra procedure. See:

- PU-04-RC – Informal Quotations and Awards;
- PU-05-RC – Formal Quotations and Awards;
- PU-06-RC – Professional Services Contracts (Grant Funded, Non Brooks Method);
- PU-07-RC – Professional Services Contracts (Non Grant Funded);
- PU-08-RC – Architectural and Engineering Services Contracts (Brooks Method);
- PU-08-RC – Blanket Purchase Orders and Releases;
- PU-13-RC – Direct Purchases;
- PU-14-RC – Formal Solicitation Award For Construction Contracts;
- PU-16-RC – Procurement of Rolling Stock; or
- PU-21-RC – Procurement Card Purchases.

II. POLICY

GENERAL:

This procedure should be utilized in the procurement of all Materials and/or Services. Requisitions for Materials and/or Services will be submitted by using a Purchase Requisition. Non-inventory Material is to be requisitioned separately from inventory Material. Personnel making unauthorized purchase commitments may be held financially liable and may also be subject to disciplinary action, including employment termination.

All procurement transactions will be conducted in a manner providing full and open competition (except as may be necessary in connection with an Emergency Requisition) and any arbitrary action is strictly prohibited. The Procurement Division (or its designee) is responsible for negotiating with Bidders with respect to the procurement of requested Materials and the Professional Services/ Contracts Division (or its designee) is responsible for negotiating with Bidders with respect to the procurement of requested Services. The Requisitioner/User may not negotiate with Bidders except as necessary in connection with the permitted procurement of Materials and/or Services by Direct Purchases or purchases made by Procurement Card.

REQUISITIONING OF MATERIALS & SERVICES

Purchase Requisitions that are FTA funded, must adhere to all of the applicable requirements set forth in Circular 4220.1F (attached and incorporated herein as Exhibit I) as well as all applicable Metra procurement procedures, business regulations, and other rules and regulations. Circular 4220.1F applies to each FTA recipient of Federal assistance when it uses FTA assistance for third party contracts. FTA funded procurements require project costs to conform to applicable Federal cost principals for allowable costs. Cost must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulations, and must comply with Federal cost principles applicable to Metra. Metra prohibits geographic preferences, except in those cases where applicable Federal statues expressly mandate or encourage geographic preference. Metra also prohibits the cost plus a percentage of cost and percentage of construction cost methods of contracting. Time and Materials type contracts are restricted. They can only be used when it has been determined that no other contract type is suitable; and if the contract specifies a ceiling price that the contractor may not exceed except at its own risk. Metra also prohibits excessive qualifications, unnecessary experience requirements, improper prequalification, retainer contracts, arbitrary action, excessive bonding, and brand name only. Bonding is required for all construction contracts exceeding the simplified acquisition threshold unless the FTA determines that other arrangements adequately protect the Federal interest. If there is a liquidated damages provision in a proposed contract, any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise. When progress payments are utilized the solicitation documents must indicate that Metra will receive title to property (materials, work in progress, and finished goods). Advance Payments are prohibited to a third party contractor before the contractor has incurred the cost for which the payments would be attributable. However, the FTA does occasionally make exceptions to the prohibitions if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence.

FTA funded third party contracts exceeding $100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor. Termination for cause and termination for convenience provisions must be included in contracts exceeding $10,000.

Design-Bid-Build procurement method requires separate contracts for design services and for construction. The design services will follow PU-08-RC and the construction services will follow PU-14-RC.

Options may be included in a contract, provided however that Metra shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options. If options are used, the option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have not been evaluated as part of the award, the exercise of such options will be

considered a Sole Source procurement for purposes of this procedure. In exercising an option, Metra must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded. An option may not be exercised unless it has been determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised.

Revenue contracts should use a competitive process to permit interested parties an equal chance to obtain such a business opportunity. However, if a party is seeking access to a public transportation asset (such as a utility seeking cable access), and Metra is willing and able to provide contracts or licenses to other parties similarly situated, then competition is not necessary.

NARRATIVE DESCRIPTION OF PROCESS:

The process for requisitioning Materials and/or Services shall be initiated by the Requisitioner/User who shall prepare and submit a Purchase Requisition requesting such Materials and/or Services to the appropriate Budget Authority for approval. With respect to requisitioning Materials, before submitting a Purchase Requisition the Requisitioner/User shall first ascertain whether the desired Materials are already available by accessing the Materials System.

Purchase Requisitions that contain a specified Sole Source must be accompanied by a written memorandum explaining the reason(s) for such Sole Source restriction. Emergency Requisitions must be accompanied by a memorandum and supporting evidence, acceptable to the appropriate Budget Authority, in its sole discretion, fully justifying the requested Materials and/or Services and the urgency for such Materials and/or Services. Each such explanatory memorandum must be signed by the Manager of the applicable Department, Division, or Office, or the Deputy Executive Director, if appropriate, and the Executive Director.

III. DEFINITIONS

Bidder: See Glossary.

Brooks Method: See Glossary.

Budget Authority: means the appropriate required authorizing person(s) in accordance with FI-02-RC, Financial Approval Authorization.

Direct Purchase: See PU-13-RC.

Emergency Requisition: means a Purchase Requisitions with respect to Materials and/or Services directly related to the provision of Public Transportation Services by Metra or a Transportation Agency for which: (a) the Executive Director has made a written determination

that an emergency situation exits which requires immediate delivery of such requested Materials and/or Services; and (b) the subject emergency situation is not directly or indirectly caused by, or otherwise the result of, the actions or inaction of the Requisitioner/User or any other person under his/her direction.

Materials: See Glossary.

Materials System: **[**See Glossary.**]**

Offeror: See Glossary.

Procurement Agent means the person(s) appointed by the Procurement Division or Professional Services/Contract Divisions (as applicable) as the buyer/contracting agent primarily responsible for negotiating with approved Bidders and procuring the requested Materials and/or Services, each in accordance with applicable procurement policies and procedures (see above; provided that, with respect to an Emergency Requisition required bidding procedures may be suspended).

Procurement Card: See PU-21-RC.

Public Transportation Services: **[**See Glossary.**]**

Purchase Requisition: means either purchase requisition form (RC73) (attached as Exhibit II hereto) and all required attachments thereto, or the permitted electronic requisition submittal, as applicable, each to be completed in accordance with the detailed instructions attached as Exhibit III hereto.

Requisitioner/User: See Glossary.

Services: See Glossary.

Sole Source: See Glossary.

Transportation Agency: **[**See Glossary.**]**

IV. GENERAL RESPONSIBILITIES

Requisitioner/User

- Identify the need for Materials and/or Services.

- With respect to requested Materials, determine if the desired Materials are already available by accessing the Materials System.
- Prepare a Purchase Requisition(s) for needed Materials and/or Services which are not otherwise already available in accordance with the policy and procedures specified herein. Descriptions/specifications for materials or services should be well defined, but non restrictive and they should be complete, clear, accurate, and unambiguous descriptions. If specifying a "brand name" product the solicitation must allow for offers of "an equal" product, and allowing "an equal" product listing the salient characteristics that the "equal" product must meet to be acceptable for award. Such "approved equal" determination shall be done as part of the Using Department's technical evaluation. A dated Independent Cost Estimate ("ICE") must be provided for all formal procurements. If requesting both inventory and non-inventory Materials, prepare a Purchase Requisition for inventory Materials and a separate Purchase Requisition for non-inventory Materials.
- Assign the proper user department account/distribution code(s) to the Materials and/or Services requested in the Purchase Requisition(s).
- Determine, consistent with past practice and subject to approval by Materials Management Department, whether Bidder(s) are to be selected solely on the basis of price, or whether other factors should be considered.
- If requesting Materials and/or Services from a Sole Source, provide memorandum explaining the reason(s) for such Sole Source restriction.
- If requesting Materials and/or Services pursuant to an Emergency Requisition, provide memorandum and supporting evidence fully justifying the requested Materials and/or Services and the urgency for such Materials and/or Services.

Budget Authority

- Review accuracy and completeness of Purchase Requisition, including required signatures, identification of proper account/distribution code(s), and attachment of memorandums and supporting evidence, as applicable. Return Purchase Requisition to Requisitioner/User which are incomplete, incorrect, or reflect improper account/distribution code(s) for correction and resubmission.
- Verify availability of funds in the appropriate budget account. Return Purchase Requisition to Requisitioner/User for which funds are not available.
- Assuming funds are available and Purchase Requisition is complete, approve Purchase Requisition and forward approved Purchase Requisitions to Materials Management Department.
- Maintain a record of all Purchase Requisitions and purchases of Materials and Services to ensure that budget limitations are not exceeded.

REQUISITIONING OF MATERIALS & SERVICES

Materials Management Department

- Review Purchase Requisitions received from Budget Authority. Return Purchase Requisitions to Requisitioner/User which are incomplete, incorrect, or reflect improper approvals for corrections and resubmission, as appropriate. The appropriate Department Head is to review to determine whether an adequate independent cost estimate and material description/salient characteristic(s) are with the Using Department's requisition package, if not, the requisition will be returned to the Using Department to supply the appropriate documentation.
- If requested Materials and/or Services may not be procured by Direct Purchase or by Procurement Card (as determined by Procurement Division or Professional Services/Contract Divisions, as applicable) make final determination, consistent with past practice, as to whether Bidder(s) are to be selected solely on the basis of price (i.e. Materials and/or Services to be acquired by Sealed Bids/Invitation for Bid (IFB) in accordance with applicable procurement policies and procedures), or whether other factors should be considered (i.e. Materials and/or Services to be acquired by a Request for Proposal (RFP) in accordance with applicable procurement policies and procedures).
- Forward approved Purchase Requisitions to Procurement Department (if for Materials) and/or Professional Services/Contract Divisions (if for Services). Additionally, for Purchase Requisitions requesting Services to be acquired by RFP, determine if Brooks Method should or should not be utilized in procuring such Services, and alert Professional Services/Contract Divisions as to determination.

Procurement Division or Professional Services/Contract Divisions (as applicable)

- Oversee METRA Purchase Requisition procedures and systems.
- Review Purchase Requisitions received from Materials Management Department. Return Purchase Requisitions to Requisitioner/User which are incomplete, incorrect, or reflect improper approvals for corrections and resubmission, as appropriate.
- If Purchase Requisition acceptable, first determine whether requested Materials and/or Services may be procured by Direct Purchase or by Procurement Card pursuant to applicable procurement policies and procedures (see above) and, if so, coordinate with Requisitioner/User in directly procuring the requested Materials and/or Services. When progress payments are utilized the solicitation documents must indicate that Metra will receive title to property (materials, work in progress, and finished goods).
- If requested Materials and/or Services may be procured by Direct Purchase or by Procurement Card, approved Purchase Requisition and appoint Procurement Agent to procure such Materials and/or Services Card pursuant to applicable procurement policies and procedures (see above).

- Coordinate with Requisitioner/User regarding status of the procurement of the requested Materials and/or Services by Procurement Agent.
- Retain a copy of all processed Purchase Requisitions, explanatory memorandums (if any), including determination of the method of procurement, and all other documents or information submitted with respect to a Purchase Requisition (if any), and maintain in respective procurement file.

General Development Department

- When Capital Funds are involved, review and approve Purchase Requisition and supply appropriate Grant Project number.
-

DBE Administration

- As necessary, coordinate with Requisitioner/User to determine DBE percentage requirement goals for Purchase Requisition.

V. INSTRUCTIONS

A. NON-EMERGENCY REQUISITION OF MATERIALS AND/OR SERVICES

Responsibility	Action
Requisitioner/User	1. a. Identify a need for Materials and/or Services, including: i) type of Materials/Services; ii) desired specifications; iii) quantity needed, and iv) date needed (if requested Materials/Services needed immediately in response to an emergency situation, proceed to step B(1) below).
	b. With respect to requested Materials, determine if the desired Materials are already available by accessing the Materials System.
	c. Prepare a Purchase Requisition(s) for needed Materials and/or Services which are not otherwise already available.
	d. If requesting both inventory and non-inventory Materials, prepare a Purchase Requisition for inventory Materials and a separate Purchase Requisition for non-inventory Materials.

e. If requesting construction Services, Purchase Requisition should identify, at least, the goal for Affirmative Action/Disadvantaged Business Enterprise ("DBE") percentage requirements (proceed to step 2 below), liquidated damages (if any), cost of plans and specifications, primary contractor percentage work, and bonding requirements.

f. If requesting professional Services, Purchase Requisition should identify, at least, the goal for DBE percentage requirements (proceed to step 2 below).

g. If requesting Materials and/or Services from a Sole Source, prepare a memorandum explaining the reason(s) for such Sole Source restriction and attach such memorandum to Purchase Requisition.

h. If Purchase Requisition Continuation Page (RC73A) (See Exhibit III, Page 2) is required, complete and staple Purchase Requisition Continuation Page to Purchase Requisition form to prevent loss and to maintain sequence.

i. Retain gold copy of Purchase Requisition and copies of all other documents or information being attached to Purchase Requisition, if any, and maintain in respective procurement file.

j. Submit remaining copies of Purchase Requisition, and all required attachments, to appropriate Budget Authority for review and approval.

DBE Administration (as necessary)

2. a. Coordinate with Requisitioner/User to determine DBE percentage requirement goals for Purchase Requisition.

b. Receive approved pink copy of Purchase Requisition from Procurement Division or Professional Services/ Contracts Division (as applicable).

c. Recommend additional DBE Bidders for quotation solicitation and notify Procurement Agent of any additions to the approved Bidder list.

Budget Authority

3. a. Review Purchase Requisition received from Requisitioner/User for completeness and accuracy,

including required signatures, identification of proper account/distribution code(s), and attachment of memorandums and supporting evidence, as applicable.

b. If Purchase Requisition, or any required attachments, are incomplete, incorrect, insufficient (in Budget Authority's discretion) or reflect improper account/distribution code(s), forward Purchase Requisition to Requisitioner/User for correction and resubmission (proceed to step 4 below).

c. If acceptable, verify and assign proper accounting/distribution code to each item entry.

d. If Capital funds are involved, sign and date Purchase Requisition in Box #24 and forward Purchase Requisition to General Development Department (proceed to step 5 below).

e. If Capital funds are not involved, then sign and date in Box #25, and forward Purchase Requisition as follows:

   i. If under $10,000, forward to Procurement Division or Professional Services/ Contracts (as applicable) (proceed to step 6, or B(2) below, as applicable);

   ii. If $10,000 or more, acquire approvals in accordance with Financial Approval Authorization, FI-02-RC, and submit to Procurement Division or Professional Services/ Contracts (as applicable) (proceed to step 6, or B(2) below, as applicable).

f. Maintain a record of all Purchase Requisitions and purchases of Materials and Services to ensure that budget limitations are not exceeded.

Requisitioner/User (upon rejection of Purchase Requisition from Budget Authority)

4. a. Forward revised Purchase Requisition and additional information, if any, to Budget Authority for approval.

b. Provide all additional information/revise submitted Purchase Requisition as requested by Budget Authority.

c. Retain revised copy of Purchase Requisition and copies of all additional documents or information being attached to the revised Purchase Requisition, if any, and maintain in respective procurement file.

General Development Department

5. a. Review Purchase Requisition received from Budget Authority for completeness and accuracy including required signatures, identification of proper account/distribution code(s), and attachment of memorandums and supporting evidence, as applicable.

   b. If Purchase Requisition, or any required attachments, are incomplete, incorrect, insufficient (in General Development Department's discretion) or reflect improper account/distribution code(s), coordinate with Requisitioner/User, DBE Administration and/or Budget Authority, as applicable, to correct/supplement Purchase Requisition.

   c. If Purchase Requisition is acceptable, sign and date in Box #25, and forward Purchase Requisition to, Procurement Department or Professional Services/ Contracts Division (as applicable) (if Emergency Requisition, proceed to step B(2) below, otherwise proceed to step 6 below).

Procurement Division or Professional Services/ Contracts Division (as applicable)

6. a. Review Purchase Requisition received from Budget Authority or General Development Department (as applicable).

   b. If Purchase Requisition, or any required attachments, are incomplete, incorrect, insufficient (in Procurement Division's or Professional Services/ Contracts Division's (as applicable) discretion) or reflect improper account/distribution code(s), coordinate with Requisitioner/User, DBE Administration, Budget Authority and/or General Development Department, as applicable, to correct/supplement the Purchase Requisition.

   c. If Purchase Requisition is acceptable, first determine whether requested Materials and/or Services may be procured by Direct Purchase or by Procurement Card pursuant to applicable procurement policies and procedures (see above) and, if so, coordinate with Requisitioner/User in directly procuring the requested Materials and/or Services.

   d. If Purchase Requisition is acceptable and requested Materials and/or Services may not be procured by Direct

Purchase or by Procurement Card:

i. approve Purchase Requisition;

ii. as necessary, forward approved pink copy of Purchase Requisition to DBE Administration for their records (proceed to step 2 above);

iii. enter Purchase Requisition into Purchase Order system (See Materials Management Department User Manual); and

iv. assign Procurement Agent.

7. Coordinate with Requisitioner/User regarding the status of the procurement of the requested Materials and/or Services by Procurement Agent.

a. Retain a copy of all processed Purchase Requisitions, and all other documents or information submitted with respect to a Purchase Requisition (if any), and maintain in respective procurement file.

B. EMERGENCY REQUISITION OF MATERIALS AND/OR SERVICES

Responsibility	Action
Requisitioner/User	1. a. Identify a need for Materials and/or Services directly related to the provision of Public Transportation Services by Metra or a Transportation Agency for which: (i) the Executive Director has made a written determination that an emergency situation exits which requires immediate delivery of such requested Materials and/or Services; and (ii) the subject emergency situation is not directly or indirectly caused by, or otherwise the result of, the actions or inaction of the Requisitioner/User or any other person under his/her direction.
	b. With respect to requested Materials, determine if the desired Materials are already available by accessing the Materials System.
	c. Prepare a Purchase Requisition(s) for needed Materials and/or Services which are not otherwise already available.
	d. If Purchase Requisition Continuation Page (RC73A)

(See Exhibit III, Page 2) is required, complete and staple Purchase Requisition Continuation Page to Purchase Requisition form to prevent loss and to maintain sequence.

e. Prepare written memorandum with supporting evidence, explaining the emergency situation and justifying the immediate need for the requested Materials and/or Services.

f. Have explanatory memorandum signed by the Manager of the applicable department, division, or office, or the Deputy Executive Director, if appropriate, and the Executive Director.

g. Attached memorandum to Purchase Requisition and forward to Budget Authority (proceed to steps A(3) through A(5) above).

h. Retain gold copy of Purchase Requisition and copies of all other documents or information being attached to Purchase Requisition, if any, and maintain in respective procurement file.

Procurement Division or Professional Services/ Contracts Division (as applicable)

2. a. Review Purchase Requisition received from Budget Authority or General Development Department (as applicable).

b. If Purchase Requisition, or any required attachments, are incomplete, incorrect, insufficient (in Procurement Division's or Professional Services/ Contracts Division's (as applicable) discretion) or reflect improper account/distribution code(s), coordinate with Requisitioner/User, DBE Administration, Budget Authority and/or General Development Department, as applicable, to correct/supplement Purchase Requisition.

c. If Purchase Requisition is acceptable, first determine whether requested Materials and/or Services may be procured by Direct Purchase or by Procurement Card pursuant to applicable procurement policies and procedures (see above) and, if so, coordinate with Requisitioner/User in directly procuring the requested Materials and/or Services.

d. If Purchase Requisition is acceptable and requested

Materials and/or Services may not be procured by Direct Purchase or by Procurement Card:

i. approve Purchase Requisition;

ii. as necessary, forward approved pink copy of Purchase Requisition to DBE Administration for their records (proceed to step 2 above);

iii. enter Purchase Requisition into Purchase Order system (See Materials Management Department User Manual);

iv. assign Procurement Agent; and

v. assign top priority to the processing of the Purchase Requisition and the procurement of the requested Materials/Services.

e. Coordinate with Requisitioner/User regarding the status of the procurement of the requested Materials and/or Services by Procurement Agent.

f. Retain a copy of all processed Purchase Requisitions, memorandums evidencing emergency conditions (and supporting documentation), and all other documents or information submitted with respect to a Purchase Requisition (if any), and maintain in respective procurement file.

VI. EXHIBITS

Exhibit I: Purchase Requisition and Purchase Requisition Instructions

Exhibit II: Circular 4220.1F

R 104893

PURCHASE REQUISITION

USE TYPEWRITER OR BALLPOINT.
IF BALLPOINT IS USED, PRESS FIRMLY.

1. PROCUREMENT NO./SALE NO.

2. DATE __/__/__

3. DELIVERY/PICK-UP REQUIRED BY __/__/__

4. BUYER

5. CHECK ALL APPLICABLE:
- ☐ STANDARD PURCHASE (P)
- ☐ SOLE SOURCE (S)
- ☐ CAPITAL FUNDED (U)
- ☐ PROFESSIONAL SERVICES (E)
- ☐ REPAIR & RETURN (R)
- ☐ UNIT EXCHANGE (X)
- ☐ CONSTRUCTION (C)
- ☐ MASTER AGREEMENT (M)
- ☐ WARRANTY (W)
- ☐ SALE (Q)
- ☐ AMENDMENT (A)
- ☐ CHANGE ORDER (O)
- ☐ BLANKET PURCHASE ORDER (B)
- BPO/BSO TYPE = ☐ – STOCK ☐ – NON-STOCK
- BPO/BSO EFFECTIVE DATE __/__/__
- ESTIMATED NO. RELEASES ___
- NO. RELEASING SITES __

6. LOCATION:
- ☐ 2067 W. 123rd St. (01) Attn: Storekeeper Blue Island, IL 60406
- ☐ 2741 W. Grand Ave. (02) Attn: Storekeeper Chicago, IL 60612
- ☐ 14th St. East of Indiana (03) Attn: Storekeeper Chicago, IL 60605
- ☐ 147 W. 47th St. (04) Attn: Storekeeper Chicago, IL 60609
- ☐ 127th & Indiana Ave. (05) Attn: Storekeeper Chicago, IL 60628
- ☐ 547 W. Jackson Blvd. (06) Attn: Admin. Services 12 Floor East Chicago, IL 60661
- ☐ Other

☐ 9. EMERGENCY REQUISITION APPROVAL _____

10. FINAL INSPECTION DEPARTMENT

11. SUGGESTED SOURCES (NAME, ADDRESS AND TELEPHONE NUMBER):

A.

B.

C.

12. PREVIOUS P.O. #/S.O. #

13. ITEM	ACCOUNTING/DISTRIBUTION CODE [ORGANIZATION] [ACCT. DISTRIB. CODE] [PROJECT #]	15. %	16. QTY.	17. U/M	18. METRA PART #	19. STATUS	20. DESCRIPTION	21. EST. UNIT PRICE	22. EXTENSION	23. LOC.
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__
	___-_____-_____-_____			__	___-_____-__	__				__

24. REQUISITIONING DEPARTMENT: _____

REQUISITIONER SIGNATURE

APPROVED (DEPT. MGR.)

25. REQUISITION APPROVED: BUDGET CHECKED, & AUTHORITY TO EXPEND FUNDS/TO SELL GRANTED BY:

SIGNATURE/PRINTED NAME/DATE

26. APPROVED FOR PROCESSING

DIRECTOR OF PROCUREMENT/DATE
OR DIRECTOR OF PROFESSIONAL SERVICES/CONTRACTS

27. ESTIMATED TOTALS:

PAGE 1 OF _____

RC73 (7/92)

PROCUREMENT

PU-02-RC73
Exhibit I
Page 1 of 5

Metra

PURCHASE REQUISITION CONTINUATION PAGE

USE TYPEWRITER OR BALLPOINT.
IF BALLPOINT IS USED, PRESS FIRMLY.

1. REQUISITION NO. R_ _ _ _ _ _ _

2. DATE _ _/_ _/_ _

13. ITEM	14. ACCOUNTING/DISTRIBUTION CODE [ORGANIZATION] [ACCT. DISTRIB. CODE] [PROJECT #]	15. %	16. QTY. NEEDED	17. U/M	18. METRA PART #	19. STATUS	20. DESCRIPTION	21. EST. UNIT PRICE	22. EXTENSION	23. SHIP TO
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _
	_ _-_ _ _ _-_ _ _ _ _ _ _ _-_ _ _ _ _ _			_ _	_ _-_ _ _ _ _ _-_ _	_				_ _

RC73A (7/91)

PROCUREMENT

PAGE _____ OF _____

PU-02-RC73
Exhibit I
Page 2 of 5

Instructions for completing the Purchase Requisition form (RC-73)

BLOCK #

1. Leave blank. Procurement or Professional Services/Contracts Division will assign the Procurement number.

2. Enter current date.

3. Enter the desired delivery date for the needed items; DO NOT USE "ASAP" or other indefinite entries. Allow reasonable time for processing.

4. Leave blank. Procurement or Professional Services/Contracts Division will enter the buyer's initials that will process the requisition.

5. Check all boxes applicable. If sole source, justification should be provided in the body of the requisition and initialed, or a separate sheet should be attached. If a blanket purchase order, check if for stock (currently catalogued in Metra's Materials System) or non-stock (not currently catalogued in Metra's Materials System). Enter BPO effective date, enter estimated number of releases to be made against BPO and enter number of releasing sites.

6. Check the appropriate box where material is to be shipped or indicate an "other" location in the space provided.

7. OMIT

8. OMIT

9. Check here if an emergency requisition. Obtain required approvals. See Financial Approval Authorization, FI-02-RC.

10. Identify the Division that will conduct the final inspection of the received goods or services.

11. Enter any suggested vendors, if known.

12. List recent purchase order numbers that have been issued for the same product or service for reference purposes.

13. Enter a line item number for each item required, e.g., "1," "2," etc.

14. The Budget Authority will enter here the correct accounting distribution code numbers for each line.

15. Enter the percentage for the Account Distribution Code Number to be applied to the line item. Leave blank if Account distribution Code Number is 100%.

16. Enter the quantity required for each line item.

17. Unit of Measure (U/M). Enter abbreviation for the unit involved, matching the official listing from the Materials System. (2 letter identifier listed below)

Code	Unit of Measure	Code	Unit of Measure
BI	Bale	KG	Keg
BG	Bag	LT	Lot
BX	Box	KT	Kit
BD	Bundle	PK	Package
CN	Can	PR	Pair
CS	Case	LB	Pound
EA	Each	QT	Quart
FT	Foot	RL	Roll
GL	Gallon	ST	Set
CW	Hundred Weight	YD	Yard

18. If a catalogue item in Metra's Materials System, enter Metra stock part number.

19. Enter the status of the Metra Part., i.e. "N" for new or "R" for repair.

20. Enter concise description of each item. If catalogue item in Metra's Materials System, use description from part number catalog. If list of items is lengthy, use Purchase Requisition Continuation Page (RC73A). If Vendor/Manufacturer Name and/or Part Number is known, list same in description.

21. Enter estimated unit price for each item, if known.

22. Extend unit price by quantity.

23. Leave blank. Procurement or Professional Services will enter the computer assigned ship to location number.

24. Enter the Division/Department preparing the requisition, signature of the individual requisitioner and obtain Director's/Department Head's signature, if other than the Block 25 Budget Authority.

25. This block will be signed by the appropriate Budget Authority responsible for the accounting distribution code(s).

26. Signed by Director of Procurement or Professional Services/Contracts or designated representative for processing by their Division.

27. Estimate total.

28. Enter the appropriate page numbers.

If additional lines are needed for requisitioning items, obtain a Purchase Requisition Continuation Page (RC73A), and complete per the following instructions.

1. Purchase Requisition Number.
2. Enter the current date.

The remainder of the form is completed in the same manner as Blocks 13 through 21 of the Purchase Requisition form (RC73). When the RC73A has been completed, attach to the appropriate RC73 by stapling it to the extreme upper left-hand corner.

U.S. Department
of Transportation

**Federal Transit
Administration**

CIRCULAR

FTA C 4220.1F

November 1, 2008
Rev. 1, April 14, 2009
Rev. 2, July 1, 2010
Rev. 3, February 15, 2011

Subject: THIRD PARTY CONTRACTING GUIDANCE

1. PURPOSE. This circular provides contracting guidance for recipients of Federal assistance awarded by the Federal Transit Administration (FTA) when using that Federal assistance to finance its procurements (third party contracts). This revision incorporates the new procurement provisions of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and includes the most current available guidance for the Federal public transportation program as of the date of publication.

2. CANCELLATION. This circular cancels FTA Circular 4220.1E, "Third Party Contracting Requirements," dated 06-19-03.

3. AUTHORITY. Federal Transit Laws, Title 49, United States Code, Chapter 53.

4. WAIVER. FTA reserves the right to waive any provision of this circular to the extent permitted by Federal law or regulation.

5. FEDERAL REGISTER NOTICE. In conjunction with publication of this circular, a *Federal Register* notice was published on September 30, 2008 (73 FR 56896), addressing comments received during the development of the circular.

6. AMENDMENTS TO THE CIRCULAR. FTA reserves the right to update this circular due to changes in other revised or new guidance and regulations that undergo notice and comment, without further notice and comment on this circular. FTA will post updates on our Web site: **http://www.fta.dot.gov/.** The Web site allows the public to register for notification when FTA issues *Federal Register* notices or new guidance; visit the Web site and click on "Sign-up for e-mail updates."

7. ACCESSIBLE FORMATS. This document is available in accessible formats upon request. To obtain paper copies of this circular as well as information regarding these accessible formats, telephone FTA's Administrative Services Help Desk, 202-366-4865. Individuals with hearing impairments may contact the Federal Relay Service, 1-800-877-8339 for assistance with the call.

James S. Simpson
Administrator

THIRD PARTY CONTRACTING GUIDANCE

TABLE OF CONTENTS

CHAPTER — PAGE

I. INTRODUCTION AND ROLE OF THE FEDERAL TRANSIT ADMINISTRATION I–1
1. The Federal Transit Administration (FTA) I–1
2. Authorizing Legislation I–1
3. How to Contact FTA I–1
4. Background I–2
5. Definitions I–2
6. FTA's Role I–8

II. APPLICABILITY II–1
1. Legal Effect of the Circular II–1
2. Applicability of the Circular II–1
3. Federal Laws and Regulations II–8
4. State and Local Laws and Regulations II–10

III. THE RECIPIENT'S RESPONSIBILITIES III–1
1. Written Standards of Conduct III–1
2 Self-Certification III–1
3. Third Party Contracting Capacity III–1
4. Audit III–7
5. Fraud III–7

IV. THE RECIPIENT'S PROPERTY AND SERVICES NEEDS AND FEDERAL REQUIREMENTS AFFECTING THOSE NEEDS IV–1
1. Determining the Recipient's Needs IV–1
2. Federal Requirements That May Affect a Recipient's Acquisitions . IV–3

V. SOURCES V–1
1. Force Account V–1
2. Shared Use V–1
3. Joint Procurement V–1
4. State or Local Government Purchasing Schedules or Purchasing Contracts V–2
5. Federal Excess and Surplus Property V–2
6. Federal Supply Schedules V–2
7. Existing Contracts V–4
8. The Open Market V–9

CHAPTER PAGE

VI. PROCEDURAL GUIDANCE FOR OPEN MARKET PROCUREMENTS VI–1
1. Competition Required VI–1
2. Solicitation Requirements and Restrictions VI–2
3. Methods of Procurement VI–7
4. Eligible Costs VI–20
5. Incentive Costs and Payments VI–20
6. Cost Analysis and Price Analysis VI–20
7. Evaluations VI–22
8. Contract Award VI–23

VII. PROTESTS, CHANGES AND MODIFICATIONS, DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS VII–1
1. Protests VII–1
2. Changes and Modifications VII–4
3. Disputes VII–5
4. Claims and Litigation VII–7
5. FTA Participation in Settlements, Arbitration Awards, and Court Awards VII–8

APPENDICES

APPENDIX A REFERENCES A–1

APPENDIX B FTA REGIONAL AND METROPOLITAN OFFICE CONTACT INFORMATION B–1

APPENDIX C THIRD PARTY CONTRACTING CHECKLISTS 1

APPENDIX D PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES 1

INDEX SUBJECT AND LOCATION IN CIRCULAR

I. CHAPTER I

INTRODUCTION AND ROLE OF THE FEDERAL TRANSIT ADMINISTRATION

1. THE FEDERAL TRANSIT ADMINISTRATION (FTA). FTA is one of ten modal administrations within the U.S. Department of Transportation (DOT) and is headed by an Administrator who is appointed by the President of the United States. FTA administers its programs and carries out its other activities through its headquarters office in Washington, DC, ten regional offices, and five metropolitan offices that assist public transportation agencies in all 50 States, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, Northern Mariana Islands, American Samoa, and in federally recognized Indian tribal areas.

   Public transportation includes, but is not limited to, transportation by buses, subways, light rail, commuter rail, monorail, passenger ferry boats, trolleys, inclined railways, people movers, and vans. Public transportation may be either fixed-route or demand-response service. The Federal Government, through FTA, provides financial assistance to develop new public transportation systems and improve, maintain, and operate existing systems. FTA oversees thousands of federally assisted projects to hundreds of State and local public transportation providers, primarily through its ten regional offices. Each FTA recipient is responsible for managing its programs and projects in compliance with applicable Federal requirements, and FTA is responsible for ensuring that recipients comply with those requirements.

2. AUTHORIZING LEGISLATION. Most Federal transit laws are codified at 49 U.S.C. Chapter 53. Authorizing legislation is substantive legislation enacted by Congress that establishes or continues the legal operation of a Federal program or agency. Congress has amended FTA's authorizing legislation every four to six years. FTA's most recent authorizing legislation is the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act, 2008, Public Law 110-244, June 6, 2008. SAFETEA-LU authorizes FTA programs from Federal Fiscal Year 2006 through Federal Fiscal Year 2009. Revisions to this edition of the circular encompass the SAFETEA-LU changes to Federal transit law and changes required by other laws that have become effective since FTA last issued this circular in 2003.

3. HOW TO CONTACT FTA. FTA's regional and metropolitan offices are responsible for providing financial assistance to FTA recipients and overseeing the implementation of most FTA programs. Certain programs, however, are the responsibility of FTA headquarters. You should direct inquiries to either the regional or metropolitan office responsible for the geographic area in which you are located. *See*, Appendix B for contact information.

For further information, visit the FTA Web site: **http://www.fta.dot.gov** or contact FTA headquarters at the following address and phone number:

Federal Transit Administration
Office of Communication and Congressional Affairs
1200 New Jersey Avenue, SE
Washington, DC 20590
Phone: 202-366-4043
Fax: 202-366-3472

4. BACKGROUND. Because FTA awards a substantial amount of Federal assistance to support public transportation through its grants and cooperative agreements, Federal laws and regulations require FTA to ensure that its recipients use that Federal assistance prudently and in compliance with all applicable Federal requirements. While FTA's enabling legislation includes several provisions governing recipient procurements financed with FTA assistance (third party contracts), other government-wide Federal requirements seek to ensure fair and economical procurements when Federal assistance is expended.

5. DEFINITIONS. All definitions in 49 U.S.C. Section 5302 apply to this circular. The following additional definitions are provided:

   a. Approval, Authorization, Concurrence, Waiver means a deliberate written statement (transmitted in typewritten hard copy or in an electronic format or medium) of a Federal Government official authorized to permit the recipient to take or omit an action required by the Grant Agreement or Cooperative Agreement for the Project, Master Agreement, or this circular, which action may not be taken or omitted without that permission. Except to the extent that FTA determines otherwise in writing, that approval, authorization, concurrence, or waiver permitting the performance or omission of a specific action does not constitute permission to perform or omit other similar actions. An oral permission or interpretation has no legal force, authority, or effect.

   b. Best Value describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a premium price. A "premium" is the difference between the price of the lowest priced proposal and the one that the recipient believes offers the best value. The term "best value" also means the expected outcome of an acquisition that, in the recipient's estimation, provides the greatest overall benefit in response to its material requirements. To achieve best value in the context of acquisitions for public transportation purposes, the evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. While FTA does not mandate any specific evaluation factors, the recipient must disclose those factors in its solicitation. Evaluation factors may include,

but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. This definition is intended neither to limit nor to dictate qualitative measures a recipient may employ, except that those qualitative measures must support the purposes of the Federal public transportation program.

c. Cardinal Change means a major deviation from the original purpose of the work or the intended method of achievement, or a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract.

d. Change Order means an order authorized by the recipient directing the contractor to make changes, pursuant to contract provisions for such changes, with or without the consent of the contractor.

e. Common Grant Rules, for purposes of this circular, means:

(1) DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, which apply to Federal grants and cooperative agreements with governmental recipients of Federal assistance including Indian tribal governments, and

(2) DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 CFR Part 19, which apply to Federal grants and cooperative agreements with non-governmental recipients of Federal assistance.

f. Constructive Change means an act or omission by the recipient that, although not identified by a "change order," does in fact cause a change in the contract work.

g. Contract means a mutually binding legal relationshipobligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the recipient to an expenditure and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to) awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. Contracts do not include grants and cooperative agreements covered by 31 U.S.C. 6301, *et seq*.

h. Cooperative Agreement means an instrument by which FTA awards Federal assistance to a specific recipient to support a particular project in which FTA takes an active role or retains substantial control, as described in 31 U.S.C. Section 6305.

i. Design-Bid-Build Project means a construction project under which a recipient commissions an architect or engineer to prepare drawings and specifications under a design services contract, and separately contracts for construction, by engaging the services of a contractor through sealed bidding or competitive negotiations to complete delivery of the project.

j. Design-Build Project, as defined in 49 U.S.C. Section 5325(d)(1), means (1) a project under which a recipient enters into a contract with a seller, firm, or consortium of firms to design and build a public transportation system, or an operable segment of such system, that conforms to specific performance criteria; and (2) may include an option to finance, or operate for a period of time, the system or segment or any combination of designing, building, operating, or maintaining such system or segment. Apart from the definition at 49 U.S.C. Section 5325(d)(1), a "design-build project" also means a construction project under which a recipient enters into a contract with a seller, firm, or consortium of firms both to design and construct a public transportation facility that is the subject of the project.

k. Electronic Commerce (E-Commerce) consists of electronic techniques for accomplishing business transactions including electronic mail or messaging, World Wide Web internet technology, electronic bulletin boards, purchase cards, electronic funds transfer, electronic signatures, and electronic data interchange.

l. Force Account means the recipient's own labor forces and equipment, as discussed in this circular in the context of performing project work.

m. FTA means the Federal Transit Administration.

n. Full and Open Competition means that all responsible sources are permitted to compete.

o. Governmental Recipient means a recipient that must comply with the Common Grant Rule at 49 CFR Part 18. This includes a State or local government or a federally recognized Indian tribal government, as defined in this section of this Chapter.

p. Grant means the instrument by which FTA awards Federal assistance to a specific recipient to support a particular project in which FTA does not take an active role or retain substantial control, as described in 31 U.S.C. Section 6304.

q. Indian Tribal Government means the governing body or a governmental agency of any Indian tribe, band, nation, or other organized group or community, including any Native village as defined in Section 3 of the Alaska Native Claims Settlement Act, 43 U.S.C. Section 1602, certified by the Secretary of the Interior as eligible for the special programs and services provided by him or her through the Bureau of Indian Affairs.

r. Joint Procurement (sometimes informally referred to as "cooperative procurement") means a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity, even if expressed as a total minimum and total maximum. Unlike a State or local government purchasing schedule or contract, a joint procurement is not drafted for the purpose of accommodating the needs of other parties that may later choose to participate in the benefits of that contract.

We recognize that some will use the term "cooperative procurement" informally to refer to arrangements we designate as "joint procurement." We also recognize that this may cause confusion with the very different arrangements for the U.S. General Services Administration's (GSA) "Cooperative Purchasing Program" and with similar State or local government purchasing programs that the State or local government might refer to as "cooperative."

s. Local Government means a county, municipality, city, town, township, local public authority (including any public and Indian housing agency under the United States Housing Act of 1937) school district, special district, intrastate district, council of governments (whether or not incorporated as a nonprofit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government. This term does not include a local public institution of higher education.

t. Master Agreement means the FTA document incorporated by reference and made part of FTA's standard grant agreements and cooperative agreements, that contains the standard terms and conditions governing the administration of a project supported with Federal assistance awarded by the FTA.

u. Modification means any written change to the terms of a contract.

v. Non-Governmental Recipient means a recipient that must comply with the Common Grant Rule at 49 CFR Part 19. This includes a public and private institution of higher education, a public or private hospital, and any other quasi-public or private non-profit organization such as, but not limited to, a community action agency, research institute, educational association, and health center. FTA reserves the right to apply the requirements of 49 CFR Part 19 to a commercial organization, a for-profit organization, a foreign or international organization (such as an agency of the United Nations), and an individual. The term does not include a government-owned contractor-operated facility or research center providing continued support for mission-oriented, large-scale programs that is government-owned or controlled, or is designated as a federally funded research and development center.

w. Project Labor Agreement (PLA) means an agreement between the contractor, subcontractors, and the union(s) representing workers. Under a PLA, the contractor, subcontractors, and union(s) working on a project agree on terms and conditions of employment for the project, establishing a framework for labor-management cooperation to advance the buyer's procurement interest in cost, efficiency, and quality.

x. Property, as used in this circular, includes real property consisting of land and buildings, structures, or appurtenances on land, equipment, supplies, other expendable property, intellectual property, and intangible property.

y. Public Transportation means transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include schoolbus, charter, sightseeing, or intercity bus transportation, or intercity passenger rail transportation provided by the entity described in 49 U.S.C. Chapter 243, AMTRAK, (or a successor to such entity).

z. Recipient means the public or private entity to which FTA awards Federal assistance through a grant, cooperative agreement, or other agreement. The recipient is the entire legal entity even if only a particular component of the entity is designated in the document through which FTA has awarded the Federal assistance. The term "recipient" includes "grantee," which is a "recipient" of Federal grant assistance. The term "recipient" also includes each member of a consortium, joint venture, team, or partnership awarded FTA assistance through a grant, cooperative agreement, or other agreement.

   For the purposes of this circular, "recipient" also includes any subrecipient or subgrantee of the recipient. Furthermore, a recipient is responsible for assuring that each of its subrecipients complies with the applicable requirements and standards of this circular, and that each of its subrecipients is aware of the Federal statutory and regulatory requirements that apply to its actions as a subrecipient.

   Neither a third party contractor nor a third party subcontractor is a "recipient" for purposes of this circular.

aa. Revenue Contract means a contract in which the recipient or subrecipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with a public transportation related activity, or creating business opportunities involving the use of FTA assisted property.

bb. State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands, or any agency or instrumentality of a State exclusive of local governments. "State" does not include any public and Indian housing agency under the United States Housing Act.

cc. State or Local Government Purchasing Schedule or Purchasing Contract means an arrangement that a State or local government has established with multiple vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities and others it might include in its programs, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the GSA's Cooperative Purchasing Program available for Federal Government use. If, at a later date, the State or local government permits others to use its schedules, the State or local government might seek the agreement of the vendor to provide the listed property or services to others with access to the schedules. In the alternative the State or local government establishing the schedules might permit the vendor to determine whether or not it wishes to provide others the same contractual arrangement it affords the State or local government that has established the schedules.

We recognize that some will use the term "cooperative" in reference to these State and local programs, possibly because they are somewhat similar to GSA's "Cooperative Purchasing Program." These programs are distinct from "Joint Procurement" as defined this Chapter.

dd. Third Party Contract refers to a recipient's contract with a vendor or contractor, including procurement by purchase order or purchase by credit card, which is financed with Federal assistance awarded by FTA.

ee. Unsolicited Proposal means a proposal that is:

(1) Innovative and unique,

(2) Independently originated and developed by the offeror,

(3) Prepared without the recipient's supervision, endorsement, direction, or direct involvement,

(4) Sufficiently detailed that its benefits in support of the recipient's mission and responsibilities are apparent,

(5) Not an advance proposal for property or services that a recipient could acquire through competitive methods, and

(6) Not an offer responding to a recipient's previously published expression of need or request for proposals.

ff. Value Engineering means the systematic application of recognized techniques that identify the function of a product or service, establish a value for that function, and provide the necessary function reliably at the lowest overall cost. In all instances, the

required function should be achieved at the lowest possible life-cycle cost consistent with requirements for performance, maintainability, safety, security, and aesthetics.

6. FTA'S ROLE. Consistent with the Common Grant Rules' directions to Federal agencies not to substitute their judgment for that of their recipients, FTA does not substitute its judgment for that of its recipients by making third party contract decisions for its recipients. FTA's role in third party procurements complies with the principles of Executive Order No. 13132, "Federalism," August 4, 1999, 5 U.S.C. Section 601 note. The Executive Order directs Federal agencies to refrain from substituting their judgment for that of their State recipients unless the matter is primarily a Federal concern and, to the maximum extent feasible, to permit the States to establish their own standards rather than impose national standards.

   To ensure compliance with Federal procurement requirements applicable to FTA projects, FTA will continue to provide guidance and technical assistance to its recipients consistent with its Federal oversight responsibilities.

   a. Reliance on the Recipient's Self-Certification. FTA recognizes that most FTA recipients have experience with the third party contracting requirements of the Common Grant Rules. Therefore, FTA will rely primarily on the recipient's annual "self-certification" (usually submitted in the first quarter of each Federal fiscal year) that its procurement system complies with FTA requirements and that the recipient has the technical capacity to comply with Federal procurement requirements. FTA requests each recipient to "self-certify" its procurement system as part of its Annual Certifications and Assurances.

      To preclude unnecessary delay of recipient procurements, FTA generally does not conduct preaward reviews of third party contracts or contract specifications as envisioned in the Common Grant Rules, 49 CFR Section 18.36(g)(2) and 49 CFR Section 19.44(e). Instead, FTA relies heavily on the recipient's self-certification of its procurement system.

      FTA, however, will review compliance with this circular as part of its routine oversight responsibilities. If FTA becomes aware of circumstances that might invalidate a recipient's self-certification, FTA will investigate and recommend appropriate measures to correct the recipient's deficiencies.

   b. Third Party Contract Reviews. Although the Common Grant Rules authorize FTA to conduct preaward reviews, FTA relies on the validity of the recipient's self-certification rather than on preaward review of third party contracts as a whole (except for certain reviews of portions of rolling stock procurements). FTA will rely on periodic, post-award reviews to ensure that the recipient complies with Federal requirements and standards. Should a recipient fail to self-certify its procurement system, however, FTA reserves the right to conduct preaward reviews as provided by the Common Grant

Rules. Even if a recipient self-certifies its procurement system, the recipient still may request FTA's preaward review of specific procurements as part of FTA's technical assistance program. Conversely, if FTA seeks to review the record of a particular procurement, the recipient must make its procurement documents available for FTA's preaward or post-award review.

c. Procurement System Reviews. Under 49 U.S.C. Section 5307(i), a recipient may request the Secretary of Transportation to approve its procurement system, and FTA may approve that procurement system if it complies with Federal requirements. As required by 49 U.S.C. Section 5307(h), FTA must perform reviews and evaluations of the Urbanized Area Formula Program, including full reviews and evaluations of the performance of each recipient that implement Urbanized Area Formula projects, with specific reference to the recipient's compliance with statutory and administrative requirements.

   Accordingly, FTA will perform procurement system reviews as part of its on-going project oversight responsibilities and will perform procurement system reviews for Urbanized Area Formula Program recipients that self-certify their procurement systems. To assist the recipient in improving its procurement practices, FTA may recommend certain "best practices." In those situations, FTA will identify its recommendations as "advisory." For more information, see FTA's "Procurement Reviews," guidance at the FTA Web site: **http://www.fta.dot.gov/funding/oversight/grants_financing_100.html.**

d. Audits. FTA may perform, contract for, or instruct the recipient to obtain specific audits of particular third party contracts to determine whether payments were made in conformance with the terms of the contract, or for other purposes.

e. Training and Technical Assistance. FTA provides procurement training and technical assistance at both regional and national levels by offering various instructional courses, by conducting regional technical assistance conferences, and by providing assistance by a contractor as needed.

f. Master Agreement. From the inception of its electronic award system in Fiscal Year 1995, FTA has incorporated by reference and made part of each FTA grant and FTA cooperative agreement a Master Agreement that FTA issues annually. Along with the standard terms and conditions governing an FTA assisted project, the most recent FTA Master Agreement, typically issued at the beginning of each Federal fiscal year, contains references to substantially all FTA and other cross-cutting Federal laws and regulations that may apply to a federally assisted project. Several of these Federal requirements must be included in third party contracts to the lowest tier necessary, and others will have a direct or indirect effect on the recipient's third party contracts, and therefore should be included in those third party contracts.

g. "Best Practices Procurement Manual" (BPPM). FTA's "Best Practices Procurement Manual" (BPPM) provides suggested procedures, methods, and examples to advise a recipient how it might conduct its third party procurements in compliance with Federal laws and regulations and FTA Circular 4220.1F guidance. These procedures, methods, and examples are based on the Federal acquisition process, U.S. Comptroller General Decisions, and "Best Practices" of recipients of FTA assistance and others in the industry, and FTA encourages recipients to adopt them as needed. Although the BPPM can be a good resource for the recipient to use in conducting FTA assisted procurements, it is not the source of any FTA or Federal requirements and, as such, is not binding on FTA recipients although the underlying Federal laws and regulations from which the BPPM's advice and recommendations are derived will apply. As such, the text of the BPPM is not and should not be treated as an official description of any FTA or Federal requirement. Moreover, although FTA does revise and update the BPPM periodically, FTA cautions each recipient that relying solely on the BPPM may not ensure compliance with all applicable FTA and Federal requirements. You can obtain access to the BPPM at the FTA Web site: **http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6037.html.**

h. Third Party Procurement Helpline. This Helpline at the FTA Web site provides another resource through which you may submit your third party contracting questions to FTA. To do so, access the FTA Web site: **http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6040.html**.

i. "Frequently Asked Questions." To review the Frequently Asked Questions pertaining to third party contracting, access the FTA Web site: **http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6039.html**.

j. FTA Offices. You may also contact your FTA regional or metropolitan office or FTA's Office of Administration for assistance. You can find a list of FTA's regional and metropolitan offices in Appendix B of this document.

II. CHAPTER II

APPLICABILITY

1. LEGAL EFFECT OF THE CIRCULAR. The Federal Transit Administration (FTA) has developed this circular to assist its recipients and their subrecipients in complying with the various Federal laws and regulations that affect their FTA assisted procurements. FTA considers this circular, in its entirety, to be a guidance document. While this guidance itself does not have the force and effect of Federal law or regulation, it does contain information about Federal laws and regulations for which compliance is mandatory when applicable.

   As guidance, this circular attempts to describe how a recipient or subrecipient of FTA assistance can comply with those Federal requirements. In some cases, this guidance describes the single method by which an FTA recipient or subrecipient can comply with a specific Federal legal or regulatory requirement. In other cases, Federal laws, regulations, and this guidance provide more flexibility. As guidance, this circular also expresses FTA's preferences about how the procurements it supports should be undertaken. FTA's Master Agreement reflects FTA and the recipient's agreement that FTA's third party contracting circular will apply to its third party contracts. As a guidance document, this circular does not waive any requirements of Federal statutes or regulations restated herein except as permitted by their terms.

   Because this circular is guidance, FTA is willing to consider methods of compliance with Federal laws and regulations other than those described therein. If a recipient identifies an alternative method for complying with an applicable Federal statute and regulation, it may contact FTA before employing that method to ensure that FTA agrees with the alternative proposed. While FTA's prior concurrence is not required, FTA reserves the right to decline to participate in the costs of third party procurements that fail to comply with Federal laws, regulations, or the terms of the recipient's underlying grant or cooperative agreement.

2. APPLICABILITY OF THE CIRCULAR. Unless FTA determines otherwise in writing, this guidance applies when the recipient uses FTA assistance to support its procurements.

   a. Participants in FTA Assisted Procurements. Whether and how the circular applies to a specific participant in an FTA assisted project depends on its relationship to the particular FTA assisted procurement:

      (1) Recipients of FTA Grants or Cooperative Agreements. The circular applies to each FTA recipient of Federal assistance, including each grantee and recipient of Federal assistance under a cooperative agreement or an "other agreement" (whether an individual entity or member of a consortium, joint venture, team, or

partnership) when it uses FTA assistance for third party contracts. The extent to which the provisions of this circular apply to a recipient depends on whether the recipient is a State or other than a State.

(a) States. When procuring property and services under a grant or cooperative agreement, a State may use the same procurement policies and procedures that it uses for acquisitions not financed with Federal assistance. At a minimum, the State must comply with the federally mandated requirements on contract term limitations for revenue vehicle purchases, competition, prohibitions against geographic preferences, procurement of architectural engineering (A&E) services, and awards to responsible contractors. The State must also ensure that each purchase order and contract financed with FTA assistance includes all provisions required by Federal statutes and their implementing regulations.

1 Governmental Subrecipients of the State. Each State and its governmental subrecipients may use State procurement procedures for their third party contracts. Only those provisions of this circular and the sections of the Common Grant Rule for governmental recipients, 49 CFR Part 18, applicable to the State will apply to procurements by the State's governmental subrecipients.

2 Private Non-Profit Subrecipients of the State. In contrast, the provisions of this circular and the Common Grant Rule for non-governmental recipients, 49 CFR Part 19, will apply to a private non-profit subrecipient of a State.

(b) Recipients and Subrecipients that are not States. This circular applies to third party contractors and subcontractors of all other FTA recipients and their subrecipients, including regional public transportation authorities, that are not a State. Even though a recipient or subrecipient is not a State, it may use its own procurement procedures, if those procedures conform to applicable Federal law and regulations, including the applicable Common Grant Rule.

(2) Subrecipients of FTA Assistance. This circular also applies to each subrecipient, including each subgrantee (a type of subrecipient), under an FTA grant or cooperative agreement) that enters into contracts with other parties financed with FTA assistance.

(3) Recipients of Both Federal Assistance Awarded by FTA and Funds Provided by Another Federal Agency. An FTA recipient that also uses funding provided by another Federal agency or agencies for a third party procurement also supported with FTA assistance must comply with the third party contracting requirements of both FTA and each additional Federal agency providing Federal assistance. If

compliance with all Federal requirements is impossible, the recipient should notify the FTA Chief Counsel for resolution. If an FTA recipient finances an acquisition with funding provided by another Federal agency but not with FTA assistance, this circular would not apply to that procurement.

(4) Recipients of "Other Agreement" Assistance. For "other agreements" authorized by 49 U.S.C. Section 5312(a) for research, development, demonstration, and deployment projects or by 49 U.S.C. Section 5312(b) for joint partnership projects for the deployment of public transportation innovation, this circular may be used as an initial starting point from which to consider the Federal requirements and other provisions that should be adopted for the project, and the other standard Federal requirements that should be modified or waived to achieve FTA's and the recipient's objectives.

(5) Third Party Contractors and Subcontractors.

(a) Status. Neither third party contractors nor third party subcontractors are "recipients" or "subrecipients" for purposes of this circular. Consequently, third party contractors are not directly covered by this circular, the Common Grant Rules at 49 CFR Parts 18 and 19, or FTA's "Best Practices Procurement Manual" (BPPM) in awarding their subcontracts.

(b) Effect of Federal Requirements. However, each third party contractor and subcontractor is required to comply with the terms of its third party contract or subcontract, including requirements to extend those federally required clauses and provisions to its subcontractors at the lowest tier required. For that reason, this circular, the Common Grant Rules at 49 CFR Parts 18 and 19, and the BPPM do provide useful information to a third party contractor and third party subcontractor about the constraints under which a recipient may enter into a third party contract financed with FTA assistance.

b. Project Types and Third Party Contracts. With limited exceptions, FTA's Master Agreement reflects FTA and the recipient's agreement that FTA's third party contracting circular will apply to its third party contracts. The extent to which this circular applies to a recipient's contract depends on the character of that contract and the project which it supports.

(1) Capital Contracts. The provisions of this circular apply to most third party capital contracts except as listed below:

(a) Capital Contracts Financed Entirely Without Federal Assistance. Generally, the provisions of this circular do not apply to a recipient's capital contracts that are unrelated to an FTA assisted capital project and can be demonstrated to be entirely financed without FTA assistance or other Federal funds.

(b) Art. Procurements of art works and the services of artists are now included in this circular at Chapter IV, Subsection 4.g. These procedures are consistent with the procurement procedures of FTA Circular 9400.1A, "Federal Transit Administration Design and Art in Transit Projects," dated 06-09-95. FTA's "Best Practices Procurement Manual" still includes extensive non-binding suggestions and advice on procuring art works and the services of artists. FTA also has a Web site dedicated to art issues at **http://www.fta.dot.gov/publications/reports/other_reports/about_FTA_10641.html.**

(c) Over-the-Road Bus Accessibility Program. Section 3038 of the Transportation Equity Act for the 21st Century 1998 (TEA-21), as amended by Section 3039 of SAFETEA-LU, 49 U.S.C. Section 5310 note, authorizes the Over-the-Road Bus Accessibility Program to provide Federal assistance to private for-profit companies for the incremental costs of wheelchair lift equipment and the necessary training to implement DOT's accessibility requirements for over-the-road buses. FTA has determined that the provisions of this circular and the Common Grant Rules do not apply to the acquisition of FTA assisted property or services under that program. As a result, FTA's annual notice of availability of funds for that program does not refer to Common Grant Rule procurement requirements or this circular. The provisions of this circular and the Common Grant Rule at 49 CFR Part 19, however, apply to any over-the-road buses and related equipment for them acquired under another FTA program.

(d) Real Property. Procurements of real property consisting of land and any existing buildings and structures on that land are generally beyond the scope of this circular. Real property acquisition is addressed in DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR Part 24, implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. Sections 4601 *et seq.*, which provide protections for owners and lessees of real property to be acquired as part of an FTA assisted project. More guidance is included in the most recent edition of FTA Circular 5010.1, providing "Grant Management" guidance

The third party contracting provisions of this circular, however, do apply to FTA assisted construction of buildings, structures, or appurtenances that were not on land to be used for the project when that land was acquired. The third party contracting provisions of this circular also apply to any alterations or repairs to buildings or structures existing on that land when that land was acquired or made available for the FTA assisted project.

(2) Operations Contracts. FTA has reviewed its policies with respect to operations procurements undertaken by FTA recipients and their subrecipients and has adopted the following policies:

(a) Operations Contracts Financed With FTA Assistance. The provisions of this circular continue to apply to contracts in support of a recipient's or subrecipient's operations financed with FTA assistance.

(b) Operations Contracts Financed Entirely Without FTA Assistance. FTA has determined that its third party contracting requirements will not apply to operations contracts that recipients and their subrecipients finance entirely without FTA assistance. Notwithstanding any other provision of this circular, however, a recipient that enters into third party contracts for operations or planning must comply with the requirements of DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, applicable to those contracts, regardless of how or whether it intends to use its FTA assistance for contracts or other purposes. Specifically, a recipient required to have a Disadvantaged Business Enterprise (DBE) program may not structure its operations expenditures so that an unreasonable proportion of contracts that could be performed by DBEs are removed from its DBE program. Other Federal regulations issued by FTA, DOT, or other Federal agencies may also apply a third party contractor, either directly as a covered entity or when the third party contractor is expected to perform activities on behalf of another entity or the Federal Government.

(3) Preventive Maintenance Contracts. Third party contracts for preventive maintenance are eligible for FTA capital assistance. This circular applies to a recipient's preventive maintenance contracts financed with FTA assistance. If a recipient uses its FTA assistance to support specific preventive maintenance contracts that are separate and distinct from its other maintenance or operations contracts, and if, through its accounting procedures, a recipient can allocate and trace all its Federal assistance for capital preventive maintenance to those separate and distinct preventive maintenance contracts, this circular applies only to those specific FTA assisted contracts. If, however, the recipient applies its Federal capital assistance for preventive maintenance as a percentage of its total maintenance costs, and the recipient cannot allocate all of its Federal assistance for capital maintenance to specific preventive maintenance contracts that are separate and distinct from its other maintenance or operations contracts, this circular applies to all the recipient's preventive maintenance contracts, even if specific maintenance or operations contracts were financed wholly without FTA assistance.

(4) Revenue Contracts. A revenue contract is a contract in which the recipient or subrecipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation, or creating business opportunities with the use of FTA assisted property. The recipient has broad latitude in determining the extent and type of competition appropriate for a particular revenue contract. Nevertheless, to ensure fair and equal access to FTA assisted property and to maximize revenue derived from such property, the recipient should conduct its revenue contracting as follows:

(a) Limited Contract Opportunities. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then the recipient should use a competitive process to permit interested parties an equal chance to obtain that limited opportunity.

(b) Open Contract Opportunities. If, however, one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and the recipient is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

In the case of joint development, as explained below, FTA will work with the recipient to determine appropriate procedures, as necessary.

(5) Joint Development. Many public transportation agencies form partnerships with the private sector in order to promote real estate development in and around transit facilities, which is often referred to as "joint development." Although FTA joint development projects are primarily a means to provide private capital to transit projects, joint development projects combine aspects of federally assisted construction and revenue contracting. FTA has published joint development guidance, including third party contracting guidance in a "Notice of Final Agency Guidance on the Eligibility of Joint Development Improvements under Federal Transit Law," 72 FR 5788, February 7, 2007. Section VI of the Joint Development guidance addresses FTA's third party contracting requirements.

(a) Construction Contracts. This circular applies to FTA assisted construction aspects of a joint development project.

(b) Revenue Contracts. FTA will work with the recipient on a case-by-case basis to craft approaches suitable for revenue contracts as defined in this circular. FTA's concern is that procedures used satisfy Federal statutory and regulatory

requirements for competition while preserving the benefits of joint development to the maximum possible extent.

(c) Other Contracts. If a contract between a recipient and a third party involving a joint development project is not a construction contract or a revenue contract as defined in this circular, then that contract is not covered by FTA's third party contracting provisions. For example, third party contracts to manage, operate, or maintain intercity bus or intercity rail terminals, or tenancy agreements with third party intercity bus or intercity rail operators are the types of operations contracts not covered by FTA's third party contracting provisions. Nevertheless, even in situations not covered by the third party contracting provisions, FTA generally favors full and open competition.

(6) Public-Private Partnerships. A Public-Private Partnership (PPP) is a formal contractual arrangement between a public recipient and one or more private partners establishing a mechanism for procuring property and services under which the private sector assumes some of the public sector's customary role in the planning, financing, design, construction, operation, and maintenance of a transportation facility compared to traditional procurement methods, many of which activities are generally controlled by the public sector partner. As part of FTA's interest in fostering PPPs, FTA is considering which procurement and other requirements may be modified to simplify project implementation, including procurement requirements that are redundant with private sector safeguards, incentives, and obligations. While a recipient that has not formed a PPP may use some of the contract delivery arrangements or project delivery systems listed below, FTA is considering the implications for PPPs that use the following types of contracting delivery arrangements or project delivery systems, including, but not limited to:

(a) Design-Build,

(b) Design-Build with a Warranty,

(c) Construction Manager at Risk,

(d) Design-Build-Operate-Maintain,

(e) Design-Build-Finance-Operate,

(f) Build-Operate-Transfer,

(g) Build-Own-Operate, and

(h) Full Delivery or Program Management.

For a description of these types of PPPs, see FTA "Notice of establishment of Public-Private Partnership Pilot Program; solicitation of applications," 72 FR 2583, esp. 2584, 2585-2591, January 19, 2007.

As a starting point, FTA expects the parties to the PPP to apply the requirements of this circular to FTA assisted projects they undertake. A PPP recipient seeking an exception from specific provisions of this circular should contact the FTA Project Manager. FTA will work with the recipient to craft processes as necessary to satisfy the statutory and regulatory requirements for competition when FTA assistance is used while preserving the benefits of the innovative contracting strategy proposed to the maximum possible extent.

(7) Transactions Involving Complex Financial Arrangements. If a public transportation project involves the services of an "arranger" or similar facilitator, and those services will be financed with Federal assistance or the proceeds from the use of property supported with FTA assistance, FTA expects the recipient to use competitive procedures to select the "arranger." If, however, a public transportation project involves the services of an "arranger" or similar facilitator whose services will not be financed with Federal assistance or the proceeds from the use of property acquired with FTA assistance, FTA encourages, but does not require, competition in the selection of that arranger.

FTA also encourages the recipient to impose whatever conflict of interest provisions in its contract with the arranger the recipient may believe desirable. After the arranger is selected and then develops a transaction involving FTA assisted assets, FTA requires competition to the extent permissible in view of the limitations of securities regulations.

(8) Force Account. FTA third party contracting guidance does not apply to a recipient's use of its own forces to perform project work.

3. FEDERAL LAWS AND REGULATIONS. Each recipient and subrecipient must comply with applicable Federal laws and regulations including, but not limited to, Federal transit laws at 49 U.S.C. Chapter 53, FTA regulations, and other Federal laws and regulations that contain requirements applicable to FTA recipients and their FTA assisted procurements.

a. Common Grant Rules. The following government-wide regulations (frequently referred to as the "Common Grant Rules") contain the most comprehensive Federal requirements applicable to FTA's assistance programs:

(1) Governmental Recipients. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, apply to governmental recipients (apart from institutions of higher education) and Indian tribes, and

(2) Non-Governmental Recipients. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 CFR Part 19, apply to private non-profit entities, institutions of higher education and, if FTA so determines, to private for-profit organizations.

b. Federal Acquisition Regulation. The Federal Acquisition Regulation (FAR), 48 CFR Chapter 1, does not apply to federally assisted procurements, absent Federal laws or regulations to the contrary. In the case of FTA programs, FAR Part 31 cost principles apply to grants and cooperative agreements with private for-profit entities. Audits of A&E services listed in 49 U.S.C. Section 5325 must be carried out under FAR Part 31 cost principles. In other circumstances , in the absence of specific guidance for federally assisted projects, other FAR standards might prove useful if the recipient's circumstances are suitable for application of a specific FAR provision under consideration. One major exception concerns at this time concerns the "simplified acquisition threshold." In this matter, FTA is taking the position that the FAR clause 2.101 definition of "simplified acquisition threshold," which was increased from $100,000 to $150,000, does not apply to FTA's federally assisted programs absent specific guidance from the Office of Management and Budget (OMB) or DOT, which we have not received as of February 2011. Instead FTA is continuing to use the dollar standard of the underlying original statute, establishing the simplified acquisition threshold, 41 U.S.C. Section 403(11), referred to in the Common Grant Rule for governmental recipients. But when Federal regulations or guidance is issued, FTA will implement it appropriately.

c. Other Federal Requirements. In addition to the Common Grant Rules, each FTA recipient must comply with applicable Federal transit laws and implementing regulations not addressed in the Common Grant Rules, and with other Federal cross cutting statutes and regulations that affect what a recipient may acquire.

(1) Compilation in the Master Agreement. Citations to most Federal requirements are included in the latest edition of FTA's Master Agreement, typically issued at the beginning of each Federal fiscal year, which includes comprehensive information about Federal laws and regulations that may apply to an FTA assisted project. FTA strongly encourages participants in FTA assisted projects to review the Master Agreement when making its procurement decisions. *See*, Chapter I, subsection 6.f of this circular for additional information about the Master Agreement.

(2) Conflicting Federal Requirements. Requirements of the various Federal agencies that may be involved in the project will sometimes differ, with the result that FTA expects the recipient to comply with all those differences. If compliance with all

applicable Federal requirements is impossible, the recipient should notify the FTA Chief Counsel for resolution.

d. Waivers. Requests for waivers of Federal requirements should be addressed to the Federal Transit Administrator

4. STATE AND LOCAL LAWS AND REGULATIONS. The Common Grant Rules provide that recipients and subrecipients will use their own procurement procedures that comply with applicable State and local laws and regulations, and also comply with applicable Federal laws and regulations.

   a. Inadequate State and Local Requirements. If State or local laws or regulations do not address a particular aspect of procurement adequately, Federal direct procurement principles may often (but not always) provide useful guidance.

   b. Conflicts between Federal Requirements and State or Local Requirements. If Federal requirements conflict with State or local requirements, the recipient should provide written notification promptly to either the FTA Regional Counsel for the region in which the project takes place or the FTA Assistant Chief Counsel for General Law in the case of projects administered by FTA headquarters staff. FTA will then work with the recipient to make appropriate arrangements to proceed with the project. If unsuccessful, then FTA reserves the right to amend or terminate Federal assistance for the underlying Project.

III. CHAPTER III

THE RECIPIENT'S RESPONSIBILITIES

1. WRITTEN STANDARDS OF CONDUCT. The Common Grant Rules require each recipient to maintain written standards of conduct governing the performance of its employees that are engaged in or otherwise involved in the award or administration of third party contracts.

   a. Personal Conflicts of Interest. As provided in the Common Grant Rules and in the Federal Transit Administration (FTA) Master Agreement, no employee, officer, agent, or board member, or his or her immediate family member, partner, or organization that employs or is about to employ any of the foregoing individuals may participate in the selection, award, or administration of a contract supported with FTA assistance if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of those individuals previously listed has a financial or other interest in the firm selected for award.

   b. Gifts. The recipient's officers, employees, agents, or board members may neither solicit nor accept gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The recipient may set minimum rules when the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

   c. Violations. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary action for violation of such standards by the recipient's officers, employees, agents, board members, or by contractors, subcontractors, or subrecipients or their agents.

2. SELF-CERTIFICATION. FTA expects each recipient to self-certify that its procurement system complies with Federal requirements for any FTA assisted third party contract the recipient undertakes and administers.

3. THIRD PARTY CONTRACTING CAPACITY. As part of an FTA recipient's obligation to maintain adequate technical capacity to carry out its project and comply with the Common Grant Rules, the recipient's third party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, State, and local requirements. The Common Grant Rules require the recipient to maintain a contract administration system to ensure that it and its third party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State and local requirements. Many FTA recipients assign contracting duties to technical, financial or management personnel. If the recipient lacks qualified personnel within its organization to undertake the various procurement tasks, such

as drafting specifications, evaluating contracts, or performing internal audits for the recipient, FTA expects the recipient to acquire the necessary services from sources outside the recipient's organization. When using outside sources, the recipient should take appropriate steps to prevent or mitigate organizational conflicts of interest that would result in conflicting roles that might bias a contractor's judgment or would result in unfair competitive advantage.

a. Written Procurement Procedures. The Common Grant Rule for non-governmental recipients requires the recipient to have written procurement procedures, and by implication, the Common Grant Rule for governmental recipients requires written procurement procedures as a condition of self-certification. The recipient's procurement procedures are expected to address:

(1) Solicitations. The following standards apply to solicitations:

(a) Clear Descriptions. A clear and accurate description of the technical requirements for the material, product, or service to be procured is required (discussed further in Chapter VI of this circular).

(b) Nonrestrictive Specifications. In competitive procurements, the description may not contain features that unduly restrict competition. Notably, FTA may not finance procurements that use exclusionary or discriminatory specifications (discussed further in Chapter VI of this circular).

(c) Quality Requirements. A description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, describe minimum essential characteristics and standards to which the property or services must conform if it is to satisfy the recipient's intended use (discussed further in Chapter VI of this circular).

(d) Preference for Performance Specifications. The Common Grant Rule for governmental recipients advises the recipient that "[d]etailed product specifications should be avoided if at all possible." The Common Grant Rule for non-governmental recipients advises the recipient to describe technical requirements in terms of "functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards" (discussed further in Chapter VI of this circular).

(e) Brand Name or Equal. When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of the property or services sought. The specific features or salient characteristics of the named

brand which must be met by offerors of "an equal" proposal must be clearly stated (discussed further in Chapter VI of this circular).

The Common Grant Rule for non-governmental recipients further requires (and governmental recipients should have) written procurement procedures that address:

(2) Necessity. The recipient's need for the property or services (discussed further in Chapter VI of this circular).

(3) Lease versus Purchase. The use of lease or purchase alternatives to achieve an economical and practical procurement (discussed further in Chapter IV of this circular).

(4) Metric Usage. The acceptance, to the extent practicable and economically feasible, of products and services dimensioned in the metric system of measurement (discussed further in Chapter IV of this circular).

(5) Environmental and Energy Efficiency Preferences. A preference, to the extent practicable and economically feasible, for products and services that conserve natural resources, protect the environment, and are energy efficient (discussed further in Chapter IV of this circular).

The recipient's procurement procedures should also address the following matters:

(6) Procurement Methods. What procurement methods may be used (discussed further in Chapter VI of this circular).

(7) Legal Restrictions. Any Federal, State, or local restrictions on the recipient's acquisitions (discussed further in Chapter IV of this circular).

(8) Third Party Contract Provisions. The specific third party contract provisions required for each third party contract including requirements that each third party contractor extend those provisions to its subcontractors to the extent required (discussed further in Chapter IV of this circular).

(9) Sources. The availability and use of various sources of property and services (discussed further in Chapter V of this circular).

(10) Resolution of Third Party Contracting Issues. Procedures to resolve third party contracting issues (discussed further in Chapter VII of this circular).

b. Adequate Third Party Contract Provisions. The Common Grant Rules require that all third party contracts include provisions adequate to form a sound and complete agreement. Compliance with Federal laws and regulations will usually result in the

addition of many other contract provisions to ensure compliance with those laws and regulations. *See*, Chapter IV of this circular for requirements applicable to third party contractors and the property and services those third party contractors agree to provide.

c. Industry Contracts. The recipient should take special care when using an industry developed contract or contract that may be provided by a bidder or offeror. Not only may that contract lack the required Federal provisions, but its terms may also be unfavorable to the recipient. FTA does not intend to prohibit the use of industry forms, specifications, or contract terms when their use would benefit the recipient and would accommodate Federal requirements. Instead, FTA intends to remind the recipient to use industry developed forms, specifications, or contract terms cautiously.

d. Record Keeping. The Common Grant Rules require the recipient to prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. The Common Grant Rules require the recipient to maintain these records for three years after the recipient and subrecipients, if any, have made final payment and all other pending matters are closed. The recipient must also prepare, maintain, and distribute the following documents as necessary:

(1) Procurement History. The Common Grant Rules require the recipient to maintain and make available to FTA written records detailing the history of each procurement, as follows:

(a) Procurement Method. A governmental recipient must (and a non-governmental recipient should) provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive, while a non-governmental recipient need only provide a justification for lack of competition when it does not obtain competitive bids or proposals for contracts exceeding the simplified acquisition threshold. *See,* Chapter II, Subsection 3.b for discussion of amount of simplified acquisition threshold;

(b) Contract Type. A governmental recipient must (and a non-governmental recipient should) state the reasons for selecting the contract type it used (fixed price, cost reimbursement, and so forth);

(c) Contractor Selection. A governmental recipient must state its reasons for contractor selection or rejection. FTA expects the recipient to include a justification for each noncompetitive award. For procurements exceeding the simplified acquisition threshold (formerly the small purchase threshold – *see*, Chapter II, Subsection 3.b.), a non-governmental recipient must state its reasons for contractor selection, but need not state its reasons for contractor

rejection. Each recipient should include a written responsibility determination for the successful contractor; and

(d) Cost or Price. Each recipient must evaluate and state its justification for the contract cost or price.

(e) Reasonable Documentation. The extent of documentation should be reasonable. Documents included in a procurement history should be commensurate with the size and complexity of the procurement itself. FTA recognizes that these written records will vary greatly for different procurements. For example, a receipt or bill accompanying a $100 credit card purchase might contain all of the required information to support that procurement. Procurements that are more substantial may require extensive documentation.

(2) Access to Records. Apart from the more limited record access provisions of the Common Grant Rules, 49 U.S.C. Section 5325(g) provides FTA and DOT officials, the U.S. Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

e. Special Notification Requirements for States. For many years, various Federal appropriations laws imposed notification requirements on all recipients of Federal assistance awards exceeding $500,000. Currently, notification requirements have been limited to States, but the $500,000 threshold has been removed. Therefore, each State must include provisions in all its requests for proposals, solicitations, Federal assistance applications, forms, notifications, press releases, or other publications involving FTA assistance, stating that FTA is or will be providing Federal assistance for the project, the amount of Federal assistance FTA has provided or expects to provide, and the Catalog of Federal Domestic Assistance (CFDA) Number of the program that authorizes the Federal assistance. FTA interprets the statute to require that subrecipients, lessees, or third party contractors of the State at any tier also comply with those notification requirements. Because appropriations laws expire annually and these provisions have not been enacted as permanent legislation or even appear consistently in the same appropriations acts, it is necessary to review the various Federal appropriations acts for the applicable fiscal year to determine the required level of notification. FTA's Master Agreement incorporates the notification requirements in effect when that Master Agreement is issued.

f. Use of Technology/Electronic Commerce. Along with other technology the recipient may choose to employ, the recipient may use a well-structured Electronic Commerce system to conduct third party procurements.

(1) Sufficient System Capacity. The recipient's electronic system must have sufficient system capacity necessary to accommodate all Federal requirements, including applicable accessibility requirements, for full and open competition.

(2) Written Procedures. The recipient must establish adequate written procedures before any solicitation takes place. Those procedures must be sufficient to ensure that all the information FTA requires for project administration is entered into the recipient's electronic system and can be made readily available to FTA as needed.

(3) Uses. The recipient may undertake third party procurements through:

(a) Standard Bidding and Proposal Procedures. Standard procurement procedures may be implemented through an electronic medium or resource to the extent of the system's capacity.

(b) Electronic Bidding and Reverse Auctions. FTA recipients may use electronic bidding and reverse auctions.

1 Value. Procurements with a value of $100,000 or less may be conducted through electronic bidding or reverse auctions. If permitted under State or local law, procurements with a greater value may also be conducted through electronic bidding or reverse auctions. The recipient may acquire the services of a contractor to manage electronic bidding and conduct reverse auctions.

2 Procedures. Although neither FTA nor the Office of Federal Procurement Policy have established a formal definition of "reverse auction" or formal procedures for reverse auctions for Federal Government or Federal assistance purposes, the U.S. Comptroller General has approved the following procedures for reverse auctions of less than $100,000:

a Notification. The buyer "will notify potential participants of an upcoming auction, specifying the time that the auction will start and close."

b Bid or Quote Submission. Those who choose to participate will submit bids or quotations to the online auction Web site.

c Information Displayed During the Auction. During the auction, the Web site will display the property to be inspected, the current lowest quotation, and the time remaining in the auction.

d Information Not Displayed During the Auction. The Web site will not display the names of vendors, any other identifying information, or the time at which quotations were submitted.

e Information Displayed at the End of the Auction. At the close of the auction, competing vendors will be able to view all submitted quotations, as well as the winning quotation, and a purchase order will be sent to the winning vendor.

f Information Provided at the End of the Auction. The buyer will provide the name of the winning vendor and its quotation to unsuccessful vendors, but not the identity of the unsuccessful vendors.

4. AUDIT. A third party contract audit can be an important tool for managing procurements. In addition to special audits FTA may initiate, the recipient may find it desirable to perform an audit of one or more specific third party contracts as part of its own management process. The firm performing the recipient's federally required single annual audit may also recommend the audit of a specific third party contract.

   a. The Recipient's Auditors. In some cases, the recipient has sufficient qualified personnel to perform the third party contract audits it needs. In the alternative, the recipient may engage a qualified independent accountant or accounting firm to perform its audit responsibilities.

   b. Independent Auditors. The recipient's personnel will not be able to perform certain audits required by the Federal Government, such as audits required by the Single Audit Act of 1984, as amended, 31 U.S.C. Sections 7501 *et seq*. and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" as revised. If the Federal Government requires additional audits, it may also be necessary for the recipient to engage independent auditors not performing other work for the recipient. See also Chapter IV, subparagraph 2.b(19)(a) of this circular.

   c. Federal Audit Agencies. The Federal Government maintains a continuing Federal audit capability at certain contractor locations. On occasion, these auditors may be used to audit an FTA recipient's third party contracts. In other circumstances, an audit by a Federal agency may best serve the interests of the Federal Government and the recipient. This can be true of audits to determine a contractor's provisional overhead (burden) and General & Administrative (G&A) rates that need to be verified by audit for specific contract periods. Federal audit services, however, might not be available when needed; then the recipient will need to obtain the services of an independent private auditing firm that can perform the audit soon after an audit is requested.

5. FRAUD. As a reminder, 49 U.S.C. Section 5323(l) extends the criminal fraud provisions of 18 U.S.C. Section 1001 to all certificates, submissions, or statements made in connection

with any program financed under the Federal transit program. In addition, the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sections 3801 *et seq.*, and DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to any false or fraudulent statement or claim made under the Federal transit program.

IV. CHAPTER IV

THE RECIPIENT'S PROPERTY AND SERVICES NEEDS AND FEDERAL REQUIREMENTS AFFECTING THOSE NEEDS

1. DETERMINING THE RECIPIENT'S NEEDS. To support a third party contract with Federal assistance awarded by the Federal Transit Administration (FTA), the Common Grant Rules require the recipient to adopt adequate procedures for determining the type and amount of property and services it needs to acquire:

   a. Eligibility. The property and services to be acquired must be eligible under the Federal law authorizing the FTA assistance award and any regulations thereunder. For example, FTA prohibits the use of capital assistance for the recipient's operations expenses. If FTA assistance will be used to finance the cost of property or services, the property or services must be within the scope of the specific project from which that FTA assistance will be derived.

   b. Necessity. The Common Grant Rules require the recipient to establish procedures to avoid the purchase of unnecessary property and services (including duplicative items and quantities or options it does not intend to use or whose use is unlikely). In monitoring whether a recipient has complied with its procedures to determine what property or services are unnecessary, FTA bases its determinations on what would have been a recipient's reasonable expectations at the time the recipient entered into the contract.

      (1) Unnecessary Reserves. FTA expects the recipient to limit the acquisition of federally assisted property and services to the amount it needs to support its public transportation system. In particular, FTA seeks information about the recipient's fleet to ensure that the recipient does not acquire more vehicles than it needs for public transportation service in its service area. Further guidance on spare ratios is contained in the most recent versions of FTA Circular 5010.1 providing Grant Management guidance, FTA Circular 9030.1 providing Urbanized Area Formula Program guidance, and FTA Circular 9300.1 providing Capital Investment Program guidance.

      (2) Acquisition for Assignment Purposes. The recipient may contract only for its current and reasonably expected public transportation needs and may not add quantities or options to third party contracts solely to permit assignment to another party at a later date. These limits on assignments, however, do not preclude joint procurements that are entered into simultaneously by two or more parties to obtain advantages unavailable for small procurements.

(a) General Prohibition. The recipient may contract only for its current and reasonably expected public transportation needs, and may not add quantities or options to third party contracts solely to permit assignment to another party at a later date.

(b) Changes in the Recipient's Needs. FTA recognizes that the quantity of property or services a recipient reasonably believes it may need at the time of contract award may change. A recipient's later needs might decrease due to changed circumstances or honest mistakes. In those situations, the recipient may assign its unneeded contract authority to another entity that would like to acquire the property or services.

(c) Exceptions. These limits on assignments, however, do not preclude:

1 Joint Procurements. Two or more recipients may enter into a single procurement at the same time to obtain advantages unavailable for smaller procurements, as discussed more fully in Chapter V, section 3 of this circular.

2 State or Local Government Purchasing Schedules or Purchasing Contracts. A State or local government may enter into contracts that support its purchasing schedules or purchasing contracts established as discussed more fully in Chapter V, section 4 of this circular.

c. Procurement Size. The recipient should consider whether to consolidate or break out the procurement to obtain a more economical purchase.

(1) Joint Procurements. It may be economically advantageous for a recipient to enter into a joint procurement with others that have similar needs. The recipient responsible for undertaking the joint procurement may, upon contract award, assign to the other participants responsibilities for administering those parts of the contract affecting their property or services. Participation in a joint procurement, however, does not relieve any participating recipient from the requirements and responsibilities it would have if it were procuring the property or services itself, and does not relinquish responsibility for the actions of other participants merely because the primary administrative responsibility for a particular action resides in an entity other than in itself.

(2) Small Procurements. In other circumstances, breaking out procurements may provide greater opportunities for Disadvantaged Business Enterprises (DBEs), small and minority firms, and women's business enterprises to participate. As stated in paragraph 1.b(2) of this Chapter, the FTA expects the recipient to ensure that it contracts only for its current and reasonably expected needs. Absent efforts to foster greater opportunities for DBEs, small and minority firms, and women's

business enterprises, the recipient should not split a large procurement merely to gain the advantages of small purchase available for federally assisted procurements of $100,000 or less identified in 41 U.S.C. Section 403(11).

d. Options. The recipient's contracts may include options to ensure the future availability of property or services, so long as the recipient is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract. Chapter VI of this circular contains procedures for evaluating options.

e. Lease versus Purchase. To obtain the best value, the recipient should review lease versus purchase alternatives for acquiring property and, if necessary, should obtain an analysis to determine the more economical alternative. The recipient may use FTA capital assistance to finance the costs of leasing eligible property if leasing is more cost effective than full ownership. Before the recipient may lease an asset, FTA regulations, "Capital Leases," 49 CFR Part 639, Subpart C, require the recipient to make a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset. Costs used in the comparison must be reasonable, based on realistic current market conditions, and based on the expected useful service life of the asset.

f. Specifications. Typically, the recipient is responsible for preparing specifications that describe its needs while assuring that those specifications are not exclusionary, discriminatory, unreasonably restrictive, or otherwise violate Federal laws or regulations. In general, specifications should clearly describe the property or services to be procured and state how the bids or proposals will be evaluated. For additional guidance, see section 2 of this Chapter, and Chapter VI, section 3 of this circular.

2. FEDERAL REQUIREMENTS THAT MAY AFFECT A RECIPIENT'S ACQUISITIONS. Before a recipient may use FTA assistance to support the acquisition of property or services, it must comply with all applicable Federal laws and regulations, whether or not addressed in the Common Grant Rules. Some of those laws and regulations will affect the third party contractor providing the property or services, or even determine which entities may qualify as a third party contractor. Other laws and regulations will affect the nature of the property or services to be acquired or the terms under which the property or services must be acquired. A recipient may not use FTA assistance to support acquisitions that do not comply with all applicable Federal requirements.

FTA's Master Agreement contains a current, but not all-inclusive, description of statutory and regulatory requirements that may affect a recipient's procurement (such as Disadvantaged Business Enterprise (DBE) and Clean Air requirements). The Master Agreement states that applicable Federal requirements will apply to project participants to

the lowest tier necessary to ensure compliance with those requirements. A recipient will also need to include applicable Federal requirements in each subagreement, lease, third party contract, or other document as necessary. For specific guidance on cross-cutting requirements administered by other Federal agencies, FTA recommends that the recipient contact those agencies.

The recipient may also use the checklists in Appendix C of this circular as a reminder of Federal requirements, and the matrices in Appendix D of this circular for a list of clauses and provisions required by Federal laws and regulations. The recipient may also refer to the Model Clauses in FTA's "Best Practices Procurement Manual" but cautions the recipient also to check the latest edition of FTA's Master Agreement to determine which provisions have been added, changed, or rescinded.

Some of the more typical requirements and restrictions that will affect the use of FTA assistance to finance a recipient's third party contracts include:

a. Contractor Qualifications. The following Federal laws and regulations may affect contractor selection:

(1) "Responsibility" Requirements. In addition to the Common Grant Rules that require contract awards be made only to responsible contractors, Federal transit law at 49 U.S.C. Section 5325(j) limits third party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, the recipient must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Moreover, SAFETEA-LU now requires a recipient entering into a fixed guideway project contract to consider the contractor's past performance, including information reported in FTA's required Contractor Performance Assessment Reports, 49 U.S.C. Section 5325(j)(2)(C).

(2) Debarment and Suspension. Debarment and suspension regulations and guidance include the following:

(a) DOT Debarment and Suspension Regulations. Department of Transportation (DOT) regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200 apply to each third party contract at any tier of $25,000 or more, to each third party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third party contract at any tier that must be approved by an FTA official irrespective of the contract amount. *See*, 2 CFR Part 1200. Thus, the recipient must apply DOT's debarment and suspension requirements to itself and each third party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB),

"Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

(b) General Services Administration (GSA) Excluded Parties List System. Even though the recipient may collect a debarment and suspension certification from the prospective third party contractor, or include a clause in the third party contract requiring disclosure, FTA strongly recommends that the recipient check the Excluded Parties List System (EPLS) maintained by the GSA and available at the Web site it maintains: **http://www.epls.gov/** before awarding a third party contract.

(c) State Debarment and Suspension Lists. A recipient may also treat any prospective contractor or subcontractor listed on a centralized State government debarment and suspension list as nonresponsible and ineligible for contract award.

(3) Conflict of Interest. The Common Grant Rules require the recipient to be aware of conflict of interest issues a prospective contractor might have, including lack of impartiality, impaired objectivity, or unfair competitive advantage, as discussed more fully in Chapter VI, paragraph 2.a(4)(h).

(4) Lobbying Certification and Disclosure. If the third party contract will exceed $100,000, the recipient must obtain a lobbying certification before awarding the contract, and if applicable, a lobbying disclosure from a prospective third party contractor. *See*, DOT regulations, "New Restrictions on Lobbying" 49 CFR Part 20, modified as necessary by 31 U.S.C. Section 1352, which implement the Byrd "Anti-Lobbying" Amendment, 31 U.S.C. Section 1352.

(5) Federal Civil Rights Laws and Regulations. Each FTA recipient has agreed that it and its third party contractors at each tier will comply with:

(a) Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

1 Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. Section 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53 prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

2 Prohibition Against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended by Executive Order No. 11375, October 13, 1967, that

prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

(b) Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. Sections 1681 *et seq*. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25 prohibit discrimination on the basis of sex.

(c) Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1974, as amended, 42 U.S.C. Sections 6101 *et seq*., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance, 45 CFR Part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 *et seq*., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625, also prohibit employment discrimination against individuals on the basis of age.

(d) Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq*., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

(6) Socio-Economic Development. Each FTA recipient must comply with applicable Federal laws and regulations that provide competitive opportunities for a contractor that qualifies as a disadvantaged business enterprise (DBE), minority owned firm, women's business enterprise, or small business.

(a) Disadvantaged Business Enterprises (DBES). Section 451 of the "Hiring Incentives to Restore Employment Act" (HIRE Act), Pub. L. 111-147, Title IV, § 451, March 18, 2010, 23 U.S.C. Section 101 note, extends the Federal statutory provisions of Section 1101(b) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, as amended (SAFETEA-LU), to require FTA to make available at least 10 percent of its funding under that Act for contracts with small business

concerns owned and controlled by socially and economically disadvantaged people. Each FTA recipient assists FTA in meeting this national goal. To receive FTA assistance, each FTA recipient must comply with applicable requirements of DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26. If the recipient is required to have a DBE program, the third party contracts that the recipient has included in its DBE program determine whether the recipient meets the DBE threshold for goal setting, and the goal if the threshold is met.

(b) Small and Minority Firms and Women's Business Enterprises. The Common Grant Rules require each recipient and subrecipient to take steps to ensure that it uses small and minority firms and women's business enterprises (irrespective of whether they qualify as DBEs) to the fullest extent practicable. Notably, some potential contractors may have established their home office in a Historically Underutilized Business Zone (HUBZone). A HUBZone small business is determined, qualified, and certified by the Small Business Administration (SBA) and then added to the List of Qualified HUBZone Small Business Concerns at SBA's website at **http://www.sba.gov/hubzone.** Although the Common Grant Rule for governmental recipients includes labor surplus area firms in the category of firms authorized for special treatment, this circular does not include them because Section 7101(a) of the Federal Acquisition Streamlining Act of 1994, 15 U.S.C. Section 644 note, enacted after publication of the Common Grant Rule for governmental recipients removed nearly all labor surplus area preferences.

1 Notice. The Common Grant Rules require each recipient to make information about procurement opportunities available to potentially qualified firms. Each governmental recipient is directed to include these contractors on solicitation lists and request their participation when they are potential sources.

2 Contract Size. To foster greater participation of small and minority firms and women's business enterprises, the Common Grant Rule for governmental recipients directs the governmental recipient to divide its total contracting requirements into small tasks or quantities, when economically feasible. The Common Grant Rule for non-governmental recipients encourages the non-governmental recipient to contract with consortia when a contract is too large for one of these firms to handle individually.

3 Delivery Schedule. The Common Grant Rules require the recipient to specify delivery schedules that encourage their participation.

4 Small Business Administration and the Department of Commerce Minority Business Development Agency. The Common Grant Rules instruct the recipient to use the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency.

5 Subcontracting Opportunities. The Common Grant Rule for governmental recipients directs each governmental recipient to require its prime third party contractors to include the preceding provisions in FTA assisted subcontracts. The Common Grant Rule for non-governmental recipients directs each non-governmental recipient to consider whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises. In addition, DOT's "Disadvantaged Business Enterprise: Program Improvements" amendments to its DBE regulations, effective February 28, 2011, now state that recipients may use race-neutral (and gender-neutral) small business set-asides for prime contracts under a stated amount, although set-asides restricted to DBEs continue to be prohibited except in limited and extreme circumstances.

(7) Sensitive Security Information. Each third party contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of a third party contract or subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(r) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

(8) Seat Belt Use. In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

(9) Texting While Driving and Distracted Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that to decrease crashes by distracted

drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.

b. Administrative Restrictions on the Acquisition of Property and Services. The following Federal laws and regulations impose administrative requirements, many of which will affect specific third party procurements.

(1) Legal Eligibility. The property or services acquired must be eligible for support under the restrictions accompanying the Federal statute authorizing the Federal assistance to be used.

(2) Scope of the Project. The property or services acquired must be eligible for support within the scope of the underlying grant or cooperative agreement from which the Federal assistance to be used is derived.

(3) Period of Performance. FTA expects the recipient to use sound business judgment and be judicious in establishing and extending a contract's period of performance.

(a) General Standards. The period of performance generally should not exceed the time necessary to accomplish the purpose of the contract. The recipient should also consider competition, pricing, fairness, and public perception. The recipient's procurement files should document its rationale for determining the performance period designated for each contract.

(b) Federal Restrictions. Except for procurements of rolling stock and replacement part contracts, which are limited by law to five (5) years as discussed in subsection 2.e of this Chapter, the recipient's other third party contracts (such as property, services, leases, construction, revenue, and so forth) are not encumbered by Federal requirements restricting the maximum periods of performance. Nevertheless, the duration of the recipient's other contracts must be reasonable.

(c) Time Extensions. Consistent with the general tone of the circular, contract time extensions will be considered in light of whether they are permissible changes or impermissible cardinal changes. Once the recipient awards the third party contract, an extension of the contract term length that amounts to a cardinal change will require a sole source justification.

(4) Federal Cost Principles. The Common Grant Rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient. Separate cost principles apply to the following four categories of recipients:

(a) Governmental Entities. OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225, applies to project costs incurred by a recipient that is a State, local, or Indian tribal government.

(b) Educational Institutions. OMB Guidance for Grants and Agreements, "Cost Principles for Educational Institutions (OMB Circular A-21)," 2 CFR Part 220, applies to project costs incurred by a recipient that is a public or private institution of higher education.

(c) Non-Profit Entities. OMB Guidance for Grants and Agreements "Cost Principles for Non-Profit Organizations (OMB Circular A-122)," 2 CFR Part 230, applies to project costs incurred by a recipient that is a private non-profit entity.

(d) For-Profit Entities. FAR at 48 CFR Chapter 1, Subpart 31.2, "Contracts with Commercial Organizations," applies to project costs incurred by a recipient that is a for-profit entity.

(5) Payment Provisions. The recipient may use its own funds to finance its contracts. However, if the recipient intends to use FTA assistance, expects to be reimbursed with FTA assistance, or dedicates its local share funds to support contract costs it has financed, then it must structure its payment provisions carefully.

(a) FTA Support for the Project. FTA must indicate its general interest in the project before a recipient may use FTA assistance to finance or reimburse project costs, or use local share funds for project costs. FTA expresses its general interest in the project when it has taken one of the following actions:

1 Award Made. FTA has awarded Federal assistance to the recipient through a grant or cooperative agreement for the underlying project,

2 Preaward Authority. FTA has provided preaward authority for the underlying project through a *Federal Register* notice, or

3 Letter of No Prejudice. FTA has issued a letter of no prejudice for the underlying project.

(b) Advance Payments. Advance payments are payments made to a contractor before the contractor incurs contract costs. The recipient may use its local share funds for advance payments. However, if there is no automatic preaward authority for its project, then advance payments made with local share funds before FTA assistance has been awarded, or before a letter of no prejudice has been issued or other preaward authority has been provided, or

before FTA approval for the specific advance payment has been obtained, are ineligible for reimbursement. The following principles and restrictions apply:

1 Use of FTA Assistance Prohibited. The recipient may not use FTA assistance to make payments to a third party contractor before the contractor has incurred the costs for which the payments would be attributable.

2 Exceptions for Sound Business Reasons. Apart from advance payments that are customary, as discussed further, FTA does occasionally make exceptions to its advance payment prohibitions, if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence. A recipient that seeks to use FTA assistance to support advance payments should contact the regional office administering its project to obtain FTA concurrence.

a Adequate Security for Advance Payments. FTA recognizes that advance payments may be needed for certain costs supported by sound business judgment. Adequate security for the advance payment is an essential pre-condition to FTA's concurrence in the use of FTA or local share funds.

b Customary Advance Payments. FTA recognizes that advance payments are typically required for, but are not limited to, public utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, transportation, hotel reservations, and conference and convention registrations. Accordingly, the recipient may use FTA assistance to support or reimburse the costs of such acquisitions. FTA concurrence is required only when such advance payment or payments customarily required in the marketplace exceed $100,000.

In summary, if there are sound business reasons justifying the advance payment and adequate security for the payment, FTA will generally concur in a written request for an exception.

(c) Progress Payments. Progress payments are payments for contract work that has not been completed. The recipient may use FTA assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested.

1 Adequate Security for Progress Payments. Adequate security for progress payments may include taking title or obtaining a letter of credit or taking

equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. FTA acknowledges the practical reality that taking title to work in progress may not be desirable in some circumstances. The recipient should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.

2 Adequate Documentation. Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.

3 Percentage of Completion Method. The Common Grant Rules require that any progress payments for construction contracts be made on a percentage of completion method described therein. The recipient, however, may not make progress payments for other than construction contracts based on this percentage method.

(6) Protections Against Performance Difficulties. The Common Grant Rule for governmental recipients authorizes FTA to require each governmental recipient to include contract provisions that would reduce potential problems that might occur during contract performance. In addition to other clauses that may be approved by the Office of Federal Procurement Policy, FTA expects the governmental recipient to include provisions as described below:

(a) Changes. FTA expects a governmental recipient to include changes and changed conditions provisions or clauses in most contracts, except for routine supply contracts.

(b) Remedies. The Common Grant Rule for governmental recipients authorizes FTA to require remedies. Accordingly, FTA expectations are as follows:

1 Liquidated Damages. FTA has determined that a recipient may use liquidated damages if the recipient reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the recipient's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of

time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The procurement file should include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise. We also refer you to Chapter V, paragraph 5(a)(1) for a discussion of how liquidated damages can be used to encourage settlements.

2 Violation or Breach. Third party contracts exceeding $100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor.

3 Suspension of Work. FTA may require provisions pertaining to suspension of work.

4 Termination. Termination for cause and termination for convenience provisions must be included in contracts exceeding $10,000.

The Common Grant Rule for non-governmental recipients requires administrative, contractual, or legal contract remedies in instances in which a contractor violates or breaches terms of a contract that exceeds the small purchase threshold, which FTA recognizes as the simplified acquisition threshold. *See*, Chapter II, Subsection 3.b. The Common Grant Rule for non-governmental recipients also requires termination clauses for non-governmental recipients when procurements exceed thesmall purchase threshold, which FTA recognizes as the simplified acquisition threshold. *See*, Chapter II, Subsection 3.b. FTA strongly encourages care in developing appropriate performance remedies in all third party contracts.

c. Socio-Economic Requirements for the Acquisition of Property and Services. The following Federal laws and regulations imposing socio-economic requirements may affect a specific procurement:

(1) Labor. The following Federal labor protection laws and regulations may affect the types of property and services that may be acquired with FTA assistance:

(a) Wage and Hour Requirements. The Common Grant Rules direct the recipient to include provisions in its third party contracts requiring the contractor to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek is permitted if the worker is compensated at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The Common Grant Rules require these provisions for compliance with Sections 102 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3702, and Department of Labor (DOL)

regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5. Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b)(3)(A)(iii), increased the wage and hour thresholds of $2,000 for construction work and $2,500 for nonconstruction work set forth in the Common Grant Rules to $100,000. A federally assisted contract must exceed $100,000 before these wage and hour requirements apply to that contract.

(b) Fair Labor Standards. The Fair Labor Standards Act, 29 U.S.C. Sections 201 *et seq.*, applies to employees performing work involving commerce.

(2) Civil Rights. The following Federal civil rights laws and regulations may affect the types of property and services that may be acquired with FTA assistance:

(a) Nondiscrimination in Federal Public Transportation Programs. Federal transit law at 49 U.S.C. Section 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53 prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

(b) Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI0020 regulations.

(c) Environmental Justice. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. Section 4321 note, and DOT Order 5610.2, "Department of Transportation (DOT) Order To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 FR 18377, April 15, 1997, protect minority populations and low-income populations against disproportionately high and adverse effects of federally assisted programs. FTA Circular 4702.1, "Title VI and Title VI-Dependent

Guidelines for FTA Recipients," 05-13-07, also provides FTA guidance and instructions for implementing the DOT Order on Environmental Justice.

(d) Limited English Proficiency (LEP). Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. Section 2000d-1 note, and DOT, "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons," December 14, 2005, clarifies the responsibilities of recipients of Federal financial assistance from DOT and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations. FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, also provides FTA guidance and instructions for implementing the DOT Policy Guidance.

(e) Nondiscrimination on the Basis of Disability. The recipient agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the project, with the applicable laws and regulations, discussed below, for nondiscrimination on the basis of disability.

1 Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. Section 794, prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

2 The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

3 DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Examples of requirements include, but are not limited to, the following:

a Design and Construction. Accessibility requirements for the design and construction of new transportation facilities;

b Accessibility and Usability. Requirements that vehicles acquired (with limited exceptions) be accessible to and usable by individuals with disabilities, including individuals using wheelchairs;

c Complementary Paratransit Service. Requirements that public entities providing fixed-route service, (including a private non-profit entity providing public transportation service on behalf of the State or designated recipient as a subrecipient providing fixed-route service), provide complementary paratransit service to individuals with disabilities who cannot use the fixed-route service;

d Equal Opportunity. Requirements for compliance with service requirements intended to ensure that individuals with disabilities are afforded equal opportunity to use transportation systems and services.

(f) Electronic Reports and Information. Reports and other information prepared in electronic format developed in connection with a third party contract that the recipient intends to provide to FTA, among others, whether as a contract end item or in compliance with contract administration provisions, must comply with the accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794d, and ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

(3) Environmental Protections. Federal laws and regulations require the recipient to comply with applicable environmental requirements and implement them as necessary through third party contracts.

(a) Environmental Mitigation. FTA expects the recipient to include adequate third party contract provisions to facilitate compliance with environmental mitigation measures it has agreed to implement.

(b) National Environmental Policy Act. Certain acquisitions and the timing of certain acquisitions can adversely affect the environmental review process for a project constituting a major Federal action, and may result in a violation of the National Environmental Policy Act (NEPA), 42 U.S.C. Sections 4321 through 4335, and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

1 Property. The recipient may not enter into binding arrangements for the acquisition of property that may or would affect environmental impact determinations with respect to the underlying project or otherwise interfere with any required environmental impact reviews until applicable environmental impact determinations have been made.

2 Services. Council on Environmental Quality regulations, "Other Requirements of NEPA," 40 CFR Part 1506, at Section 1506.5(c), require the recipient to obtain a disclosure statement from the contractor selected to prepare an environmental impact statement specifying that the contractor has no financial or other interest in the outcome of the project.

(c) Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites. DOT's enabling legislation has special requirements designed to protect publicly owned parks, recreation areas, wildlife and waterfowl refuges, and historic sites, at 49 U.S.C. Sections 303(b) and 303(c) (often referred to as "Section 4(f)"), that may affect the timing and methods of recipient procurements. The Federal Highway Administration (FHWA) and FTA have published implementing regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Parts 771 and 774, and 49 CFR Part 622.

(d) Clean Air. The Common Grant Rules specifically prohibit the use of facilities included in the Environmental Protection Agency (EPA) "List of Violating Facilities," in the performance of any third party contract at any tier exceeding $100,000. The contractor must also comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act, as amended, 42 U.S.C. Section 7414, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. Sections 7401 through 7671q.

(e) Clean Water. The Common Grant Rules specifically prohibit the use of facilities included in the EPA "List of Violating Facilities," in the performance of any third party contract at any tier exceeding $100,000. The contractor must also comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Water Act, as amended, 33 U.S.C. Section 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. Sections 1251 through 1377.

(f) Recycled Products. The Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6962, requires governmental recipients to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. EPA guidelines, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247, direct that third party contracts of $10,000 or more with governmental recipients specify a competitive preference for products containing recycled materials identified in those EPA guidelines. For information about EPA's recovered materials advisory notices, see EPA's Web site: **http://www.epa.gov/cpg/backgrnd.htm.**

(g) Other Federal Environmental Protection Requirements. Additional third party contract provisions may be needed for compliance with other Federal laws and regulations. FTA's Master Agreement includes environmental laws and regulations that may affect the acquisition of property or services with FTA assistance such as various provisions to protect wild and scenic rivers, manage coastal zones, protect wetlands, conserve endangered species, and protect fisheries, archeological sites, and Indian sacred sites.

(4) Energy Conservation. The Common Grant Rules require third party contract provisions as necessary for compliance with applicable energy efficiency standards and policies of State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.*

(5) Preference for U.S. Property—Buy America. FTA's "Buy America" law and regulations apply to projects that involve the purchase of more than $100,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in the FTA assisted project. If FTA funds are used for the project, Buy America requirements apply to all procurement contracts under the project irrespective of whether a recipient decides to fund a discrete part of the project without FTA funds. Only if an activity is outside the FTA project and is financed entirely without funds to which FTA's Buy America regulations would apply may the recipient disregard FTA's Buy America requirements. Property that the contractor acquires to fabricate a deliverable for the recipient, such as tools, machinery, and other equipment or facilities, is not subject to FTA's Buy America requirements unless the recipient intends to take possession of that property upon completion of the project. Thus, if a third party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, the recipient may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA assisted project irrespective of whether the property acquired would comply with FTA's Buy America regulations. FTA's Buy America statute does not pre-empt State laws with stricter requirements on the use of foreign articles, materials, and supplies.

FTA cautions that its Buy America regulations that apply to FTA assisted third party procurements, published at 49 CFR Part 661, differ from Federal "Buy American Act" regulations that apply to direct Federal procurements, published in the FAR at 48 CFR Chapter 1, Subparts 25.1 and 25.2. FTA strongly recommends that the recipient review FTA's Buy America regulations before undertaking any FTA assisted procurement.

(6) Shipments of Property—U.S. Flag Requirements.

(a) Shipments by Ocean Vessel. The Common Grant Rules require third party contract provisions to ensure compliance with 46 U.S.C. Section 55303 and Maritime Administration regulations, "Cargo Preference-U.S. Flag Vessels," 46 CFR Part 381, implementing the codified Cargo Preference Act. With few exceptions, the regulations require that U.S. Flag vessels be used to transport at least 50 percent of any federally assisted property.

(b) Shipments by Air Carrier. Third party contracts involving shipments of federally assisted property by air carrier will require provisions to ensure compliance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended ("Fly America" Act), 49 U.S.C. Section 40118, and GSA regulations, "Use of United States Flag Air Carriers," 41 CFR Sections 301-10.131 through 301-10.143. The regulations require shipment by U.S. flag air carriers unless such carriers are not reasonably available within the standards of GSA's implementing regulations.

(7) Project Travel—Use of U.S. Flag Air Carriers. Third party contracts to acquire transportation by air carrier needed by people participating in a federally assisted project require provisions to ensure compliance with Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended ("Fly America" Act), 49 U.S.C. Section 40118, and GSA regulations, "Use of United States Flag Air Carriers," 41 CFR Sections 301-10.131 through 301-10.143. The regulations require transportation by U.S. flag air carriers unless U.S. flag air carriers are not reasonably available within the standards of the GSA's implementing regulations.

d. Technical Restrictions on the Acquisition of Property and Services. The following Federal laws and regulations imposing technical requirements may affect a specific procurement:

(1) Intelligent Transportation Systems. Intelligent transportation system (ITS) property and services must comply with the National ITS Architecture and Standards to the extent required by Section 5307(c) of SAFETEA-LU, FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 FR 1455 *et seq.*, January 8, 2001, and later published policies or implementing directives FTA may issue. Consequently, third party contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

(2) Metric Measurements. The Common Grant Rules require the recipient to accept property and services with dimensions expressed in metric measurements, to the extent practicable and feasible, in compliance with the Metric Conversion Act, as amended by the Omnibus Trade and Competitiveness Act, 15 U.S.C.

Sections 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," July 25, 1991, 15 U.S.C. Section 205a note; and applicable Federal regulations.

(3) Use of $1 Coins. To comply with Section 104 of the Presidential $1 Coin Act of 2005, 31 U.S.C. Section 5312(p), FTA assisted property that requires the use of coins or currency in public transportation service or supporting service must be fully capable of accepting and dispensing $1 coins.

e. Rolling Stock—Special Requirements. The following Federal laws and regulations impose requirements that may affect rolling stock procurements:

(1) Accessibility. Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

(2) Transit Vehicle Manufacturer Compliance with DBE Requirements. Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 CFR Section 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements.

(3) Minimum Service Life. FTA requires each recipient to maintain satisfactory continuing control of FTA assisted property. For buses and certain other vehicles, FTA has established minimum service life policies that may affect the quantity of vehicles that the recipient may acquire. *See*, the most recent versions of FTA Circular 5010.1, "Grant Management Requirements," FTA Circular 9030.1, "Urbanized Area Formula Program: Grant Application Instructions," and FTA Circular 9300.1, "Capital Program: Grant Application Instructions," that addresses minimum service life for vehicles.

(4) Spare Ratios. While all FTA assistance for third party procurements must be limited to property and services the recipient will use in the near future, FTA is concerned that the recipient does not acquire an excessive number of spare vehicles not regularly used in public transportation service.

(5) Air Pollution and Fuel Economy. Each third party contract to acquire rolling stock must include provisions to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

(6) Preaward Review and Post Delivery Review. Each third party contract to acquire rolling stock must include provisions for compliance with applicable requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).

(7) Bus Testing. Each third party contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements of FTA regulations, "Bus Testing," 49 CFR Part 665.

(8) In-State Dealers. The recipient may not limit its third party bus procurements to its in-State dealers, 49 U.S.C. Section 5325(i). Although FTA respects State licensing requirements, FTA is prohibited by law from providing FTA assistance to support bus procurements that have the result of limiting competition to entities that have been able to obtain a State license.

(9) Basis for Contract Award. As permitted by 49 U.S.C. Section 5325(f), the recipient may award a third party contract for rolling stock based on initial capital costs, or based on performance, standardization, life cycle costs, and other factors, or by selection through a competitive procurement process.

(10) Five-Year Limitation. A recipient may enter into a multi-year contract to buy rolling stock, with an option not exceeding five (5) years to buy additional rolling stock or replacement parts, 49 U.S.C. Section 5325(e)(1). The recipient may not exercise that option later than five (5) years after the date of its original contract.

FTA interprets this five-year period as covering the recipient's "material requirements" for rolling stock and replacement needs from the first day when the contract becomes effective to its "material requirements" at the end of the fifth year. In the case of rolling stock, which frequently cannot be delivered expeditiously, FTA recognizes that a recipient's "material requirements" for rolling stock will necessarily precede its actual need to put that rolling stock to use in public transportation service. This means that the contract may not have options for more rolling stock and replacement parts than a recipient's material requirements for a five-year period. The five-year rule does not mean the recipient must obtain delivery, acceptance, or even fabrication in five years. Instead it means only that FTA limits a contract to purchasing no more than the recipient's material requirements for rolling stock or replacement parts for five years based on the effective date of the contract.

f. Public Transportation Services—Special Requirements. Although the Common Grant Rules refer to the following Federal requirements in the context of federally assisted procurements, these requirements will affect how a third party contractor implements

its contract to provide public transportation services financed with Federal assistance. Consequently, the recipient must include provisions in its third party contract ensuring compliance with the following requirements, or the recipient must obtain the third party contractor's agreement in another form, as a matter of contractor responsibility, to ensure compliance with the following:

(1) Protections for Public Transportation Employees. When the recipient acquires public transportation services from a third party contractor, the terms of the recipient's DOL certification of public transportation employee protective arrangements will apply to work under the contract provided by those employees covered by the certification. That certification is required by 49 U.S.C. Section 5333(b) (often referred to as "13(c)") and implementing DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215. Consequently, the third party contractor must comply with the terms of that DOL certification.

The Fair Labor Standards Act, 29 U.S.C. Sections 201 *et seq.*, also applies to public transportation employees performing work involving commerce.

(2) Drug Use and Testing and Alcohol Misuse and Testing. A third party contractor providing services involving the performance of safety sensitive activities must comply with 49 U.S.C. Section 5331 and FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

(3) Accessibility. A third party contractor providing public transportation services must operate its services in compliance with 42 U.S.C. Sections 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)" using facilities and equipment that comply with 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Private entities must comply with the requirements of 49 CFR Part 37 applicable to public entities with which they contract to provide public transportation services. The recipient should advise its third party contractors operating public transportation services to review the requirements for public entities in this context.

(4) Protection of Animals. A third party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.* and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1, 2, 3, and 4.

(5) Charter Service Restrictions. A third party contractor performing services using FTA assisted facilities or equipment may not use those facilities or that equipment to support any charter service operations except as permitted by 49 U.S.C. Section 5323(d) and FTA regulations, "Charter Service," 49 CFR Part 604.

(6) School Bus Restrictions. A third party contractor performing services using FTA assisted facilities or equipment may not use those facilities or that equipment to support exclusive school bus operations except as permitted by 49 U.S.C. Sections 5323(f) or (g) and FTA regulations, "School Bus Operations," 49 CFR Part 605, to the extent consistent with 49 U.S.C. Sections 5323(f) or (g).

g. Art. FTA recommends the following principles be used in procuring art works or the services of artists:

(1) Choosing Art Works and Services of Artists. The appropriate selection process should vary among projects, depending upon the nature and scope of the project, characteristics of the site, resources of the community, and State and local laws and regulations. The recipient's procedures should consist of the following:

(a) Process. A justifiable process demonstrating appropriate use of public funds that gives serious consideration to a variety of artists available and capable of working on the project.

(b) Nondiscrimination. Artists, regardless of race, color, creed, national origin, sex, or age, are eligible for consideration.

(c) Community Participation. The community surrounding the future facility participates in the selection process. This could include all levels of participation, including supplying information, attending panel meetings, and being voting members of the panel. The extent and type of participation should be determined by the commissioning entity and be appropriate to both the project and the community.

(d) Selection. Selection of art works or artists, or both, recommended to the recipient is determined by a panel of art and design professionals that may include, but need not be limited to, art administrators, artists, curators, and architects, and may include members of the community.

(2) Criteria for Art in Federally Assisted Transit Projects. When artists are involved in the planning and design of transit projects and/or when individual works of art are commissioned, the following should be considered:

(a) Quality. Quality of the art or design,

(b) Effect. Impact on the public,

(c) Relationship. Connection to the site or the adjacent community, or both; art that relates, in form or substance, to the cultures, people, natural or built surroundings, or history of the area in which the project is located,

(d) Suitability. Appropriateness for the site, including safety and scale,

(e) Resilience. Durability of materials and fabrication,

(f) Indestructibility. Resistance to vandalism, and

(g) Preservation. Minimum maintenance.

(3) Compensation of Artists. Artists may be paid a fixed fee or an hourly wage with a cap, similar to other FTA standard fees or wages for procurement of design professional services, in addition to other federally approved costs that may be recognized under the contract.

(4) Prohibition. Artistic undertakings that promote specific private or corporate business interests are ineligible for FTA funding.

h. Architectural Engineering (A&E) and Related Services—Special Requirements. Federal laws and regulations impose the following requirements on A&E and related procurements:

(1) Qualifications-Based Requirements. For projects related to or leading to construction, an FTA recipient must use the qualifications-based procurement procedures of 40 U.S.C. Chapter 11 ("Brooks Act" procedures) when contracting for A&E services and other services described in 49 U.S.C. Section 5325(b), which include program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services.

(2) Relation to Construction. The nature of the services to be performed and its relationship to construction, not the nature of the prospective contractor, determines whether qualifications-based procurement procedures may be used.

(a) Purpose of Services. FTA has long administered the requirement for using qualifications-based procurement procedures for selection of contractors that perform A&E services, generally associated with the construction, alteration, or repair of real property. FTA interprets 49 U.S.C. Section 5325(b) to authorize the use of qualifications-based procurement procedures only for those services that directly support or are directly connected or related to construction, alteration, or repair of real property. FTA's interpretation of 49 U.S.C. Section 5325(b) is consistent with typical Federal policies implementing the "Brooks Act," 40 U.S.C. Section 1102, which limits qualifications-based procurement procedures to research, planning, development, design, construction, alteration, or repair of real property. Thus if services, such as program management, feasibility studies, or mapping, are

not directly in support of, directly connected to, or directly related to, or lead to construction, alteration, or repair of real property, then the recipient may not use qualifications-based procurement procedures to select the contractor that will perform those services.

(b) Requirements in the Context of a Construction Project. A project involving construction (including an ITS project) does not always require the use of qualifications-based procurement procedures. Whether qualifications-based procurement procedures may be used depends on the actual services to be performed in connection with the construction project. For example:

1 End Products Used in Construction. The design or fabrication of message signs, signals, and movable barriers that will become off-the-shelf items or will be fabricated and delivered as final end products for installation in an FTA assisted construction project, including an (ITS) construction project, are not services for which qualifications-based procurement procedures may be used.

2 Services Related to Design of Construction Projects. In contrast, services of a program manager, project designer, construction manager, or engineer in which the contractor would select the finished products to be acquired for an FTA assisted construction project are services for which qualifications-based procurement procedures must be used.

3 Actual Construction. The actual construction or improvement to the real property to be used in an FTA assisted construction project, however, are not services for which qualifications-based procurement procedures may be used.

(c) Type of Contractor Not Determinative. The nature of the firm performing the services does not determine whether it will be selected through the use of qualifications-based procurement procedures. For example, if a well-known A&E firm offers to provide mapping services not related to construction, alteration, or repair of real property, the recipient may not use qualifications-based procurement procedures to evaluate that contractor's offer. In contrast, if a firm that does not generally provide A&E services offers to provide mapping services that are directly in support of, directly connected to, or directly related to or lead to construction, alteration, or repair of real property, the recipient must evaluate that offer using qualifications-based procurement procedures.

(3) Equivalent State Law. SAFETEA-LU also divided the former 49 U.S.C. Section 5325(b) by separating procurement requirements for FTA assisted A&E services from audit requirements for FTA assisted A&E services. As amended by

the SAFETEA-LU Technical Corrections Act, 49 U.S.C. Section 5325(b)(1) requires A&E services to be procured using either "Brooks Act" procedures or an equivalent qualifications-based requirement adopted by a State before August 10, 2005.

(4) Special Requirements for Indirect Cost Rates. In addition, SAFETEA-LU amended 49 U.S.C. Section 5325 to require the acceptance of FAR indirect cost rates for applicable one-year accounting periods if those rates are not currently in dispute. After the indirect cost rates are accepted as required, the recipient must use those indirect cost rates for contract estimates, negotiation, administration, reporting, and payments, with administrative or de facto ceiling limitations. *See*, 49 U.S.C. Section 5325(b)(2) and subparagraph 2.j(2)(c) of this Chapter.

i. Construction—Special Requirements. The following Federal laws and regulations impose requirements that may affect FTA assisted construction projects:

(1) Bonding. The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (*see*, Chapter II, Subsection 3.b)unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:

(a) Bid Guarantee. Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.

(b) Performance Bond. Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.

(c) Payment Bond. The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A "payment bond" is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:

1 Less Than $1 Million. Fifty percent of the contract price if the contract price is not more than $1 million,

2 More Than $1 Million but Less Than $5 Million. Forty percent of the contract price if the contract price is more than $1 million but not more than $5 million, or

3 More Than $5 Million. Two and one half million dollars if the contract price is more than $5 million.

(d) Acceptable Sureties. The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570), **http://fms.treas.gov/c570/c570.html**. FTA encourages each governmental recipient to require similarly acceptable sureties.

(e) Reduced Bonding. FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in this subparagraph 2.h(1) of this Chapter. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.

(f) Excessive Bonding. Compliance with State and local bonding policies that are greater than FTA's bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the contractor's bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient's "excessive bonding" requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient's bonding policies far exceed those described in this subsection, FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

(2) Seismic Safety. The recipient must include seismic safety provisions in its third party contracts for the construction of new buildings or additions to existing buildings as required by 42 U.S.C. Sections 7701 *et seq.*, and DOT regulations,

"Seismic Safety," 49 CFR Part 41 at Sections 41.117 and 41.120, implementing the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. Sections 7701 *et seq*.

(3) Value Engineering. The Common Grant Rule for governmental recipients encourages them to use value engineering provisions in contracts for construction projects, and cautions that value engineering can be a pre-requisite for some Federal assistance awards. FTA generally will not approve a New Starts grant application for final design funding or a full funding grant agreement until value engineering is complete. It is important to note that some contractual arrangements (for example, design-build contracts) may inherently include value engineering. When this is the case, FTA does not require separate value engineering proposals, contract changes, or other processes. From a procurement view, the concept of value engineering is more important than the form it takes.

(4) Equal Employment Opportunity. The Common Grant Rules require that third party construction contracts include provisions ensuring compliance with DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, which implement Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," October 13, 1967.

(5) Prevailing Wages. Under 49 U.S.C. Section 5333(a), Davis-Bacon Act prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Common Grant Rules require third party contracts for construction, alteration, or repair at any contract tier exceeding $2,000 to include provisions requiring compliance with the Davis-Bacon Act, 40 U.S.C. Sections 3141 *et seq*., and implementing DOL regulations "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction," 29 CFR Part 5. The Davis-Bacon Act requires that contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires contractors to pay wages not less than once a week. The recipient must include a copy of the current prevailing wage determination issued by DOL in each contract solicitation and must condition contract award upon the acceptance of that wage determination. These requirements are in addition to the separate Wage and Hour Requirements addressed in paragraph 2.c(1) of this Chapter IV.

(6) Anti-Kickback. Section 1 of the Copeland "Anti-Kickback" Act, at 18 U.S.C. Section 874, prohibits anyone from inducing, by any means, any person employed

on construction, prosecution, completion, or repair of a federally assisted building or work, to give up any part of his or her compensation to which he or she is otherwise entitled. Section 2 of that Act, at 40 U.S.C. Section 3145, as amended, and implementing DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 CFR Part 3, impose record keeping requirement on all third party contracts for construction, alteration, or repair exceeding $2,000. The Common Grant Rules also require provisions for compliance with the Copeland "Anti-Kickback" Act, as amended, and implementing DOL regulations.

(7) Construction Safety. The Common Grant Rules require provisions to ensure safety at construction sites so that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous as prohibited by the safety requirements of Section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. Section 3704, and its implementing DOL regulations, "Safety and Health Regulations for Construction," 29 CFR Part 1926. Notably, Section 4104(c) of the Federal Acquisition Streamlining Act of 1994, 40 U.S.C. Section 3701(b)(3)(A)(iii), increased the threshold for construction safety protections to $100,000 from $2,000 as set forth in the Common Grant Rules, so that a federally assisted construction contract must exceed $100,000 before these construction safety requirements apply to that contract.

(8) Labor Neutrality. Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009, rescinds Executive Order No. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," February 17, 2001, as amended by Executive Order No. 13208, April 6, 2001, 41 U.S.C. Section 251 note. Consequently, a recipient may now require the use of a project labor agreement (PLA) in its third party contract, and a third party contractor or subcontractor may continue to use a PLA should it choose to do so.

(9) Preference for U.S. Property—Buy America. For any FTA assisted project having third party construction contracts exceeding $100,000, FTA's Buy America law and regulations require the third party contractor to provide property produced or manufactured in the United States for use in the construction project that the recipient acquires, unless FTA has granted a waiver authorized by those regulations. If FTA funds are used for the project, Buy America requirements apply to all third party procurement contracts under the project irrespective of whether a recipient decides to fund a discrete part of the project without FTA funds. Only if an activity is outside the FTA project and is financed entirely without funds to which FTA's Buy America regulations would apply may the

recipient disregard FTA's Buy America requirements. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in the Federal Acquisition Regulation(FAR) at 48 CFR Chapter 1, Subchapter D, Part 25, Subparts 25.1 and 25.2.

Property that the contractor acquires to perform its construction activities for the recipient, such as tools, machinery, and other equipment or facilities, is not covered by FTA's Buy America requirements unless the recipient intends to take possession of that property upon completion of the project. Thus, if a third party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, the recipient may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA assisted project irrespective of whether that property would comply with FTA's Buy America regulations.

(10) Accessibility. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.*; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCBDOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.

j. Research, Development, Demonstration, Deployment, and Special Studies—Special Requirements. Procurements of research-type services can involve circumstances that bring special Federal requirements into effect. Among these are:

(1) Patent Rights. Irrespective of the status of the recipient, subrecipient, or third party contractor (for example, a large business, small business, State government, State instrumentality, local government, Indian tribe, non-profit organization, institution of higher education, individual, and so forth) the Common Grant Rules require provisions consistent with Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," 37 CFR Part 401 (implementing the Bayh-Dole Act, 35 U.S.C. Sections 200 *et seq.*), unless the Federal Government requires otherwise. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent to the invention, for Federal Government purposes.

(2) Rights in Data. In general, FTA does not seek greater rights in data or copyright than described in the Common Grant Rules when it provides FTA capital assistance to support acquisitions. But when FTA provides Federal assistance to support the costs of a research, development, demonstration, or a special studies project, FTA generally seeks sufficient rights in the data developed so that the resulting data can be made available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor. FTA's general purpose in providing Federal assistance for a research, development, demonstration, or special studies project is to increase transportation knowledge, rather than limit the benefits of the project to project participants. Therefore, unless FTA determines otherwise in writing, FTA expects the following conditions to apply to rights in data requirements for FTA assisted research, development, demonstration, or special studies projects.

(a) Publication Restrictions. Except for its own internal use, the FTA Master Agreement provides that neither the recipient nor the third party contractor may publish or reproduce subject data in whole or in part, or in any manner or form, without the advance written consent of the Federal Government, unless the Federal Government has released or approved the release of that data to the public. These restrictions do not apply to an institution of higher education.

(b) Distribution of Data. Except for contracts for adaptation of automatic data processing equipment or data provided in support of an FTA capital project, each recipient and third party contractor must agree that, in addition to the rights in data and copyrights that it must provide to FTA under the Common Grant Rules, FTA may make available to any FTA recipient, subrecipient, third party contractor, or third party subcontractor, either FTA's license in the copyright to the subject data or a copy of the subject data. If, for any reason, the project is not completed, all data developed under the project is expected to be delivered as FTA may direct.

In certain circumstances, however, FTA may determine that it is in the public interest to take only those rights in data identified in the Common Grant Rules.

(3) Export Control. If data developed in the course of a third party contract is subject directly or indirectly to U.S. Export Control regulations, that data may not be exported to any countries or any foreign persons, without first obtaining the necessary Federal license or licenses and complying with any applicable Department of Commerce, Export Administration Regulations, 15 CFR Part 730.

(4) Protection of Human Subjects. A third party contractor providing services involving the use of human subjects must comply with the National Research Act

at 42 U.S.C. Sections 289 *et seq.*, and DOT regulations, "Protection of Human Subjects," 49 CFR Part 11.

(5) Protection of Animals. A third party contractor providing services involving the use of animals must comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 *et seq.*, and Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1, 2, 3, and 4.

k. Audit Services. In general, the procedures of this circular apply to the acquisition of audit services financed with FTA assistance. The following considerations, however, are especially important in procurements of audit services:

(1) Single Audit Act. Each recipient that spends $500,000 or more in Federal awards in a single year must obtain an audit as required by the Single Audit Act of 1984, as amended, 31 U.S.C. Sections 7501 *et seq.*, and must ensure compliance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised.

(a) Organizational Conflicts of Interest. The auditor selected must be independent of the recipient.

(b) Eligibility of Costs. The recipient may charge the costs for audits required by the Single Audit Act to its project as direct or indirect costs as permitted by applicable Federal Cost Principles. A recipient that spends less than $500,000 in Federal awards in a single year is not required to obtain this audit. Nor may a recipient spending less than $500,000 in Federal awards in a single year finance the costs of such an audit with Federal assistance.

(2) Other Project Audits. Before procuring audit services for a specific contract or project, the recipient should be aware of the following:

(a) Organizational Conflicts of Interest. In general, the recipient must select an auditor that is independent of the third party contractor to be audited.

(b) Verification of Indirect Costs. Federal verification of a contractor's indirect cost rates, such as provisional overhead (burden) and General & Administrative (G&A) rates, may be required. To the extent possible, relevant information available through undisputed audits of the contractor by other recipients should be used.

(c) Duplication of Services. To prevent duplication and ensure the eligibility of particular audit services for Federal participation, a recipient seeking a third party contract audit should contact FTA before undertaking or contracting for the audit. This is particularly important in connection with the procurement of

A&E services, because 49 U.S.C. Section 5325(b)(2) requires that FAR Part 31 cost principles be used to audit A&E contracts. In addition, 49 U.S.C. Section 5325(b)(2) requires the recipient and its A&E contractors and subcontractors to accept indirect cost rates established under FAR cost principles if those rates are not under dispute. Thus, the recipient should not obtain duplicative audits because they are likely to produce disparate indirect cost rates and the costs of those audits may be ineligible for Federal assistance. Accordingly, FTA recommends that the recipient seek guidance from the cognizant Federal auditor or agency that approved the third party contractor's indirect cost rates before entering into contracts for audits.

(d) Obtaining Indirect Cost Rates. Recipients and third party contractors may obtain indirect cost rates based on FAR cost principles from the following sources:

1 Governmental Entities. Government entities may obtain indirect cost rates through negotiations with OMB. *See*, OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225, App. E, "State and Local Indirect Cost Rate Proposals."

2 Indian Tribes. Indian tribes may obtain indirect cost rates with the Department of the Interior. *See*, OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225, App. E, "State and Local Indirect Cost Rate Proposals."

3 Educational Institutions. Educational institutions may obtain facilities and administrative rates (indirect cost rates) from the Department of Health and Human Services (HHS) or the Department of Defense's Office of Naval Research (DOD), usually depending on which of the two agencies (HHS or DOD) has provided more funds to the educational institution for the most recent three years. *See*, OMB Guidance for Grants and Agreements, "Cost Principles for Educational Institutions (OMB Circular A-21)," 2 CFR Part 220, App. A, "Principles for Determining Costs Applicable to Grants, Contracts, and Other Agreements With Educational Institutions."

4 Non-Profit Entities. Non-profit entities may obtain indirect cost rates from the Federal agency with the largest dollar value of awards with an organization, unless different arrangements are agreed to by the agencies concerned. *See*, OMB Guidance for Grants and Agreements, "Cost

Principles for Non-Profit Organizations (OMB Circular A-122)," 2 CFR Part 230, App. A, "General Principles."

5 Private For-Profit Entities. Private for-profit entities may obtain indirect cost rates from the Defense Contract Audit Agency. *See*, the DCAA Web site: **http://www.dcaa.mil.**

(e) Eligibility of Costs. Costs of third party contract audits and proposal evaluations are eligible for reimbursement by FTA as a direct or indirect charge as permitted by applicable Federal cost principles. FTA reserves the right to disallow payments for duplicative audit charges.

V. CHAPTER V

SOURCES

A recipient will often have several sources from which to acquire the property and services it needs as described below:

1. FORCE ACCOUNT. As used in this circular, "force account" means the recipient's own labor forces and equipment. The use of force account labor is a project management function, rather than a procurement and contract administration function, except in the general sense of the recipient's ability to perform work with its own forces rather than contracting with another entity to acquire the property or services it needs, and the cost implications of the recipient's decision. Although rarely exercised, FTA's grant or cooperative agreement secures FTA the right to determine the extent to which Federal assistance may be used to participate in force account costs. FTA's concern is to assure that the recipient will have adequate technical capacity to perform the work it undertakes reasonably economically and prudently. The third party contracting guidance of this circular does not apply to a recipient's use of its own forces to perform project work.

2. SHARED USE. The Common Grant Rule for governmental recipients encourages recipients and subrecipients to enter into agreements for shared use of property and services. FTA encourages non-governmental recipients to consider shared use if economical and feasible.

3. JOINT PROCUREMENTS. FTA uses the term "joint procurement" to mean a method of contracting in which two or more purchasers agree from the outset to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services in a fixed quantity, even if expressed as a total minimum and total maximum. Unlike a State or local government purchasing schedule, a joint procurement is not drafted for the purpose of accommodating the needs of other parties that may later want to participate in the benefits of that contract.

    a. Use Encouraged. The Common Grant Rules and FTA encourage recipients to procure goods and services jointly with other recipients to obtain better pricing through larger purchases. Joint procurements offer the advantage of being able to obtain goods and services that may match each participating recipient's requirements better than those likely to be available through an assignment of another recipient's contract rights. If economical and feasible, FTA also participates in the costs of joint procurements by non-governmental recipients.

    b. All FTA and Federal Requirements Apply. When obtaining goods or services in this manner, recipients participating in the joint procurement must ensure compliance with

all applicable FTA and Federal requirements and include all required clauses and certifications in the joint solicitation and contract documents.

4. STATE OR LOCAL GOVERNMENT PURCHASING SCHEDULES OR PURCHASING CONTRACTS. FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use. If the State or local government wishes to permit others to use its schedules, the State or local government might seek the agreement of the vendor to provide the listed property or services to others with access to the schedules, or it may permit the vendor to determine whether or not it wishes to do so.

   a. Use Encouraged. The Common Grant Rule for governmental recipients encourages recipients and subrecipients to enter into State and local intergovernmental agreements for procurements of property or services. If so permitted by State or local authorities, a non-governmental recipient may also use State and local sources of property and services.

   b. All FTA and Federal Requirements Apply. When obtaining property or services in this manner, the recipient must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. One way of achieving compliance with FTA requirements is for all parties to agree to append the required Federal clauses in the purchase order or other document that effects the recipient's procurement. When buying from these schedules, the recipient should obtain Buy America certification before entering into the purchase order. If the product to be purchased is Buy America compliant, there is no problem. If the product is not Buy America compliant, the recipient will need to obtain a waiver from FTA before proceeding.

5. FEDERAL EXCESS AND SURPLUS PROPERTY. The Common Grant Rule for governmental recipients encourages recipients to use Federal excess and surplus property managed by GSA when feasible and economical rather than procuring new property. The GSA Federal Property Management Regulations, 41 CFR Parts 101-42 through 101-46, 101-48, and 101-49 govern the eligibility of recipients and subrecipients, as well as others, to acquire supplies and services through GSA's personal property utilization and disposal programs.

6. FEDERAL SUPPLY SCHEDULES. A recipient must be specifically authorized by Federal law before it may use a GSA Federal Supply Schedule.

a. Full Use of Federal Supply Schedules. Appendix B of GSA Order ADM 4800.2E, "Eligibility to Use GSA Sources of Supply and Services," explains that FTA recipients eligible for full use of GSA Schedules are limited by the Federal Property and Administrative Services Act of 1949, as amended, at 40 U.S.C. Section 502(a)(3) to the Washington Metropolitan Area Transit Authority and the District of Columbia Department of Mass Transportation. The Government of American Samoa, the Government of Guam, Virgin Islands Department of Public Works, and the Commonwealth of the Northern Marianas are similarly authorized access to GSA schedules by 48 U.S.C. Section 1469e.

b. Limited Use of Federal Supply Schedules. Federal laws authorize State and Local Governments (including institutions of higher education) to use Federal Supply Schedules to acquire information technology (IT) and to purchase products and services to facilitate recovery from a major disaster. In both circumstances, GSA defines the term "State and Local Government" broadly to include many FTA governmental recipients and others as follows:

> The States of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges, and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments.

GSA has determined that the term "State and Local Government" does not include "contractors, or grantees, of State or local governments." Nevertheless, under the GSA Cooperative Purchasing Program, State and local governmental entities (including institutions of higher education) receiving Federal assistance, either as an FTA recipient or subrecipient, are eligible users by virtue of conforming to the definition of State or local government entities; the source of funding for these entities is irrelevant.

(1) Information Technology. Section 211 of the E-Government Act of 2002, 40 U.S.C. Section 502(c)(1), authorizes "State and local governments," within limits established by law, to acquire IT of various types through GSA's Cooperative Purchasing Program, Federal Supply Schedule 70.

(2) Major Disaster or Emergency Recovery. Since February 1, 2007, Section 833 of the John Warner National Defense Authorization Act for Fiscal Year 2007, Public Law 109-364, amended 40 U.S.C. Section 502(d), to authorize State and local government entities to use any GSA Federal Supply Schedule to acquire property and services in advance of a major disaster declared by the President of

the United States, as well as in the aftermath of an emergency event. The State or local government is then responsible for ensuring that the property or services acquired will be used for recovery. More information about major disaster and emergency recovery acquisition is available at GSA's Web site: **http://www.gsa.gov/Portal/gsa/ep/contentView.do?faq=yes&pageTypeId=8199&contentId=22410&contentType=GSA_OVERVIEW.**

(3) Local Preparedness Acquisition. Section 2 of the Local Preparedness Acquisition Act, Pub. L. 110-248, June 26, 2008, amended 40 U.S.C. Section 502(c) by adding paragraph (2) authorizing "State and local governments" within limits established by law, to acquire law enforcement, security and certain related items of various types through GSA's Cooperative Purchasing Program Federal Supply Schedule 84 or any amended or later version of that Federal supply classification group. Information about cooperative purchasing is available at GSA's Web site: **http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeId=8199&channelPage=%252Fep%252Fchannel%252FgsaOverview.jsp&channelId=-13528.**

c. All FTA and Federal Requirements Apply. When using GSA schedules to acquire property or services in this manner, the recipient must ensure all Federal requirements, required clauses, and certifications (including FTA's Buy America requirements) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. One way of achieving compliance with FTA requirements is for all parties to agree to append the required Federal clauses in the purchase order or other document that effects the recipient's procurement. When buying from these schedules, the recipient should obtain an FTA Buy America certification before entering into the purchase order. If the property to be purchased is Buy America compliant under FTA regulations, the recipient may proceed with its acquisition. If the property is not Buy America compliant under FTA standards, the recipient will need to obtain a waiver from FTA before proceeding.

d. Competition and Price Reasonableness. When using GSA schedules to acquire property or services, a recipient will have fulfilled the Common Grant Rules' competition requirements if it seeks offers from at least three sources. FTA expects a recipient using a price published on a GSA schedule to consider whether the GSA price is reasonable. The recipient may also seek a lower price than that published on the GSA schedules.

7. EXISTING CONTRACTS. Occasionally, a recipient may find it advantageous to use existing contract rights. As used in this circular, "existing contract" means a contract that, when formed, was intended to be limited to the original parties thereto, and does not include State or local government purchasing schedules or purchasing contracts as discussed in sections 4, 5, and 6 of this Chapter.

a. Permissible Actions. Within the conditions set forth below, FTA permits a recipient to use existing contract rights held by another recipient:

(1) Exercise of Options. A recipient may use contract options held by another recipient with the following limitations:

(a) Consistency with the Underlying Contract. FTA expects the recipient to ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.

(b) Price. The recipient may not exercise an option unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous.

(c) Awards Treated as Sole Source Procurements. The following actions constitute sole source awards:

1 Failure to Evaluate Options Before Awarding the Underlying Contract. If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.

2 Negotiating a Lower Option Price. Exercising an option after the recipient has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured, such as changes in Federal prevailing labor rates, for example.

In the circumstances described in this paragraph, FTA assistance may be used to support a sole source award only if that award can be justified under FTA's third party contract standards for sole source awards.

(2) Assignment of Contract Rights. FTA expects the recipient to limit its procurements to the amount of property and services required to meet its reasonably expected needs without adding excess capacity simply for the purpose of assigning contract rights to others at a later date. FTA expects the recipient to be able to justify the quantities it procures. Having written statements of its anticipated material requirements in the recipient's contract files may prove helpful.

For example, if the supplies or services were solicited, competed, and awarded through the use of an indefinite-delivery-indefinite-quantity (IDIQ) contract, the

solicitation and also the contract award are expected to contain both a minimum and maximum quantity that represent the recipient's reasonably foreseeable needs. The establishment of State or local government purchasing schedules intended to be available for future use as discussed in section 4 of this Chapter, however, are not usually financed with FTA assistance. FTA assistance would be used to acquire property or services listed on such a contract only to the extent needed for public transportation purposes.

Nevertheless, a recipient may find that it has inadvertently acquired contract rights in excess of its needs. The recipient may assign those contract rights to other recipients if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions. Some refer to this process as "piggybacking."

(a) Acquisition Through Assigned Contract Rights. Although FTA does not encourage the practice, a recipient may find it useful to acquire contract rights through assignment by another recipient. A recipient that obtains contractual rights through assignment may use them after first determining that the original contract price remains fair and reasonable, and the original contract provisions are adequate for compliance with all Federal requirements. The recipient need not perform a second price analysis if a price analysis was performed for the original contract. However, FTA expects the recipient to determine whether the contract price or prices originally established are still fair and reasonable before using those rights. *See*, FTA's "Best Practices Procurement Manual" for further information about procurements through assignment of another's contract rights. The recipient using assigned contract rights is responsible for ensuring the contractor's compliance with FTA's Buy America requirements and execution of all the required Buy America preaward review and post delivery review certifications. For further details, please refer to FTA's Pre-Award and Post-Delivery Handbook for buses and railcars, which contain copies of those certifications. The recipient seeking to use assigned contract rights will not usually be able to determine whether the assigning recipient originally procured unreasonably large quantities. Before proceeding with the assignment, however, FTA does expect the recipient seeking the assignment to review the original contract to be sure that the quantities the assigning recipient acquired, coupled with the quantities the acquiring recipient seeks, do not exceed the amounts available under the assigning recipient's contract.

(b) Alternatives to Assigned Contract Rights. Assignments limit a recipient's choices to specific property and services acquired to meet another recipient's

particular needs, and may be less suited to the needs of the recipient seeking the assignment. More desirable approaches may include:

1 Joint Procurements. Recipients should consider combining or "pooling" their procurements to obtain better pricing. In general, joint procurements are often more desirable than procurements through assignment because an assignment does not represent the combined buying power of more than one purchaser at the time when prices are established. A joint procurement may also offer the advantage of permitting the parties to acquire property and services more closely responsive to each purchaser's material requirements than would be available through assignment of existing contract rights. FTA cautions, however, that if two or more parties jointly solicit and award an IDIQ contract, total minimum and maximum quantities are expected to be stated in the solicitation and contract.

2 Intergovernmental Procurements. As discussed in sections 4, 5, and 6 of this Chapter, Federal, State, and local governmental resources may provide attractive procurement opportunities.

b. Impermissible Actions. A recipient may not use Federal assistance to finance:

(1) Improper Contract Expansion. A contract has been improperly expanded when it includes a larger scope, greater quantities, or options beyond the original recipient's reasonably anticipated needs. A contract has also been improperly expanded when excess capacity has been added primarily to permit assignment of those contract rights to another entity. The Common Grant Rules require the recipient to have procurement procedures that preclude the recipient from acquiring property or services it does not need.

(2) Cardinal Changes. A significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change. Such practices are sometimes informally referred to as "tag-ons." A change within the scope of the contract (sometimes referred to as an "in-scope" change) is not a "tag-on" or cardinal change.

(a) Identifying Cardinal Changes. Although FTA has provided additional guidance in its Best Practices Procurement Manual, FTA has not developed a finite list of acceptable contract changes. Recognizing a cardinal change to a third party contract can be difficult. A cardinal change cannot be identified

easily by assigning a specific percentage, dollar value, number of changes, or other objective measure that would apply to all cases.

(b) Changes in Quantity. To categorize virtually any change in quantity as a prohibited cardinal change (sometimes referred to as an "out-of-scope" change) fails to account for the realities of the marketplace and unnecessarily restricts a recipient from exercising reasonable freedom to make minor adjustments contemplated fairly and reasonably by the parties when they entered into the contract. The U.S. Supreme Court decision in *Freund v. United States*, 260 U.S. 60 (1922) supports FTA's policy.

(c) Tests. Among other things, customary marketing practices can influence the determination of which changes will be "cardinal." Other tests involve the nature and extent of the work to be performed, the amount of effort involved, whether the change was originally contemplated at the time the original contract was entered into, or the cumulative impact on the contract's quantity, quality, costs, and delivery terms.

(d) Rolling Stock. In the case of rolling stock, a major change in quantity or a substitution of major end items not contemplated when competition for the original award took place would generally be a cardinal change. Another cardinal change would, at this time, include a change from a high-floor to a low-floor vehicle. Changing an engine might result in a cardinal change depending on the circumstances surrounding the project and whether a compatible replacement could be obtained through competition. FTA, however, considers changes to seating, fabrics, and colors, exterior paint schemes, signage, and floor covering, and other similar changes to be permissible changes.

(e) Federal Procurement Standards. The broader standards applied in Federal contracting practice reflected in Federal court decisions, Federal Boards of Contract Appeals decisions, and U.S. Comptroller General decisions provide guidance in determining whether a change would be treated as a cardinal change. FTA does not imply that these Federal procurement decisions are controlling. FTA intends to consider the collective wisdom within these decisions in determining the nature of third party contract changes along the broad spectrum between permissible changes and impermissible cardinal changes. Other guidance can be found in FTA's Best Practices Procurement Manual and "Frequently Asked Questions" at the FTA Web site: **http://www.fta.dot.gov/funding/thirdpartyprocurement/grants_financing_6039.html.**

FTA intends to monitor its recipients and oversight contractors to ensure that this concept is well understood and uniformly applied. This approach permits greater latitude but, because it requires analysis, it can sometimes require a greater knowledge of Federal contracting practices. In any event, before attempting to change the terms of its contract, the recipient should review the contract's provisions to ensure that the contract permits the change sought.

8. THE OPEN MARKET. The recipient will probably acquire most of the property and services it needs through procurements in the open market. The next two chapters of this circular will address proper procedures for conducting and administering such procurements.

VI. CHAPTER VI

PROCEDURAL GUIDANCE FOR OPEN MARKET PROCUREMENTS

1. COMPETITION REQUIRED. Except as permitted by Federal law or regulations, the Common Grant Rules require a recipient of Federal assistance to use third party procurement procedures that provide full and open competition. The Federal Transit Administration's (FTA) enabling legislation at 49 U.S.C. Section 5325(a), also requires an FTA recipient to conduct all third party procurements financed under 49 U.S.C. Chapter 53 in a manner that provides full and open competition as determined by FTA. The recipient may make third party contract awards on the basis of:

   a. Solicitation by the Recipient. Compliance with the solicitation procedures described in this Chapter will fulfill FTA requirements for "full and open competition."

   b. Unsolicited Proposals. A recipient may also enter into a third party contract based on an unsolicited proposal, as defined in Chapter I of this circular, when authorized by applicable State or local law or regulation. Receipt of an unsolicited proposal does not, by itself, justify contract award without providing for full and open competition. Unless the unsolicited proposal offers a proprietary concept that is essential to contract performance, FTA expects the recipient to seek competition. To satisfy the requirement for full and open competition, FTA expects the recipient to take the following actions before entering into a contract resulting from an unsolicited proposal:

      (1) Receipt. Publicize its receipt of the unsolicited proposal,

      (2) Adequate Description. Publicize an adequate description of the property or services offered without improperly disclosing proprietary information or disclosing the originality of thought or innovativeness of the property or services sought,

      (3) Interest in the Property or Services. Publicize its interest in acquiring the property or services described in the proposal,

      (4) Adequate Opportunity to Compete. Provide an adequate opportunity for interested parties to comment or submit competing proposals, and

      (5) Contract Award Based on Proposals Received. Publicize its intention to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

      If it is impossible to describe the property or services offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the property or services sought, the recipient may make a sole source award to the offeror.

A sole source award may not be based solely on the unique capability of the offeror to provide the specific property or services proposed.

c. Prequalification. Prequalification lists are most commonly used in procurements of property involving lengthy evaluations needed to determine whether it satisfies the recipient's standards. The Common Grant Rule for governmental recipients permits a recipient to prequalify people, firms, and property for procurement purposes under the following standards:

(1) Lists. The recipient ensures that all prequalification lists it uses are current.

(2) Sources. The recipient ensures that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition.

(3) Qualification Periods. The recipient permits potential bidders or offerors to qualify during the solicitation period (from the issuance of the solicitation to its closing date). FTA, however, does not require a recipient to hold a particular solicitation open to accommodate a potential supplier that submits property for approval before or during that solicitation. Nor must a recipient expedite or shorten prequalification evaluations of bidders, offerors, or property presented for review during the solicitation period.

Prequalification should not be confused with reviews of technical qualifications that are an essential process in two-step procurements and qualifications-based procurements, as discussed further in subsections 3.e and 3.f of this Chapter, respectively.

2. SOLICITATION REQUIREMENTS AND RESTRICTIONS. The Common Grant Rules require that each solicitation provide the following information:

a. Description of the Property or Services. The solicitation and the contract awarded must include a clear and accurate description of the recipient's technical requirements for the property or services to be acquired in a manner that provides for full and open competition.

(1) What to Include. The description may include a statement of the qualitative nature of the property or services to be acquired. When practicable, the recipient should describe its requirements in terms of functions to be performed or level of performance required, including the range of acceptable characteristics or minimum acceptable standards. The Common Grant Rules for governmental recipients states that "Detailed product specifications should be avoided if at all possible." Both Common Grant Rules express a preference for performance or functional specifications, but do not prohibit the use of detailed technical specifications when appropriate.

(2) Quantities Limited to the Recipient's Actual Needs. FTA limits Federal assistance to the amount necessary to support the quantity of property or extent of services the recipient actually needs at the time of acquisition. The recipient may not add quantities or options to contracts solely to allow assignments at a later date. FTA will not knowingly support the additional cost of contract rights to property or services excess to the recipient's immediate needs, even though the recipient may assign its excess contract rights to others.

(3) Brand Name or Equal. When it is impractical or uneconomical to provide a clear and accurate description of the technical requirements of the property to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of a specific type of property. The recipient must identify the salient characteristics of the named brand that offerors must provide. When using a "brand name" specification, the recipient does not need to reverse-engineer a complicated part to identify precise measurements or specifications in order to describe its salient characteristics. FTA's "Best Practices Procurement Manual," (BPPM) contains additional information on preparation of specifications including examples with specific language.

(4) Prohibitions. The Common Grant Rules prohibit solicitation requirements that contain features that unduly restrict competition. FTA recipients are also prohibited by 49 U.S.C. Section 5325(h) from using FTA assistance to support an exclusionary or discriminatory specification. Some situations considered to be impermissibly restrictive of competition include, but are not limited to, the following, all of which are identified in one or both Common Grant Rules:

(a) Excessive Qualifications. Imposing unreasonable business requirements for bidders or offerors.

(b) Unnecessary Experience. Imposing unnecessary experience requirements for bidders and offerors.

(c) Improper Prequalification. Using prequalification procedures that conflict with the prequalification standards described in subsection 1.c of this Chapter.

(d) Retainer Contracts. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if that award is not for the property or services specified for delivery under the retainer contract.

(e) Excessive Bonding. To encourage greater contractor participation in FTA assisted projects, FTA does not require the recipient to impose bonding requirements on its third party contractors other than construction bonding specified by the Common Grant Rules and this circular for construction. FTA discourages unnecessary bonding because it increases the cost of the contract

and restricts competition, particularly by disadvantaged business enterprises. Bond companies exercise their discretion and assure their profits primarily by declining to undertake excessive risks. Consequently many bidders have limited "bonding capacity." Unnecessary performance bonding requirements reduce a prospective bidder's or offeror's capability to bid or offer a proposal on bonded work. Small businesses with short histories may have particular difficulty obtaining bonds as may be specified.

Nevertheless, even though bonding can be expensive, FTA recognizes that a recipient might find bid, performance, or payment bonds to be desirable. Because bonding requirements can limit contractor participation, FTA expects the recipient's bonding requirements to be reasonable and not unduly restrictive. FTA, however, will not challenge State or local bonding requirements as unreasonably restrictive of competition, even though they might exceed Federal requirements. Nevertheless, if the recipient's bonding policies result in such "excessive bonding" that it would violate the Common Grant Rules as restrictive of competition. FTA will not provide Federal assistance for those procurements. Thus if the recipient's bonding policies far exceed those described in this subparagraph or are permissible under State or local law, the recipient should obtain FTA's written concurrence to ensure the availability of Federal assistance for the project.

(f) Brand Name Only. Specifying only a "brand name" product without allowing offers of "an equal" product, or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.

(g) In-State or Local Geographic Restrictions. Specifying in-State or local geographical preferences, or evaluating bids or proposals in light of in-State or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. In particular, 49 U.S.C. Section 5325(i) prohibits an FTA recipient from limiting its bus purchases to in-State dealers. Exceptions expressly mandated or encouraged by Federal law include the following:

1 Architectural Engineering (A&E) Services. Geographic location may be a selection criterion if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.

2 Licensing. A State may enforce its licensing requirements, provided that those State requirements do not conflict with Federal law.

3 Major Disaster or Emergency Relief. Federal assistance awarded under the Stafford Act, 42 U.S.C. Section 5150, to support contracts and

agreements for debris clearance, distribution of supplies, reconstruction, and other major disaster or emergency assistance activities permits a preference, to the extent feasible and practicable, for organizations, firms, and individuals residing or doing business primarily in the area affected by a major disaster or emergency.

(h) Organizational Conflicts of Interest. Engaging in practices that result in organizational conflicts of interest as prohibited by the Common Grant Rules:

1 Occurrence. An organizational conflict of interest occurs when any of the following circumstances arise:

a Lack of Impartiality or Impaired Objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.

b Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.

c Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.

2 Remedies. FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

(i) Restraint of Trade. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies. Questionable practices would include, but not be limited to submissions of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.

(j) Arbitrary Action. Taking any arbitrary action in the procurement process.

b. Evaluation Factors. The solicitation must identify all factors to be used in evaluating bids or proposals.

c. Contract Type Specified. The recipient's specifications should state the type of contract that will be awarded.

(1) Typical Contract Types. Contract types may include, but are not limited to, the following:

(a) Firm Fixed Price. A firm fixed price contract includes a price that remains fixed irrespective of the contractor's cost experience in performing the contract. A firm fixed price contract may include an economic price adjustment provision, incentives, or both.

(b) Cost Reimbursement. A cost-reimbursement contract provides for payment of the contractor's allowable incurred costs, to the extent prescribed in the contract. Allowable costs may include incentives if the recipient believes they can prove helpful. Cost-reimbursement contracts are suitable for use only when the uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy to use any type of fixed price contract.

(2) Prohibited or Restricted Contract Types. The Common Grant Rule for governmental recipients provides more guidance on contract type than does the Common Grant Rule for non-governmental recipients, which merely authorizes the recipient to select the type of contract it will use (for example, fixed price, cost reimbursement, purchase order, or incentive contract) if it is appropriate for the particular procurement and promotes the best interests of the program or project involved.

The following contract types are restricted or prohibited:

(a) Cost Plus a Percentage of Cost—Prohibited. The Common Grant Rules expressly prohibit the use of the cost plus a percentage of cost method of contracting.

(b) Percentage of Construction Cost—Prohibited. The Common Grant Rules expressly prohibit the use of the percentage of construction cost method of contracting.

(c) Time and Materials—Restricted. The Common Grant Rule for governmental recipients permits the use of time and material contracts only:

1 When to Use. After determining that no other contract type is suitable; and

2 Firm Ceiling Price. If the contract specifies a ceiling price that the contractor may not exceed except at its own risk.

FTA strongly encourages non-governmental recipients to use similar procedures.

d. Other Federal Requirements Affecting the Property or Services to be Acquired. The solicitation and resulting contract must identify those Federal requirements that will affect contract scope and performance. *See*, Chapter IV, subsection 2.b of this circular, and FTA's latest Master Agreement for references to Federal requirements established following publication of this circular.

e. Other Federal Requirements Affecting the Bidder or Offeror and the Contractor. The solicitation and resulting contract must identify all Federal requirements that a bidder or offeror must fulfill before and during contract performance. *See*, Chapter IV, subsection 2.a of this circular and FTA's latest Master Agreement that may reference more Federal requirements.

f. Award to Other Than the Low Bidder. If the recipient intends to reserve its right to award to other than the low bidder or offeror, that information should be stated in the solicitation document.

g. Rejection of All Bids or Offers. If the recipient intends to reserve its right to reject all bids or offers, that information should be stated in the solicitation document.

3. METHODS OF PROCUREMENT. The recipient should use competitive procedure(s) appropriate for the acquisition undertaken. The procedures used must comply with State and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of the Common Grant Rule for governmental recipients, supplemented by FTA policies that address the needs of FTA recipients.

   a. Micro-Purchases. Consistent with the Federal Acquisition Regulation (FAR), FTA considers micro-purchases to be those purchases of $3,000 or less.

      (1) When Appropriate. If permitted by State and local law, the recipient may acquire property and services valued at $3,000 or less without obtaining competitive quotations. These purchases are exempt from FTA's Buy America requirements Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding $2,000, even though the recipient uses micro-purchase procurement procedures. FTA does not intend to imply that the recipient must treat any purchase of $3,000 or less as a micro-purchase. The recipient may set lower thresholds for micro-purchases in compliance with State and local law, or otherwise as it considers appropriate.

      (2) Procedures. The following procedures apply to micro-purchases:

(a) Competition. The recipient should distribute micro-purchases equitably among qualified suppliers.

(b) Prohibited Divisions. The recipient may not divide or reduce the size of its procurement merely to come within the micro-purchase limit.

(c) Documentation. FTA's only documentation requirement for micro-purchases is a determination that the price is fair and reasonable and a description of how the recipient made its determination. FTA does not require the recipient to provide its rationale for the procurement method used, selection of contract type, or reasons for contractor selection or rejection.

b. Small Purchases. The Common Grant Rule for governmental recipients authorizes governmental recipients to use relatively simple and informal small purchase procedures as follows:

(1) When Appropriate. Small purchase procedures may be used to acquire services, supplies, or other property valued at more than the micro-purchase threshold (currently, $3,000) but less than the Federal simplified acquisition threshold at 41 U.S.C. Section 403(11), currently $100,000. (FTA recognizes the small purchase threshold to be the same as the simplified acquisition threshold.) *Also see,* Chapter II, Subsection 3.b. These purchases are also exempt from FTA's Buy America requirements. FTA does not intend to imply that any purchase of $100,000 or less must be treated as a small purchase. The recipient may set lower thresholds for small purchases in compliance with State and local law, or otherwise as it considers appropriate.

(2) Procedures. When using small purchase procedures:

(a) Competition. The recipient must obtain price or rate quotations from an adequate number of qualified sources.

(b) Prohibited Divisions. The recipient may not divide or reduce the size of its procurement to avoid the additional procurement requirements applicable to larger acquisitions.

c. Sealed Bids (Formal Advertising). The Common Grant Rule for governmental recipients acknowledges sealed bidding to be a generally accepted procurement method in which bids are publicly solicited, and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is lowest in price.

(1) When Appropriate. The Common Grant Rule for government recipients states a preference for the sealed bids procurement method for acquiring property,

construction, and other services. Sealed bid procurements should be used when the following circumstances are present:

(a) Precise Specifications. A complete, adequate, precise, and realistic specification or purchase description is available.

(b) Adequate Sources. Two or more responsible bidders are willing and able to compete effectively for the business.

(c) Fixed Price Contract. The procurement generally lends itself to a firm fixed price contract.

(d) Price Determinative. The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations discussed in later sections of this Chapter, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.

(e) Discussions Unnecessary. Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone. This contrasts with Competitive Proposal procedures in which discussions with individual offerors are expected to be necessary and may take place at any time after receipt of proposals. However, a pre-bid conference with prospective bidders before bids have been received can be useful.

(2) Procurement Procedures. The following procedures apply to sealed bid procurements:

(a) Publicity. The invitation for bids is publicly advertised.

(b) Adequate Sources. Bids are solicited from an adequate number of known suppliers.

(c) Adequate Specifications. The invitation for bids, including any specifications and pertinent attachments, describes the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.

(d) Sufficient Time. Bidders are allowed sufficient time to prepare bids before the date of bid opening.

(e) Public Opening. All bids are publicly opened at the time and place prescribed in the invitation for bids.

(f) Fixed Price Contract. A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as transportation costs and life cycle costs affect the determination of the lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.

(g) Rejection of Bids. Any or all bids may be rejected if there is a sound, documented business reason.

FTA strongly encourages non-governmental recipients to use similar procedures.

d. Competitive Proposals (Request for Proposals). The Common Grant Rule for governmental recipients acknowledges the use of competitive proposals to be a generally accepted procurement method when the nature of the procurement does not lend itself to sealed bidding and the recipient expects that more than one source will be willing and able to submit an offer or proposal.

(1) When Appropriate. Competitive proposals should be used when any of the following circumstances are present:

(a) Type of Specifications. The property or services to be acquired are described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing the contract award on factors other than price alone are present.

(b) Uncertain Number of Sources. Uncertainty about whether more than one bid will be submitted in response to an invitation for bids and the recipient lacks the authority or flexibility under State or local law to negotiate the contract price if it receives only a single bid.

(c) Price Alone Not Determinative. Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors. In different types of negotiated acquisitions, the relative importance of cost or price may vary. When the recipient's material requirements are clearly definable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirements, the more development work required, or the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price.

(d) Discussions Expected. Separate discussions with individual offeror(s) are expected to be necessary after they have submitted their proposals. This contrasts with Sealed Bids (Formal Advertising) procedures in which discussions with individual bidders are not likely to be necessary, as award of the contract will be made based on price and price-related factors alone.

(2) Procurement Procedures. The following procedures apply to procurements by competitive proposals:

(a) Publicity. The request for proposals is publicly advertised.

(b) Evaluation Factors. All evaluation factors and their relative importance are specified in the solicitation; but numerical or percentage ratings or weights need not be disclosed.

(c) Adequate Sources. Proposals are solicited from an adequate number of qualified sources.

(d) Evaluation Method. A specific method is established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.

(e) Price and Other Factors. An award is made to the responsible offeror whose proposal is most advantageous to the recipient's program with price and other factors considered.

(f) Best Value. If permitted under its State or local law, the recipient may award the contract to the offeror whose proposal provides the greatest value to the recipient. To do so, the recipient's solicitation must inform potential offerors that the award will be made on a "best value" basis and identify what factors will form the basis for award. The evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. Those evaluation factors may include, but need not be limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. The recipient should base its determination of which proposal represents the "best value" on an analysis of the tradeoff of qualitative technical factors and price or cost factors. Apart from the statutory requirement that the contract must support the recipient's public transportation project consistent with applicable Federal laws and regulations, FTA does not require any specific factors or analytic process.

FTA strongly encourages non-governmental recipients to use similar procedures.

e. Two-Step Procurement Procedures. If permitted by State and local law, the recipient may use two-step procurement procedures in both sealed bid and competitively negotiated procurements, provided the opportunity for full and open competition is retained.

(1) Review of Technical Qualifications and Approach. The first step is a review of the prospective contractors' technical approach to the recipient's request and technical qualifications to carry out that approach. The recipient then may narrow the competitive range to prospective contractors that demonstrate a technically satisfactory approach and have satisfactory qualifications.

(2) Review of Bids and Proposals Submitted by Qualified Prospective Contractors. The second step consists of soliciting and reviewing complete bids (sometimes referred to as "two-step sealed bidding") or proposals (as in "competitive negotiations"), including price, submitted by each prospective contractor determined to be qualified. Absent exceptional circumstances, the recipient should attempt to solicit bids or proposals from at least three qualified prospective contractors. Unlike qualifications-based procurement procedures required for A&E services, and other contracts covered by 49 U.S.C. Section 5325(b) discussed in subsection 3.f of this Chapter, FTA expects the recipient to consider all bid or proposal prices submitted as well as other technical factors, rather than limiting reviews to the most qualified bidder or offeror.

f. Architectural Engineering (A&E) Services and Other Services. FTA's enabling legislation at 49 U.S.C. Section 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, to acquire A&E services, but also for program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services. The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used as described below.

(1) Qualifications-Based Procurement Procedures Required. The recipient must use qualifications-based procurement procedures not only when contracting for A&E services, but also for other services listed in 49 U.S.C. Section 5325(b)(1) that are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property. For example, a contractor performing program management, project design, construction management, or engineering services in which that contractor would select the finished products to be acquired for an FTA assisted construction project must be selected through qualifications-based procurement procedures.

(2) Qualifications-Based Procurement Procedures Prohibited. Unless FTA determines otherwise in writing, a recipient may not use qualifications-based procurement procedures to acquire other types of services if those services are not directly in support of, directly connected to, directly related to, or do not lead to construction, alteration, or repair of real property. Even if a contractor has performed services listed herein in support of a construction, alteration, or repair project involving real property, selection of that contractor to perform similar services not relating to construction may not be made through the use of qualifications-based procurement procedures.

A project involving construction does not always require that qualifications-based procurement procedures be used. Whether or not qualifications-based procurement procedures may be used depends on the actual services to be performed in connection with the construction project. For example, the design or fabrication of message signs, signals, movable barriers, and similar property that will become off-the-shelf items or will be fabricated and delivered as final end products for installation in an FTA assisted construction project are not services for which qualifications-based procurement procedures may be used. Nor are actual construction, alteration, or repair to real property the type of services for which qualifications-based procurement procedures may be used.

(3) Qualifications-Based Procurement Procedures. The following procedures apply to qualifications-based procurements:

(a) Qualifications. Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.

(b) Price. Price is excluded as an evaluation factor.

(c) Most Qualified. Negotiations are first conducted with only the most qualified offeror.

(d) Next Most Qualified. Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.

(e) Effect of State Laws. To the extent that a State has, before August 10, 2005, adopted by law, an equivalent State qualifications-based-procurement requirement for acquiring architectural, engineering, and design services, State procedures, rather than Federal "Brooks Act" procedures (40 U.S.C. Sections 1101 through 1104), may be used.

(4) Audits and Indirect Costs. As required by 49 U.S.C. Section 5325(b)(2), the following requirements apply to a third party contract for program management, architectural engineering, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping, or related services:

(a) Performance of Audits. The third party contract or subcontract must be performed and audited in compliance with FAR Part 31 cost principles.

(b) Indirect Cost Rates. The recipient and the third party contractor, its subcontractors and subrecipients, if any, must accept FAR indirect cost rates for the one-year applicable accounting periods established by a cognizant Federal or State government agency, if those rates are not currently under dispute.

(c) Application of Rates. After a firm's indirect cost rates established as described in subparagraph 3.f(4)(b) above are accepted, those rates will apply for purposes of contract estimation, negotiation, administration, reporting, and payments, not limited by administrative or de facto ceilings.

(d) Prenotification; Confidentiality of Data. Before requesting or using cost or rate data described in subparagraph 3.f(4)(c) above, a recipient must notify the affected firm(s). That data must be kept confidential and may not be accessible by or provided by the agency or group of agencies that share cost data under this subparagraph, except by written permission of the audited firm. If prohibited by law, that cost and rate data may not be disclosed under any circumstances. FTA recognizes that many States have "Open Records" laws that may make it difficult to maintain confidential cost or rate data. As a result, before requesting or using a firm's cost or rate data, not only should a recipient notify the affected firm, but it must also obtain permission to provide that data in response to a valid request under applicable State law. The confidentiality requirements of 49 U.S.C. 5325(b)(2)(D) cannot be waived, even if those confidentiality requirements conflict with State law or regulations.

g. Design-Bid-Build. The design-bid-build procurement method requires separate contracts for design services and for construction.

(1) Design Services. For design services, the recipient must use qualifications-based procurement procedures, in compliance with applicable Federal, State and local law and regulations.

(2) Construction. Because the recipient may not use qualifications-based procurement procedures for the actual construction, alteration or repair of real property, the

recipient generally must use competitive procedures for the construction. These may include sealed bidding or competitive negotiation procurement methods, as appropriate.

h. Design-Build. The design-build procurement method consists of contracting for design and construction simultaneously with contract award to a single contractor, consortium, joint venture, team, or partnership that will be responsible for both the project's design and construction. FTA's enabling legislation expressly authorizes the use of FTA capital assistance to support design-build projects "after the recipient complies with Government requirements," 49 U.S.C. Section 5325(d)(2).

(1) Procurement Method Determined by Value. First, the recipient must separate the various contract activities to be undertaken and classify them as design or construction, and then calculate the estimated total value of each. Because both design and construction are included in a single procurement, the FTA expects the recipient to use the procurement method appropriate for the services having the greatest cost, even though other necessary services would not typically be procured by that method.

(a) Construction Predominant. The construction costs of a design-build project are usually predominant so that the recipient would be expected to use competitive negotiations or sealed bids for the entire procurement rather than the qualification-based "Brooks Act" procurement procedures. Specifically, when construction costs will be predominant, unless FTA determines otherwise in writing, an FTA recipient may not use qualifications-based procurement procedures to acquire architectural engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural and engineering, surveying, mapping, or related A&E services unless required by State law adopted before August 10, 2005.

(b) Design Services Predominant. In the less usual circumstance in which the cost of most work to be performed will consist of costs for architectural and engineering, program management, construction management, feasibility studies, preliminary engineering, design, architectural engineering, surveying, mapping, or related A&E services, FTA expects the recipient to use qualifications-based procurement procedures based on the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, as described in subsection 3.e of this Chapter.

(2) Selection Processes. The recipient may structure its design-build procurement using one or more steps as described below:

(a) One-Step Method. The recipient may undertake its design-build procurement in a single step.

(b) Two-Step Method. Another procurement method the recipient may use for large design-build projects is a two-step selection process as authorized for Federal Government use by 41 U.S.C. Section 253m. This method consists of:

1 Review of Technical Qualifications and Approach. The first step is a review of the prospective contractors' technical qualifications and technical approach to the project. The recipient may then narrow the competitive range to those prospective contractors with satisfactory qualifications that demonstrate a technically satisfactory approach.

2 Review of Complete Proposals. The second step consists of soliciting and reviewing complete proposals, including price, submitted by prospective contractors first determined to be qualified.

By using this two-step method, it will not be necessary for the recipient to undertake extensive proposal reviews, nor will prospective offerors need to engage in expensive proposal drafting. This two-step selection procedure is separate and distinct from prequalification and is but one procurement method available to the recipient.

i. Other Than Full and Open Competition. Normally, the recipient must provide for full and open competition when soliciting bids or proposals. The Common Grant Rule for governmental recipients, however, acknowledges that under certain circumstances, a recipient may conduct procurements without providing for full and open competition.

(1) When Appropriate. A recipient may use noncompetitive proposals only when the procurement is inappropriate for small purchase procedures, sealed bids, or competitive proposals, and at least one of the following circumstances are present:

(a) Adequate Competition. After soliciting several sources, FTA expects the recipient to review its specifications to determine if they are unduly restrictive or if changes can be made to encourage submission of more bids or proposals. After the recipient determines that the specifications are not unduly restrictive and changes cannot be made to encourage greater competition, the recipient may determine the competition adequate. A cost analysis must be performed in lieu of a price analysis when this situation occurs.

(b) Sole Source. When the recipient requires supplies or services available from only one responsible source, and no other supplies or services will satisfy its requirements, the recipient may make a sole source award. When the

recipient requires an existing contractor to make a change to its contract that is beyond the scope of that contract, the recipient has made a sole source award that must be justified.

1 Unique Capability or Availability. The property or services are available from one source if one of the conditions described below is present:

a Unique or Innovative Concept. The offeror demonstrates a unique or innovative concept or capability not available from another source. Unique or innovative concept means a new, novel, or changed concept, approach, or method that is the product of original thinking, the details of which are kept confidential or are patented or copyrighted, and is available to the recipient only from one source and has not in the past been available to the recipient from another source.

b Patents or Restricted Data Rights.. Patent or data rights restrictions preclude competition.

c Substantial Duplication Costs. In the case of a follow-on contract for the continued development or production of highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in substantial duplication of costs that are not expected to be recovered through competition.

d Unacceptable Delay. In the case of a follow-on contract for the continued development or production of a highly specialized equipment and major components thereof, when it is likely that award to another contractor would result in unacceptable delays in fulfilling the recipient's needs.

2 Single Bid or Single Proposal. Upon receiving a single bid or single proposal in response to a solicitation, the recipient should determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and might include a survey of potential sources that chose not to submit a bid or proposal.

a Adequate Competition. FTA acknowledges competition to be adequate when the reasons for few responses were caused by conditions beyond the recipient's control. Many unrelated factors beyond the recipient's control might cause potential sources not to submit a bid or proposal. If the competition can be determined adequate, FTA's competition requirements will be fulfilled, and the procurement will qualify as a valid competitive award.

b Inadequate Competition. FTA acknowledges competition to be inadequate when, caused by conditions within the recipient's control. For example, if the specifications used were within the recipient's control and those specifications were unduly restrictive, competition will be inadequate.

(c) Unusual and Compelling Urgency. The Common Grant Rule for governmental recipients permits the recipient to limit the number of sources from which it solicits bids or proposals when a recipient has such an unusual and urgent need for the property or services that the recipient would be seriously injured unless it were permitted to limit the solicitation. The recipient may also limit the solicitation when the public exigency or emergency will not permit a delay resulting from competitive solicitation for the property or services.

(d) Associated Capital Maintenance Item Exception Repealed. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) repealed the special procurement preference previously authorized for associated capital maintenance items. Thus, any sole source procurement of associated capital maintenance items must qualify for an exception under the same standards that would apply to other sole source acquisitions.

(e) Authorized by FTA. The Common Grant Rules provide Federal agencies authority to permit a recipient to use noncompetitive proposals. Under this authority, FTA has made the following determinations:

1 Consortium, Joint Venture, Team, Partnership. With some exceptions, when FTA awards a grant agreement or enters into a cooperative agreement with a consortium, joint venture, team, or partnership, or provides FTA assistance for a research project in which FTA has approved the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement constitutes approval of those arrangements. In such cases, FTA expects the recipient to use competition, as feasible, to select other participants in the project.

2 FAR Standards. To ensure that the recipient has flexibility equal to that of Federal contracting officers, FTA authorizes procurement by noncompetitive proposals in all of the circumstances authorized by FAR Part 6.3. In addition to circumstances discussed in the Common Grant Rules, the FAR authorizes less than full and open competitive procurements in one or more of the following circumstances:

a Statutory Authorization or Requirement. To comply with Department of Transportation (DOT) appropriations laws that include specific statutory requirements, with the result that only a single contractor can perform certain project work.

b National Emergency. To maintain a facility, producer, manufacturer, or other supplier available to provide supplies or services in the event of a national emergency or to achieve industrial mobilization.

c Research. To establish or maintain an educational or other non-profit institution or a federally funded research and development center that has or will have an essential engineering, research, or development capability.

d Protests, Disputes, Claims, Litigation. To acquire the services of an expert or neutral person for any current or anticipated protest, dispute, claim, or litigation.

e International Arrangements. When precluded by the terms of an international agreement or a treaty between the United States and a foreign government or international organization, or when prohibited by the written directions of a foreign government reimbursing the recipient for the cost of the acquisition of the supplies or services for that government.

f National Security. When the disclosure of the recipient's needs would compromise the national security.

g Public Interest. When the recipient determines that full and open competition in connection with a particular acquisition is not in the public interest.

(2) When Prohibited. Less than full and open competition is not justified based on:

(a) Failure to Plan. The recipient's lack of advance planning, or

(b) Limited Availability of Federal Assistance. Concerns about the amount of Federal assistance available to support the procurement (for example, expiration of Federal assistance previously available for award).

(3) Procurement Procedures. When less than full and open competition is available to the recipient, the Common Grant Rule for governmental recipients directs the recipient to:

(a) Potential Sources. Solicit offers from as many potential sources as is practicable under the circumstances.

(b) Sole Source Justification. If the recipient decides to solicit an offer from only one source, the recipient must justify its decision adequately in light of the standards of subparagraph 3.i(1)(b) of this Chapter. FTA expects this sole source justification to be in writing.

(c) Cost Analysis. Prepare or obtain a cost analysis verifying the proposed cost data, the projections of the data, and the evaluation of the costs and profits.

(d) Preaward Review. Submit the proposed procurement to FTA for preaward review if FTA so requests.

4. ELIGIBLE COSTS. Property and services must be eligible for Federal participation under the standards of the Federal cost principles applicable to the recipient before the recipient may use FTA assistance to support its costs (2 CFR Part 220, 2 CFR Part 225, 2 CFR Part 230, or FAR Part 31). A recipient may use its own cost principles that comply with applicable Federal cost principles. FTA assistance may support contract costs or prices based on estimated costs only if the costs incurred or cost estimates included in negotiated prices comply with applicable Federal cost principles, and the property or services are eligible for Federal assistance under the terms of the underlying grant or cooperative agreement.

5. INCENTIVE COSTS AND PAYMENTS. SAFETEA-LU added a new amendment, 49 U.S.C. Section 5309(l), authorizing incentive payments to contractors that provide accurate cost and ridership estimates in connection with a new fixed guideway capital project, and to contractors that enable a new fixed guideway capital project to be completed for less than its original estimated cost. These incentive payments will be allowable costs in addition to other eligible project costs and must be "necessary and reasonable." *See*, the Questions and Answers pertaining to incentive contracts at FTA's Web site: **http://www.fta.dot.gov/funding/thirdpartyprocurement/faq/grants_financing_6148.html**.

6. COST ANALYSIS AND PRICE ANALYSIS. The Common Grant Rules require the recipient to perform a cost analysis or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis depends on the facts and circumstances surrounding each procurement, but as a starting point, the recipient must make independent estimates before receiving bids or proposals.

   a. Cost Analysis. The recipient must obtain a cost analysis when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. The recipient must obtain a cost analysis when the offeror submits elements (that is, labor hours, overhead, materials, and so forth) of the estimated cost, (such as

professional consulting and A&E contracts, and so forth). The recipient is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The recipient, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

(1) Federal Cost Principles. Federal cost principles contain many requirements about the allowability and allocability of costs.

(2) Profit. FTA expects the recipient to negotiate profit as a separate element of the cost for each contract in which there has been no price competition, and in all acquisitions in which the recipient performs or acquires a cost analysis. To establish a fair and reasonable profit, the recipient needs to consider the complexity of the work to be performed, the risk undertaken by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.

b. Price Analysis. If the recipient determines that competition was adequate, a price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. As discussed previously in subsection 3.a of this Chapter, the price analysis for micro-purchases may be limited. Similarly, the recipient may use an abbreviated price analysis for small purchases in most cases. One method to record this price analysis is through the use of a preprinted form on which a contracting officer (or other responsible person) can annotate a finding of fair and reasonable pricing and check off the most common reasons why this would be so, such as catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services.

c. Guidance on Cost and Price Analysis. FTA recognizes that some recipients may have difficulty obtaining the information necessary to conduct a proper cost or price analysis. Although neither FTA nor DOT may change the Common Grant Rules' requirements for cost or price analysis, FTA continues to seek a fair, practical solution to this problem consistent with the flexibility provided to Federal contracting officers under the FAR The recipient may use the following resources as guidance in preparing cost or price analyses:

(1) FTA's "Best Practices Procurement Manual," Chapter 5,

(2) The National Transit Institute Course, "Cost or Price Analysis and Risk Assessment,"

(3) Pricing Guide for FTA Grantees, FTA Web Site: **http://www.fta.dot.gov/documents/Helpline_Price_Guide.doc.**,

(4) FAR Part 31, Contract Cost Principles and Procedures, and

(5) Defense Contract Audit Agency Audit Manual. *See*, the DCAA Web site: **http://www.dcaa.mil.**

Note, however, that the requirements of FAR Part 31 and the Defense Contract Audit Agency Audit Manual may differ from restrictions applicable to an FTA recipient. Each FTA recipient must comply with those Federal laws and regulations directly applicable to it.

7. EVALUATIONS. The following standards apply:

a. General. When evaluating bids or proposals submitted, FTA expects the recipient to consider all evaluation factors specified in its solicitation documents, and evaluate the bids or offers only on the evaluation factors included in those solicitation documents. The recipient may not modify its evaluation factors after bids or proposals have been submitted without re-opening the solicitation.

b. Options. In awarding the contract that will include options, the following standards apply:

(1) Evaluation Required. In general, FTA expects the recipient to evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.

(2) Evaluation Not Required. The recipient need not evaluate bids or offers for any option quantities when the recipient determines that evaluation would not be in its best interests. An example of a circumstance that may support a recipient's determination not to evaluate bids or offers for option quantities is when the recipient is reasonably certain that funds will not be available to permit it to exercise the option.

c. Evaluators. In addition to evaluators with experience in technical or public policy matters related to the procurement, other evaluators may also include auditors and financial experts to the extent that the recipient determines would be necessary or helpful. Although many FTA recipients assign evaluation duties to their own personnel, a recipient lacking qualified personnel within its organization may contract for the evaluation services it needs. If the recipient does contract for evaluation services, the procurement standards of this circular will apply to those contracts and to those contractors selected to perform procurement evaluation functions on behalf of the recipient.

8. CONTRACT AWARD. The following provisions apply to third party contract awards:

   a. Award to Other Than the Lowest Bidder or Offeror. Federal transit law at 49 U.S.C. Section 5325(c) authorizes the recipient to award a contract to other than the lowest bidder if the award furthers an objective consistent with the purposes of 49 U.S.C. Chapter 53, including improved long-term operating efficiency and lower long-term costs. The recipient may also award a contract to other than the offeror whose proposal is lowest, when stated in the evaluation factors of the solicitation. In both cases, the recipient should include a statement in its solicitation document reserving the right to award the contract to other than the low bidder or offeror.

   b. Award Only to a Responsible Bidder or Offeror. SAFETEA-LU amended 49 U.S.C. Section 5325 to require FTA assisted contract awards be made only to "responsible" contractors possessing the ability, willingness, and integrity to perform successfully under the terms and conditions of the contract. Responsibility is a procurement issue that is determined by the recipient after receiving bids or proposals and before making contract award. FTA expects the prospective contractor to demonstrate affirmatively to the recipient that it qualifies as "responsible" under the standards of 49 U.S.C. Section 5325, and that its proposed subcontractors also qualify as "responsible."

      To designate a prospective contractor "responsible" as required by 49 U.S.C. Section 5325, FTA expects the recipient, at a minimum, to determine and ensure that the prospective contractor satisfies the following criteria described herein. In addition to being otherwise qualified and eligible to receive the contract award under applicable laws and regulations, a responsible contractor must fulfill the following criteria:

      (1) Integrity and Ethics. Have a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A),

      (2) Debarment and Suspension. Be neither debarred nor suspended from Federal programs under DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4,

      (3) Affirmative Action and DBE. Be in compliance with the Common Grant Rules' affirmative action and FTA's Disadvantaged Business Enterprise requirements,

      (4) Public Policy. Be in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B),

      (5) Administrative and Technical Capacity. Have the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D),

(6) Licensing and Taxes. Be in compliance with applicable licensing and tax laws and regulations,

(7) Financial Resources. Have, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325(j)(2)(D),

(8) Production Capability. Have, or can obtain, the necessary production, construction, and technical equipment and facilities,

(9) Timeliness. Be able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments, and

(10) Performance Record. Be able to provide:

(a) Current Performance. A satisfactory current performance record, and

(b) Past Performance. A satisfactory past performance record in view of its records of long-time performance or performance with a predecessor entity, including:

1 Sufficient Resources. Key personnel with adequate experience, a parent firm with adequate resources and experience, and key subcontractors with adequate experience and past performance,

2 Adequate Past Experience. Past experience in carrying out similar work with particular attention to management approach, staffing, timeliness, technical success, budgetary controls, and other specialized considerations as described in the recipient's solicitation, and

3 Past Deficiencies Not the Fault of the Bidder or Offeror. A prospective bidder or offeror that is or recently has been seriously deficient in contract performance is presumed to be nonresponsible, unless the recipient determines that the circumstances were properly beyond the bidder or offeror's control, or unless the bidder or offeror has taken appropriate corrective action. Past failure to apply sufficient tenacity, perseverance, and effort to perform acceptably is strong evidence of nonresponsibility. Failure to meet the quality requirements of a contract is a significant factor to consider in determining satisfactory performance. FTA expects the recipient to consider the number of the bidder or offeror's contracts involved and the extent of deficient performance in each contract when making this determination.

Before entering into a full funding contract for a fixed guideway project, the recipient must now consider the prospective contractor's past performance in estimating costs and ridership as reported in the Contractor Performance Assessment Reports, as required by 49 U.S.C. Section 5325(j)(2)(C).

c. Rejection of Bids and Proposals. Depending on the type of recipient, the following applies:

(1) Governmental Recipients. The Common Grant Rule for governmental recipients asserts the recipient's right to reject all bids submitted in response to an invitation for bids or request for proposals.

(2) Non-Governmental Recipients. The Common Grant Rule for non-governmental recipients authorizes the recipient to reject any and all bids and proposals when it is in the recipient's interest to do so.

d. Extent and Limits of Contract Award. A selection of a contractor to participate in one aspect of a project does not, by itself, constitute a sole source selection of the contractor's wholly owned affiliates to perform other work in connection with the project.

VII. CHAPTER VII

PROTESTS, CHANGES AND MODIFICATIONS, DISPUTES, CLAIMS, LITIGATION, AND SETTLEMENTS

The Common Grant Rules assign responsibility to the recipient for resolving all contractual and administrative issues arising out of their third party procurements, including source evaluation and selection, including protests of awards, disputes, and claims using good administrative practices and sound business judgment. The Federal Transit Administration (FTA) also encourages the recipient to use appropriate alternative dispute resolution procedures. Neither FTA nor the Common Grant Rules relieve the recipient of any responsibility under its contracts to resolve disagreements that may arise in the course of contract formation or contract administration.

FTA is not a party to its recipients' third party contracts, and does not have any obligation to any participant in its recipients' third party contracts. In general, FTA will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. Examples of "Federal concerns" include, but are not limited to, situations "where a special Federal interest is declared because of program management concerns, possible mismanagement, impropriety, waste, or fraud." Nevertheless, FTA can become involved in the recipient's administrative decisions when a recipient's protest decision is appealed to FTA, or when the recipient seeks to use FTA assistance to support the costs of settlements or other resolutions of protests, disputes, claims, or litigation.

1. PROTESTS.

   a. The Recipient's Role and Responsibilities. The Common Grant Rules charge the recipient with the initial responsibility to resolve protests of third party contract awards.

      (1) Protest Procedures. Apart from other methods the recipient may have to resolve third party contract issues, such as mediation or arbitration, the Common Grant Rule for governmental recipients requires the recipient to have protest procedures. While the Common Grant Rule for non-governmental recipients does not impose a similar requirement on a non-governmental recipient, FTA expects each recipient to have appropriate written protest procedures, as part of its requirement to maintain or acquire adequate technical capacity to implement the project.

      (2) Responsibilities to FTA. The recipient's minimum responsibilities to FTA consist of the following:

         (a) Notify FTA Expeditiously. The Common Grant Rule for governmental recipients requires a governmental recipient to notify FTA when it receives a third party contract protest to which this circular applies, and to keep FTA

informed about the status of the protest. A non-governmental recipient involved in a protest is similarly expected to notify FTA when it receives a third party contract protest to which the circular applies, and to similarly keep FTA informed about the status of the protest. The recipient is expected to provide the following information:

1 Subjects. A list of protests involving third party contracts and potential third party contracts that:

a Have a value exceeding $100,000, or

b Involve a controversial matter, irrespective of amount, or

c Involve a highly publicized matter, irrespective of amount.

2 Details. The following information about each protest:

a A brief description of the protest,

b The basis of disagreement, and

c If open, how far the protest has proceeded, or

d If resolved, the agreement or decision reached, and

e Whether an appeal has been taken or is likely to be taken.

3 When and Where. The recipient should provide this information:

a In its next quarterly Milestone Progress Report, and

b At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no protests are outstanding.

4 FTA Officials to Notify. When a recipient denies a bid protest, and especially if an appeal to FTA is likely to occur, FTA expects the recipient to inform the FTA Regional Administrator for the region administering a regional project, or the FTA Associate Administrator for the program office administering a headquarters project directly. FTA also encourages the recipient to keep its FTA project manager informed about protests with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(b) Access to Information. FTA expects the recipient to disclose information about any third party procurement protest to FTA upon request. FTA reserves the right to require the recipient to provide copies of a particular protest or all protests, and any or all related supporting documents as FTA may determine necessary.

b. FTA's Role and Responsibilities. FTA has developed an appeals process for reviewing protests of a recipient's procurement decisions.

(1) Requirements for the Protester. The protester must:

(a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the third party contract at issue.

1 Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

2 Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.

3 Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.

(b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to FTA.

(c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program office administering its project within five (5) working days of the date when the protester has received actual or constructive notice of the recipient's final decision. Likewise, the protester must provide its appeal to the FTA Regional Administrator for the region administering its project or the FTA Associate Administrator for the program

office administering its project within five (5) working days of the date when the protester has identified other grounds for appeal to FTA. For example, other grounds for appeal include the recipient's failure to have or failure to comply with its protest procedures or failure to review the protest.

(2) Extent of FTA Review. As provided in the Common Grant Rule for governmental recipients, FTA will limit its review of third party contract protests as follows:

(a) The Recipient's Procedural Failures. FTA will consider a protest if the recipient:

1 Does not have protest procedures, or

2 Has not complied with its protest procedures, or

3 Has not reviewed the protest when presented an opportunity to do so.

(b) Violations of Federal Law or Regulations. FTA will not consider every appeal filed by a protestor of an FTA recipient's protest decision merely because a Federal law or regulation may be involved. Instead, FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

(c) Violations of State or Local Law or Regulations. FTA will refer violations of State or local law to the State or local authority having proper jurisdiction.

(3) FTA Determinations to Decline Protest Reviews. FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the recipient's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

2. CHANGES AND MODIFICATIONS.

a. The Recipient's Role and Responsibilities. The recipient is responsible for issuing, evaluating, and making necessary decisions involving any change to its third party contracts, and any change orders, or modifications it may issue. The recipient is also responsible for evaluating and making the necessary decisions involving any claim of a constructive change. In general, FTA expects each recipient to comply with the following procedures:

(1) Approval Requirements. FTA expects the recipient to have cost justifications supporting each change order it may issue. FTA also expects the recipient's authorized official to approve any proposed change order before it is issued.

(2) Cost Restrictions. To be eligible for FTA assistance under the recipient's grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

A more extensive discussion on Changes and Modifications can be found in FTA's Best Practices Procurement Manual (BPPM).

b. FTA's Role and Responsibilities. FTA does not participate in the recipient's decisions involving change orders, constructive changes, or modifications, but reserves the right to review the recipient's supporting documentation as necessary to determine the extent of FTA assistance that may be used to support those costs.

3. DISPUTES.

a. The Recipient's Role and Responsibilities. The Common Grant Rules charge the recipient with responsibility for evaluating and resolving third party contract disputes. If the recipient intends to request FTA's permission to use Federal assistance to support payments to a third party contractor to settle a dispute, or intends to request increased Federal assistance for that purpose, the recipient's responsibilities are as follows:

(1) Notify FTA. FTA expects the recipient to provide the following information in connection with third party contract disputes in which it is involved:

(a) Subjects. A list of disputes involving third party contracts and potential third party contracts that:

1 Have a value exceeding $100,000,

2 Involve a controversial matter, irrespective of amount, or

3 Involve a highly publicized matter, irrespective of amount.

(b) Details. The following information about each dispute:

1 A brief description of the dispute,

2 The basis of disagreement, and

3 If open, how far the dispute has proceeded, or

4 If resolved, the agreement or decision reached, and

5 Whether an appeal has been taken or is likely to be taken.

(c) When and Where. The recipient should provide this information:

1 In its next quarterly Milestone Progress Report, and

2 At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no disputes are outstanding.

(d) FTA Officials to Notify. FTA also encourages the recipient to keep its FTA project manager informed about disputes with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(2) Adequate Documentation. FTA expects the recipient to include adequate documentation in its project files of the facts, events, negotiations, applicable laws, and a legal evaluation of the likelihood of success in any potential litigation involving the dispute as may be needed to justify FTA's concurrence in any compromise or settlement, should FTA concurrence become necessary.

(3) Audit. An audit can help the recipient demonstrate that any settlement costs, if incurred, are necessary, reasonable, adequately documented, and appropriate for FTA support. The recipient should consider conducting or obtaining a formal audit to substantiate each part of a large contract dispute before entering into a settlement. The audit should be conducted in accordance with "Generally Accepted Auditing Standards" as defined by the American Institute of Certified Public Accountants. FTA also encourages the recipient to undertake an audit or similar analysis before settlement of a small dispute.

b. FTA's Role and Responsibilities. FTA generally does not become involved in negotiating the resolution of a recipient's disputes. However, FTA does reserve the right to become involved as follows:

(1) Determine Reasonableness. FTA may review the reasonableness of a negotiated settlement to determine the extent of its participation in the costs of the settlement.

(2) Review Documents. When FTA considers necessary, FTA may review the recipient's files and history pertaining to the dispute or experience under a particular grant or cooperative agreement. If the recipient has already disbursed amounts determined to be ineligible through subsequent audit or FTA review, the recipient must return those amounts to FTA, unless FTA determines otherwise.

FTA reserves the right to defer participation in settlement costs until it receives an adequate audit.

4. CLAIMS AND LITIGATION.

a. The Recipient's Role and Responsibilities. The Common Grant Rules charge the recipient with responsibility for evaluating and resolving third party contract claims and litigation resulting from a contractor's violation, default, or breach of its third party contracts with recipients of Federal assistance. The recipient is also responsible for resolving any claims and litigation the contractor may present against it. Due to FTA's financial interest in the settlement of third party contract claims and litigation, and concerns about matters with significant policy consequences to the Federal Government, FTA expects the recipient to:

(1) Notify FTA. FTA expects the recipient to provide the following information in connection with third party contract claims and litigation with which it is involved.

(a) Subjects. A list of claims and litigation involving third party contracts and potential third party contracts that:

1 Have a value exceeding $100,000,

2 Involve a controversial matter, irrespective of amount, or

3 Involve a highly publicized matter, irrespective of amount.

(b) Details. The following information about each claim or lawsuit:

1 A brief description of the claim or litigation,

2 The basis of disagreement, and

3 If open, how far the claim or litigation has proceeded, or

4 If resolved, the decision or agreement reached, and

5 Whether an appeal has been or is likely to be taken.

(c) When and Where. The recipient should provide this information:

1 In its next quarterly Milestone Progress Report, and

2 At its next Project Management Oversight review, if any.

Small recipients may report less frequently if no claims or litigation are outstanding.

(d) FTA Officials to Notify. FTA also encourages the recipient to keep its FTA project manager informed about claims and litigation with which it is involved. In particular, the recipient should contact its project manager about any unusual activity.

(2) Legal Rights and Remedies. In resolving third party contract claims, FTA expects the recipient to take reasonable measures to pursue its rights and remedies available under law, including settlement, particularly if failure to do so would jeopardize the Federal interest in the project or cause the recipient to seek additional Federal assistance.

b. FTA's Role and Responsibilities. In support of its financial interest in the settlement of claims and litigation involving any federally assisted third party contracts, FTA has retained its discretion to assert the following rights:

(1) Proceeds Recovered. FTA retains a right to a share of any net proceeds recovered through a third party contract claim or litigation, in proportion to the amount FTA has committed to the project, unless FTA permits other uses of the proceeds recovered.

(2) Liquidated Damages. If the third party contract includes a liquidated damages provision, FTA expects the recipient to credit any liquidated damages recovered to the project, unless FTA permits other uses of the liquidated damages. For example, in negotiating the terms of a claim or litigation settlement, it may be reasonable for the recipient to exchange some or all liquidated damages that may be due the recipient for additional property or services.

5. FTA PARTICIPATION IN SETTLEMENTS, ARBITRATION AWARDS, AND COURT AWARDS.

a. The Recipient's Responsibilities.

(1) Settlement Arrangements Must Be Reasonable. FTA recognizes that a settlement may require the recipient to relinquish its rights to amounts it would otherwise be due, including amounts for liquidated damages and other matters, were it to prevail on all matters at issue. Still, FTA expects the recipient to enter into a settlement only if the recipient can justify its terms as reasonable. Reasonable settlement arrangements can take many forms. In certain situations, an agreement by the contractor to provide extra property or services in lieu of payments or reduced payments for damages, including liquidated damages, may be reasonable.

(2) Maintain Sufficient Records. To justify FTA's participation in settlements, arbitration awards, or court awards, the recipient's records must be sufficient to demonstrate that the recipient has taken reasonable and prudent measures to prevent or offset the actions or circumstances resulting in the underlying protest, dispute, claim, or litigation.

(3) Obtain FTA Concurrence. When the recipient incurs costs due to binding arbitration or court decision, FTA expects the recipient to secure FTA review and its written concurrence in a proposed or final settlement involving a dispute, claim, or litigation before using Federal assistance to support its costs if one of the following circumstances is present:

(a) Exceeds $100,000. When the settlement exceeds $100,000.

(b) Insufficient Funds. When the approved project lacks sufficient funds to cover the settlement costs.

(c) Special Federal Interest or Federal Concern. When a special Federal interest or Federal concern is declared due to program management concerns, possible mismanagement, impropriety, waste, or fraud.

b. FTA's Prerogatives.

(1) Review Supporting Documentation. FTA reserves the right to review the recipient's supporting documentation.

(2) Provide Federal Assistance. If FTA assistance is available, FTA may provide a prorated share of any eligible costs resulting from protests, disputes, claims, litigation, or settlements that were not caused by the recipient's mismanagement or are attributable to the contractor, and were otherwise properly incurred.

(3) Deny Federal Assistance. Protests, disputes, claims, litigation, or settlements that result from the recipient's negligence or error are usually ineligible for FTA participation. FTA reserves the right to determine the extent to which FTA assistance may be used for any dispute, claim, litigation, or settlement caused in whole or part by the recipient's negligence or error. Examples of situations that might be caused by a recipient's negligence or error include, but are not limited to, the following:

(a) Right-of-Way. Failure to ensure clear access to all needed right-of-way prior to award of the construction contract.

(b) Utility Agreements. Failure to execute all required utility agreements in time to assure uninterrupted construction progress.

(c) Planning and Scheduling. Failure to undertake comprehensive project planning and scheduling to achieve proper coordination among contractors.

(d) Subsurface Conditions. Failure to inform potential contractors of all available geo-technical information on subsurface conditions.

(e) Materials Compatibility. Failure to ensure that all materials provided by the recipient are compatible with contractor project facilities or equipment or both and available when needed.

(f) Pre-Construction Surveys and Engineering. Failure to complete all pre-construction surveys and engineering prior to issuing the contractor a Notice to Proceed.

(g) Public Authority Approvals. Failure to complete the necessary approvals and agreements from all other public authorities affected by the project before contract award.

(h) Drawing Approvals. Failure by the recipient to approve and provide all design and shop drawings to the contractor promptly as needed.

A. APPENDIX A

REFERENCES

1. Federal Transit Laws, Title 49, United States Code, Chapter 53; also public transportation provisions of Title 23, United States Code.

2. Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU), Public Law 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act, 2008, Public Law 110-244, June 6, 2008.

3. Transportation Equity Act for the 21st Century 1998 (TEA-21), Public Law 105-178 as amended by TEA-21 Restoration Act 1998, Public Law 105-206.

4. 7 U.S.C. Sections 2131 *et seq.*—Animal Welfare Act, as amended.

5. 15 U.S.C. Sections 205a *et seq.*— Omnibus Trade and Competitiveness Act (Amendments to the Metric Conversion Act), 15 U.S.C. §§ 205a *et seq.*

6. 15 U.S.C. Section 644 note—Section 7101(a) of the Federal Acquisition Streamlining Act of 1994 (Repeal of Labor Surplus Area Programs).

7. 18 U.S.C. Section 874—Section 1 of the Copeland Anti-Kickback Act, as amended.

8. 18 U.S.C. Section 1001—Criminal Fraud.

9. 20 U.S.C. Sections 1681 *et seq.*—Title IX of the Education Amendments of 1972, as amended (Nondiscrimination on the Basis of Sex).

10. 23 U.S.C. Section 101 note—Section 451 of the Hiring Incentives to Restore Employment Act (HIRE Act), Pub. L. 111-147, Title IV, Section 451, March 18, 2010.

11. 23 U.S.C. Section 512 note—Section 5307(c) of SAFETEA-LU (Intelligent Transportation Systems).

12. 29 U.S.C. Sections 201 *et seq.*—Fair Labor Standards Act, as amended (Wage and Hour Restrictions).

13. 29 U.S.C. Sections 621 through 634—Age Discrimination in Employment Act (Prohibitions).

14. 29 U.S.C. Section 794—Section 504 of the Rehabilitation Act of 1973, as amended (Nondiscrimination under Federal Grants on the Basis of Disability).

15. 29 U.S.C. Section 794d—Section 508 of the Rehabilitation Act of 1973, as amended (Electronic and Information Technology acquired with Federal funding to be Accessible).

16. 31 U.S.C. Section 1352—Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions (Byrd "Anti-Lobbying" Amendment).

17. 31 U.S.C. Sections 3801 *et seq.*—Program Fraud Civil Remedies Act of 1986, as amended.

18. 31 U.S.C. Section 5112(p)—Section 104 of the Presidential $1 Coin Act of 2005 (Use of Coins in Transit Facilities and Equipment).

19. 31 U.S.C. Sections 7501 *et seq.*—Single Audit Act of 1984, as amended (Audits of Federally Funded Programs).

20. 33 U.S.C. Sections 1251 through 1377—Clean Water Act.

21. 35 U.S.C. Sections 200 *et seq.*—Bayh-Dole Act (Patent Rights).

22. 40 U.S.C. Section 502(a)(3)—Federal Property and Administrative Services Act of 1949, as amended (General Services Administration (GSA) Schedule Use by the District of Columbia).

23. 40 U.S.C. Section 502(c)(1)(A)—Section 211 of the E-Government Act of 2002 (GSA Schedule Use for Information Technology).

24. 40 U.S.C. Section 502(c)(1)(B)—Section 2 of the Local Preparedness Acquisition Act (GSA Schedule Use for Safety or Security Emergency Preparedness) 40 U.S.C. Section 502(c)(1)(B)—Section 2 of the Local Preparedness Acquisition Act (GSA Schedule Use for Safety or Security Emergency Preparedness).

25. 40 U.S.C. Section 502(d)—Section 833 of the John Warner National Defense Authorization Act for Fiscal Year 2007 (GSA Schedule Use for Major Disaster or Emergency Relief).

26. 40 U.S.C. Chapter 11—Architectural Engineering Procurement Requirements ("Brooks Act").

27. 40 U.S.C. Sections 3141 *et seq.*—Davis-Bacon Act (Prevailing Wages).

28. 40 U.S.C. Section 3145—Section 2 of the Copeland Anti-Kickback Act, as amended.

29. 40 U.S.C. Section 3701(b)(3)(A)(iii)—Section 4104(c) of the Federal Acquisition Streamlining Act of 1994) (Increased Wage and Hour Thresholds for Contract Work Hours and Safety Standards Act).

30. 40 U.S.C. Section 3702—Section 102 of the Contract Work Hours and Safety Standards Act (Wage and Hour Restrictions).

31. 40 U.S.C. Section 3704—Section 107 of the Contract Work Hours and Safety Standards Act (Construction Safety).

32. 41 U.S.C. Section 253m—(Two-Step Selection Procedures Process [for Federal Procurements]).

33. 41 U.S.C. Section 403(11)—Federal Acquisition Streamlining Act of 1994 (Definition of the [Federal] Simplified Acquisition Threshold).

34. 42 U.S.C. Sections 289 *et seq.*—National Research Act, as amended (Protection of Humans).

35. 42 U.S.C. Sections 2000d *et seq.*—Title VI of the Civil Rights Act of 1964, as amended (Nondiscrimination).

36. 42 U.S.C. Section 2000e *et seq.*—Title VII of the Civil Rights Act of 1964, as amended (Equal Employment Opportunity).

37. 42 U.S.C. Sections 4601 *et seq.*—Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

38. 42 U.S.C. Section 5150—Stafford Act (Major Disaster or Emergency Relief).

39. 42 U.S.C. Sections 6101 *et seq.*—Age Discrimination Act of 1975, as amended, (Nondiscrimination on the Basis of Age in Federal or Federal Assistance Programs).

40. 42 U.S.C. Sections 6321 *et seq.*—Subchapter III, Part B, Energy Policy and Conservation Act (State Energy Conservation Plans).

41. 42 U.S.C. Section 6962—Section 4002 of the Resource Conservation and Recovery Act of 1976, as amended (Recycled Materials).

42. 42 U.S.C. Sections 7401 through 7671q—Clean Air Act.

43. 42 U.S.C. Sections 7701 *et seq.*—Earthquake Hazards Reduction Act of 1977, as amended, (Seismic Safety).

44. 42 U.S.C. Sections 12101 *et seq.*—Americans with Disabilities Act of 1990, as amended (Accessibility for Persons with Disabilities).

45. 46 U.S.C. Section 55305—Cargo Preference Act (codified).

46. 48 U.S.C. Section 1469e—Use of GSA Supply Schedules by Insular Areas.

47. 49 U.S.C. Section 114(r)—Department of Transportation, Transportation Security Administration (Protection of Sensitive Security Information).

48. 49 U.S.C. Sections 303(b) and 303(c)—Department of Transportation (DOT) (Statutory protections for Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites).

49. 49 U.S.C. Section 40118—Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, as amended ("Fly America" Act – Persons and Property).

50. 49 U.S.C. Section 40119(b)—(Protection of Sensitive Security Information).

51. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200.

52. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18 (Common Grant Rule for Governmental Recipients).

53. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 49 CFR Part 19 (Common Grant Rule for Non-governmental Recipients).

54. DOT regulations, "Protection of Human Subjects," 49 CFR Part 11.

55. DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15.

56. DOT regulations, "New Restrictions on Lobbying," 49 CFR Part 20.

57. DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21.

58. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR Part 24.

59. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25.

60. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, as amended by the "Disadvantaged Business Enterprise: Program Improvements" amendments thereto, 76 FR 5083 *et seq*. January 28, 2011.

61. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31.

62. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27.

63. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, including Appendix A, "DOT Modifications of ATBCB Standards for Accessible Transportation Facilities."

64. Joint Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.

65. DOT regulations, "Seismic Safety," 49 CFR Part 41 at Sections 41.117 and 41.120.

66. Federal Transit Administration (FTA) regulations, "Charter Service," 49 CFR Part 604.

67. FTA regulations, "School Bus Operations," 49 CFR Part 605.

68. FTA regulations, "Capital Leases," 49 CFR Part 639.

69. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655.

70. FTA regulations, "Buy America," 49 CFR Part 661.

71. FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663.

72. FTA regulations, "Bus Testing," 49 CFR Part 665.

73. Joint Federal Highway Administration (FHWA)/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

74. Joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Parts 771 and 774, and 49 CFR Part 622.

75. Federal Acquisition Regulation (FAR), 48 CFR Chapter 1.

76. FAR Subpart 6.3, 48 CFR Chapter 1, Subpart 6.3 (Federal Procurement by Noncompetitive Proposals).

77. FAR Subparts 25.1 and 25.2, 48 CFR Chapter 1, Subparts 25.1 and 25.2 (Federal Buy American Regulations).

78. FAR Part 31, 48 CFR Chapter 1, Part 31 (Federal Cost Principles).

79. FAR Subpart 31.2, 48 CFR Chapter 1, Subpart 31.2 (Contracts with Commercial Organizations).

80. Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

81. Department of Labor (DOL) regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 CFR Part 3.

82. DOL regulations "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5.

83. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215.

84. DOL regulations "Safety and Health Regulations for Construction," 29 CFR Part 1926.

85. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.

86. DOL regulations, "Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60.

87. Department of Agriculture regulations, "Animal Welfare," 9 CFR Subchapter A, Parts 1, 2, 3, and 4.

88. Department of the Treasury regulations, "Surety Companies Doing Business with the United States," 31 CFR Part 223.

89. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 CFR Part 1194.

90. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," 37 CFR Part 401.

91. Department of Commerce, "Export Administration Regulations," 15 CFR Parts 730 *et seq.*

92. Environmental Protection Agency (EPA) regulations, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

93. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85.

94. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86.

95. EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

96. Council on Environmental Quality regulations, "Other Requirements of NEPA," 40 CFR Part 1506.

97. Department of Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 CFR Part 90.

98. General Services Administration (GSA), "Federal Property Management Regulations," 41 CFR Parts 101-42 through 101-46, and 101-48, 101-49.

99. GSA regulations, "Use of United States Flag Air Carriers," 41 CFR Sections 301-10.131 through 301-10.143.

100. Maritime Administration regulations, "Cargo Preference U.S. Flag Vessels," 46 CFR Part 381.

101. Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," October 13, 1967.

102. Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. Section 205a note.

103. Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. Section 4321 note.

104. Executive Order No. 13043, "Increasing Seat Belt Use in the United States," August 16, 1997, 23 U.S.C. Section 402 note.

105. Executive Order No.13132, "Federalism," August 4, 1999, 5 U.S.C. Section 601 note.

106. Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. Section 2000d-1 note.

107. Executive Order No. 13502, "Use of Project Labor Agreements for Federal Construction Projects," February 6, 2009, which rescinds Executive Order No. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," February 17, 2001, as amended by Executive Order No. 13208, April 6, 2001, 41 U.S.C. Section 251 note.

108. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note.

109. Office of Management and Budget (OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180.

110. OMB Guidance for Grants and Agreements, "Cost Principles for Educational Institutions (OMB Circular A-21)," 2 CFR Part 220.

111. OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225.

112. OMB Guidance for Grants and Agreements "Cost Principles for Non-Profit Organizations (OMB Circular A-122)," 2 CFR Part 230.

113. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised.

114. GSA Order ADM 4800.2E, "Eligibility to Use GSA Sources of Supply and Services."

115. DOT Order 5610.2, "Department of Transportation (DOT) Order To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 FR 18377, April 15, 1997.

116. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009.

117. DOT, "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons," December 14, 2005.

118. FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07.

119. FTA Circular 5010.1D, "Grant Management Requirements," 11-01-08.

120. FTA Circular 9030.1C, "Urbanized Area Formula Program Grant Application Instructions" 10-01-98.

121. FTA Circular 9300.1B, "Capital Investment Program Guidance and Application Instructions" 11-01-08.

122. FTA Circular 9400.1A, "Federal Transit Administration Design and Art in Transit Projects," 06-09-95.

123. FTA, "Notice of Final Agency Guidance on the Eligibility of Joint Development Improvements under Federal Transit Law," 72 FR 5788, February 7, 2007.

124. FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 FR 1455 *et seq*., January 8, 2001.

125. FTA, Master Agreement (PDF).

126. FTA, "Best Practices Procurement Manual"

127. FTA, "Pricing Guide for FTA Grantees."

128. Defense Contract Audit Agency Audit Manual

B. APPENDIX B

FTA REGIONAL AND METROPOLITAN OFFICE CONTACT INFORMATION

Office	Area Served	Contact Information
Region I	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont	Transportation Systems Center Kendall Square 55 Broadway, Suite 920 Cambridge, MA 02142-1093 Phone: 617-494-2055 Fax: 617-494-2865
Region II	New York and New Jersey	One Bowling Green, Room 429 New York, NY 10004-1415 Phone: 212-668-2170 Fax: 212-668-2136
Region III	Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia	1760 Market Street, Suite 500 Philadelphia, PA 19103-4124 Phone: 215-656-7100 Fax: 215-656-7260
Region IV	Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, and U.S. Virgin Islands	230 Peachtree St., N.W., Suite 800 Atlanta, GA 30303 Phone: 404-865-5600 Fax: 404-865-5605
Region V	Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin	200 West Adams Street, Suite 320 Chicago, IL 60606 Phone: 312-353-2789 Fax: 312-886-0351
Region VI	Arkansas, Louisiana, New Mexico, Oklahoma, and Texas	819 Taylor Street, Room 8A36 Forth Worth, TX 76102 Phone: 817-978-0550 Fax: 817-978-0575
Region VII	Iowa, Kansas, Missouri, and Nebraska	901 Locust, Suite 404 Kansas City, MO 64106 Phone: 816-329-3920 Fax: 816-329-3921

Office	Area Served	Contact Information
Region VIII	Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming	12300 W Dakota Avenue, Suite 310 Lakewood, CO 80228-2583 Phone: 720-963-3300 Fax: 720-963-3333
Region IX	Arizona, California, Hawaii, Nevada, Guam, American Samoa, and the Northern Mariana Islands	201 Mission Street, Room 1650 San Francisco, CA 94105-1839 Phone: 415-744-3133 Fax: 415-744-2726
Region X	Alaska, Idaho, Oregon, and Washington	915 Second Avenue, Suite 3142 Seattle, WA 98174-1002 Phone: 206-220-7954 Fax: 206-220-7959
Lower Manhattan Recovery Office	Lower Manhattan	One Bowling Green, Room 436 New York, NY 10004 Phone: 212-668-1770 Fax: 212-668-2505
New York Metropolitan Office	New York Metropolitan Area	One Bowling Green, Room 428 New York, NY 10004-1415 Phone: 212-668-2201 Fax: 212-668-2136
Philadelphia Metropolitan Office	Philadelphia Metropolitan Area	1760 Market Street, Suite 510 Philadelphia PA 19103-4124 Telephone: 215-656-7070 Fax: 215-656-7269
Washington, DC Metropolitan Office	Washington, DC Metropolitan Area	1990 K Street NW, Suite 510 Washington, DC 20006-1178 Telephone: 202-219-3562/219-3565 Fax: 202-219-3545
Chicago Metropolitan Office	Chicago Metropolitan Area	200 West Adams Street, Suite 2410 Chicago, IL 60606 Telephone: 312-886-1616 Fax: 312-886-0351
Los Angeles Metropolitan Office	Los Angeles Metropolitan Area	888 S. Figueroa, Suite 1850 Los Angeles, CA 90012 Telephone: 213-202-3950 Fax: 213-202-3961

C. APPENDIX C

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER II, Sec. 2	APPLICABILITY OF THE CIRCULAR	CHECK
Sec. 2.a	Participants in FTA Assisted Procurements	
Sec. 2.a(1)	Recipients of FTA Grants or Cooperative Agreements	
Sec. 2.a(1)(a)	States	
Sec. 2.a(1)(a)1	Governmental Subrecipients of the State	
Sec. 2.a(1)(a)2	Private Non-Profit Subrecipients of the State	
Sec. 2.a(1)(b)	Recipients and Subrecipients that are not States	
Sec. 2.a(2)	Subrecipients of FTA Assistance	
Sec. 2.a(3)	Recipients of Both FTA Assistance and Funds Provided by Another Federal Agency	
Sec. 2.a(4)	Recipients of "Other Agreement" Assistance	
Sec. 2.a(5)	Third Party Contractors and Subcontractors	
Sec. 2.a(5)(a)	Status	
Sec. 2.a(5)(b)	Effect of Federal Requirements	
Sec. 2.b	Project Types and Third Party Contracts	
Sec. 2.b(1)	Capital Contracts	
Sec. 2.b(1)(a)	Capital Contracts Financed Without Federal Funds	
Sec. 2.b(1)(b)	Art	
Sec. 2.b(1)(c)	Over-the-Road Bus Accessibility Program	
Sec. 2.b(1)(d)	Real Property	
Sec. 2.b(2)	Operations Contracts	
Sec. 2.b(2)(a)	Operations Contracts Financed with FTA Assistance	
Sec. 2.b(2)(b)	Operations Contracts Financed Entirely Without FTA Assistance	
Sec. 2.b(3)	Preventive Maintenance Contracts	
Sec. 2.b(4)	Revenue Contracts	
Sec. 2.b(4)(a)	Limited Contract Opportunities	
Sec. 2.b(4)(b)	Open Contract Opportunities	
Sec. 2.b(5)	Joint Development	
Sec. 2.b(5)(a)	Construction Contracts	
Sec. 2.b(5)(b)	Revenue Contracts	
Sec. 2.b(5)(c)	Other Contracts	
Sec. 2.b(6)	Public-Private Partnerships	
Sec. 2.b(7)	Transactions Involving Complex Financial Arrangements	
Sec. 2.b(7)	Force Account	
Sec. 3	Federal Laws and Regulations	
Sec. 3.a	Common Grant Rules	
Sec. 3.a(1)	Governmental Recipients	
Sec. 3.a(2)	Non-Governmental Recipients	
Sec. 3.b	Federal Acquisition Regulation	
Sec. 3.c	Other Federal Requirements	
Sec. 3.c(1)	Compilation in the Master Agreement	
Sec. 3.c(2)	Conflicting Federal Requirements	
Sec. 3.d	Waivers	
Sec. 4	State and Local Laws and Regulations	
Sec. 4.a	Inadequate State and Local Requirements	
Sec. 4.b	Conflicts Between Federal Requirements and State or Local Requirements	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER III	THE RECIPIENT'S RESPONSIBILITIES	CHECK
Sec. 1.	Written Standards of Conduct	
Sec. 1.a	Personal Conflicts of Interest	
Sec. 1.b	Gifts	
Sec. 1.c	Violations	
Sec. 2	Self-Certification	
Sec. 3	Third Party Contracting Capacity	
Sec. 3.a	Written Procurement Procedures	
Sec. 3.a(1)	Solicitations	
Sec. 3.a(1)(a)	Clear Descriptions	
Sec. 3.a(1)(b)	Nonrestrictive Specifications	
Sec. 3.a(1)(c)	Quality Requirements	
Sec. 3.a(1)(d)	Preference for Performance Specifications	
Sec. 3.a(1)(e)	Brand Name or Equal	
Sec. 3.a(2)	Necessity	
Sec. 3.a(3)	Lease Versus Purchase	
Sec. 3.a(4)	Metric Usage	
Sec. 3.a(5)	Environmental and Energy Efficiency Preferences	
Sec. 3.a(6)	Procurement Methods	
Sec. 3.a(7)	Legal Restrictions	
Sec. 3.a(8)	Third Party Contract Provisions	
Sec. 3.a(9)	Sources	
Sec. 3.a(10)	Resolution of Third Party Contracting Issues	
Sec. 3.b	Adequate Third Party Contract Provisions	
Sec. 3.c	Industry Contracts	
Sec. 3.d	Record Keeping	
Sec. 3.d(1)	Procurement History	
Sec. 3.d(1)(a)	Procurement Method	
Sec. 3.d(1)(b)	Contract Type	
Sec. 3.d(1)(c)	Contractor Selection	
Sec. 3.d(1)(d)	Cost or Price	
Sec. 3.d(1)(e)	Reasonable Documentation	
Sec. 3.d(2)	Access to Records	
Sec. 3.e	Special Notification Requirements for States	
Sec. 3.f	Use of Technology/Electronic Commerce	
Sec. 3.f(1)	Sufficient System Capacity	
Sec. 3.f(2)	Written Procedures	
Sec. 3.f(3)	Uses	
Sec. 3.f(3)(a)	Standard Bidding and Proposal Procedures	
Sec. 3.f(3)(b)	Electronic Bidding and Reverse Auctions	
Sec. 3.f(3)(b)1	Value	
Sec. 3.f(3)(b)2	Procedures	
Sec. 3.f(3)(b)2.a	Notification)	
Sec. 3.f(3)(b)2.b	Bid or Quote Submission	
Sec. 3.f(3)(b)2.c	Information Displayed During the Auction	
Sec. 3.f(3)(b)2.d	Information Not Displayed During the Auction	
Sec. 3.f(3)(b)2.e	Information Displayed at the End of the Auction	
Sec. 3.f(3)(b)2.f	Information Provided at the End of the Auction	
Sec. 4	Audit	
Sec. 4.a	The Recipient's Auditors	
Sec. 4.b	Independent Auditors	
Sec. 4.c	Federal Audit Agencies	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER IV, Sec. 1	DETERMINING THE RECIPIENT'S NEEDS	CHECK
Sec. 1.a	Eligibility	
Sec. 1.b	Necessity	
Sec. 1.b(1)	Unnecessary Reserves	
Sec. 1.b(2)	Acquisition for Assignment Prohibitions	
Sec. 1.b(1)(a)	General Prohibition	
Sec. 1.b(1)(b)	Changes in the Recipient's Needs	
Sec. 1.b(1)(c)	Exceptions	
Sec. 1.b(1)(c)1	Joint Procurements	
Sec. 1.b(1)(c)1	State or Local Government Purchasing Schedules or Purchasing Contracts	
Sec. 1.c	Procurement Size	
Sec. 1.c(1)	Joint Procurements	
Sec. 1.c(2)	Small Procurements	
Sec. 1.d	Options	
Sec. 1.e	Lease Versus Purchase	
Sec. 1.f	Specifications	

CHAPTER IV, Sec. 2.a.	CONTRACTOR QUALIFICATIONS	CHECK
Sec. 2.a(1)	"Responsibility" Requirements	
Sec. 2.a(2)	Debarment and Suspension	
Sec. 2.a(2)(a)	DOT Debarment and Suspension Regulations	
Sec. 2.a(2)(b)	GSA Excluded Parties List System	
Sec. 2.a(2)(c)	State Debarment and Suspension Lists	
Sec. 2.a(3)	Conflict of Interest	
Sec. 2.a(4)	Lobbying Certification and Disclosure	
Sec. 2.a(5)	Federal Civil Rights Laws and Regulations	
Sec. 2.a(5)(a)	Federal Equal Employment Opportunity (EEO) Requirements	
Sec. 2.a(5)(a)1	Nondiscrimination in Federal Public Transportation Programs	
Sec. 2.a(5)(a)2	Prohibition Against Employment Discrimination	
Sec. 2.a(5)(b)	Nondiscrimination on the Basis of Sex	
Sec. 2.a(5)(c)	Nondiscrimination on the Basis of Age	
Sec. 2.a(5)(d)	Federal Protections for Individuals with Disabilities	
Sec. 2.a(6)	Socio-Economic Development	
Sec. 2.a(6)(a)	Disadvantaged Business Enterprises (DBE)	
Sec. 2.a(6)(b)	Small and Minority Firms and Women's Business Enterprises	
Sec. 2.a(6)(b)1	Notice	
Sec. 2.a(6)(b)2	Contract Size	
Sec. 2.a(6)(b)3	Delivery Schedule	
Sec. 2.a(6)(b)4	Small Business Administration and the Department of Commerce Minority Business Development Agency	
Sec. 2.a(6)(b)5	Subcontracting Opportunities	
Sec. 2.a(7)	Sensitive Security Information	
Sec. 2.a(8)	Seat Belt Use	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER IV, Sec.2.b	ADMINISTRATIVE RESTRICTIONS ACQUISITION OF PROPERTY AND SERVICES	CHECK
Sec. 2.b(1)	Legal Eligibility	
Sec. 2.b(2)	Scope of the Project	
Sec. 2.b(3)	Period of Performance–Limits	
Sec. 2.b(3)(a)	General Standards	
Sec. 2.b(3)(b)	Federal Restrictions	
Sec. 2.b(3)(c)	Time Extensions	
Sec. 2.b(4)	Federal Cost Principles	
Sec. 2.b(4)(a)	Governmental Entities	
Sec. 2.b(4)(b)	Educational Institutions	
Sec. 2.b(4)(c)	Non-Profit Entities	
Sec. 2.b(4)(d)	For-Profit Entities	
Sec. 2.b(5)	Payment Provisions	
Sec. 2.b(5)(a)	FTA Support for the Project	
Sec. 2.b(5)(a)1	Award Made	
Sec. 2.b(5)(a)2	Preaward Authority	
Sec. 2.b(5)(a)3	Letter of No Prejudice	
Sec. 2.b(5)(b)	Advance Payments	
Sec. 2.b(5)(b)1	Use of FTA Assistance Prohibited	
Sec. 2.b(5)(b)2	Exceptions for Sound Business Reasons	
Sec. 2.b(5)(b)2.a	Adequate Security for Advance Payments (FTA Concurrence)	
Sec. 2.b(5)(b)2.b	Customary Advance Payments (FTA Concurrence – $100,000+)	
Sec. 2.b(5)(b)2.b	Public Utility Connections and Services	
Sec. 2.b(5)(b)2.b	Rent	
Sec. 2.b(5)(b)2.b	Tuition	
Sec. 2.b(5)(b)2.b	Insurance Premiums	
Sec. 2.b(5)(b)2.b	Subscriptions to Publications	
Sec. 2.b(5)(b)2.b	Software Licenses	
Sec. 2.b(5)(b)2.b	Construction Mobilization Services	
Sec. 2.b(5)(b)2.b	Transportation	
Sec. 2.b(5)(b)2.b	Hotel Reservations	
Sec. 2.b(5)(b)2.b	Conference and Convention Registration	
Sec. 2.b(5)(b)2.b	Other	
Sec. 2.b(5)(c)	Progress Payments	
Sec. 2.b(5)(c)1	Adequate Security for Progress Payments	
Sec. 2.b(5)(c)2	Adequate Documentation	
Sec. 2.b(5)(c)3	Percentage of Completion	
Sec. 2.b(6)	Protections Against Performance Difficulties	
Sec.2.b(6)(a)	Changes	
Sec. 2.b(6)(b)	Remedies	
Sec. 2.b(6)(b)1	Liquidated Damages	
Sec. 2.b(6)(b)2	Violation or Breach	
Sec. 2.b(6)(b)3	Suspension of Work	
Sec. 2.b(6)(b)4	Termination	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER IV, Sec. 2.c	SOCIO-ECONOMIC REQUIREMENTS ACQUISITION OF PROPERTY AND SERVICES	CHECK
Sec. 2.c(1)	Labor	
Sec. 2.c(1)(a)	Wage and Hour	
Sec. 2.c(1)(b)	Fair Labor Standards	
Sec. 2.c(2)	Civil Rights	
Sec. 2.c(2)(a)	Nondiscrimination in Federal Public Transportation Programs	
Sec. 2.c(2)(b)	Title VI of the Civil Rights Act	
Sec. 2.c(2)(c)	Environmental Justice	
Sec. 2.c(2)(d)	Limited English Proficiency (LEP)	
Sec. 2.c(2)(e)	Nondiscrimination on the Basis of Disability	
Sec. 2.c(2)(e)1	Section 504 of the Rehabilitation Act of 1973, as amended (Section 504)	
Sec. 2.c(3)(e)2	The Americans with Disabilities Act of 1990, as amended (ADA)	
Sec. 2.c(3)(e)3	DOT Public Transportation Regulations-Section 504 and the ADA	
Sec. 2.c(3)(e)3.a	Design and Construction	
Sec. 2.c(3)(e)3.b	Accessibility and Usability	
Sec. 2.c(3)(e)3.c	Complementary Paratransit Service	
Sec. 2.c(3)(e)3.d	Equal Opportunity	
Sec. 2.c(2)(f)	Electronic Reports and Information	
Sec. 2.c(3)	Environmental Protections	
Sec. 2.c(3)(a)	Environmental Mitigation	
Sec. 2.c(3)(b)	National Environmental Policy Act	
Sec. 2.c(3)(b)1	Property	
Sec. 2.c(3)(b)2	Services	
Sec. 2.c(3)(c)	Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites	
Sec. 2.c(3)(d)	Clean Air	
Sec. 2.c(3)(e)	Clean Water	
Sec. 2.c(3)(f)	Recycled Products	
Sec. 2.c(3)(g)	Other Federal Environmental Protection Requirements	
Sec. 2.c(3)(g)	Wild and Scenic Rivers	
Sec. 2.c(3)(g)	Coastal Zones	
Sec. 2.c(3)(g)	Wetlands	
Sec. 2.c(3)(g)	Endangered Species	
Sec. 2.c(3)(g)	Fisheries	
Sec. 2.c(3)(g)	Archeological Sites	
Sec. 2.c(3)(g)	Indian Sacred Sites	
Sec. 2.c(4)	Energy Conservation	
Sec. 2.c(5)	Preference for U.S. Property—Buy America	
Sec. 2.c(6)	Shipments of Property—U.S. Flag Requirements	
Sec. 2.c(6)(a)	Shipments by Ocean Vessel	
Sec. 2.c(6)(b)	Shipments by Air Carrier	
Sec. 2.c(7)	Project Travel–Use of U.S. Flag Air Carriers	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER IV, Sec. 2.d	TECHNICAL RESTRICTIONS ACQUISITION OF PROPERTY AND SERVICES	CHECK
Sec. 2.d(1)	Intelligent Transportation Systems	
Sec. 2.d(2)	Metric Measurements	
Sec. 2.d(3)	Use of $1 Coins	

CHAPTER IV, Sec. 2.e	ROLLING STOCK—SPECIAL REQUIREMENTS ACQUISITION OF PROPERTY AND SERVICES	CHECK
Sec. 2.e(1)	Accessibility	
Sec. 2.e(2)	Transit Vehicle Manufacturer Compliance with DBE Requirements	
Sec. 2.e(3)	Minimum Service Life	
Sec. 2.e(4)	Spare Ratios	
Sec. 2.e(5)	Air Pollution and Fuel Economy	
Sec. 2.e(6)	Preaward Review and Post Delivery Review	
Sec. 2.e(7)	Bus Testing	
Sec. 2.e(8)	In-State Dealers	
Sec. 2.e(9)	Basis for Contract Award	
Sec. 2.e(10)	Five-Year Limitation	

CHAPTER IV, Sec. 2.f	PUBLIC TRANSPORTATION SERVICES – SPECIAL REQUIREMENTS ACQUISITION OF PROPERTY AND SERVICES	CHECK
Sec. 2.f(1)	Protections for Public Transportation Employees	
Sec. 2.f(2)	Drug Use and Testing and Alcohol Misuse and Testing	
Sec. 2.f(3)	Accessibility	
Sec. 2.f(4)	Protection of Animals	
Sec. 2.f(5)	Charter Service Restrictions	
Sec. 2.f(6)	School Bus Restrictions	

CHAPTER IV, Sec. 2.g	ART—SPECIAL REQUIREMENTS ACQUISITION OF PROPERTY AND SERVICES	CHECK
Sec. 2.g(1)	Criteria for Art in Federally Assisted Transit Projects	
Sec. 2.g(1)(a)	Quality	
Sec. 2.g(1)(b)	Effect	
Sec. 2.g(1)(c)	Relationship	
Sec. 2.g(1)(d)	Suitability	
Sec. 2.g(1)(e)	Resilience	
Sec. 2.g(1)(f)	Indestructibility	
Sec. 2.g(1)(g)	Preservation	
Sec. 2.g(2)	Choosing Art Works and Services of Artists	
Sec. 2.g(2)(a)	Process	
Sec. 2.g(2)(b)	Nondiscrimination	
Sec. 2.g(2)(c)	Community Participation	
Sec. 2.g(2)(d)	Selection	
Sec. 2.g(3)	Compensation of Artists	
Sec. 2.g(4)	Prohibition	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER IV, Sec. 2.h	ARCHITECTURAL ENGINEERING AND RELATED SERVICES—SPECIAL REQUIREMENTS ACQUISITION OF PROPERTY AND SERVICES	CHECK
Sec. 2.h(1)	Qualifications-Based Requirements	
Sec. 2.h(2)	Relation to Construction	
Sec. 2.h(2)(a)	Purpose of Services	
Sec. 2.h(2)(b)	Requirements in the Context of a Construction Project	
Sec. 2.h2)(b)1	End Products Used in Construction	
Sec. 2.h(2)(b)2	Services Related to Design of Construction Projects	
Sec. 2.h(2)(b)3	Actual Construction	
Sec. 2.h(2)(c)	Type of Contractor Not Determinative	
Sec. 2.h(3)	Equivalent State Law	
Sec. 2.h(4)	Special Requirements for Indirect Cost Rates	

CHAPTER IV, Sec. 2.i	CONSTRUCTION—SPECIAL REQUIREMENTS ACQUISITION OF PROPERTY AND SERVICES	CHECK
Sec. 2.i(1)	Bonding	
Sec. 2.i(1)(a)	Bid Guarantee	
Sec. 2.i(1)(b)	Performance Bond	
Sec. 2.i(1)(c)	Payment Bond	
Sec. 2.i(1)(c)1	Less Than $1 Million	
Sec. 2.i(1)(c)2	More Than $1 Million but Less Than $5 Million	
Sec. 2.i(1)(c)3	More Than $5 Million	
Sec. 2.i(1)(d)	Acceptable Sureties	
Sec. 2.i(1)(e)	Reduced Bonding	
Sec. 2.i(1)(f)	Excessive Bonding	
Sec. 2.i(2)	Seismic Safety	
Sec. 2.i(3)	Value Engineering	
Sec. 2.i(4)	Equal Employment Opportunity	
Sec. 2.i(5)	Prevailing Wages	
Sec. 2.i(6)	Anti-Kickback	
Sec. 2.i(7)	Construction Safety	
Sec. 2.i(8)	Labor Neutrality	
Sec. 2.i(9)	Preference for U.S. Property—Buy America	
Sec. 2.i(10)	Accessibility	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER IV, Sec. 2.j	RESEARCH, DEVELOPMENT, DEPLOYMENT, AND SPECIAL STUDIES SPECIAL REQUIREMENTS ACQUISITION OF PROPERTY AND SERVICES	CHECK
Sec. 2.j(1)	Patent Rights	
Sec. 2.j(2)	Rights in Data	
Sec. 2.j(2)(a)	Publication Restrictions	
Sec. 2.j(2)(b)	Distribution of Data	
Sec. 2.j(3)	Export Control	
Sec. 2.j(4)	Protection of Human Subjects	
Sec. 2.j(5)	Protection of Animals	

CHAPTER IV, Sec. 2.k	AUDIT SERVICES—SPECIAL REQUIREMENTS ACQUISITION OF PROPERTY AND SERVICES	CHECK
Sec. 2.k(1)	Single Audit Act	
Sec. 2.k(1)(a)	Organizational Conflicts of Interest	
Sec. 2.k(1)(b)	Eligibility of Costs	
Sec. 2.k(2)	Other Project Audits	
Sec. 2.k(2)(a)	Organizational Conflicts of Interest	
Sec. 2.k(2)(b)	Verification of Indirect Costs	
Sec. 2.k(2)(c)	Duplication of Services	
Sec. 2.k(2)(d)	Obtaining Indirect Cost Rates	
Sec. 2.k(2)(d)1	Governmental Entities	
Sec. 2.k(2)(d)2	Indian Tribes	
Sec. 2.k(2)(d)3	Educational Institutions	
Sec. 2.k(2)(d)4	Non-Profit Entities	
Sec. 2.k(2)(d)5	Private For-Profit Entities	
Sec. 2.k(2)(e)	Eligibility of Costs	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER V	SOURCES	CHECK
Sec. 1	Force Account	
Sec. 2	Shared Use	
Sec. 3	Joint Procurements	
Sec. 3.a	Use Encouraged	
Sec. 3.b	All FTA and Federal Requirements Apply	
Sec. 4	State or Local Government Purchasing Schedules or Purchasing Contracts	
Sec. 4.a	Use Encouraged	
Sec. 4.b	All FTA and Federal Requirements Apply	
Sec. 5	Federal Excess and Surplus Property	
Sec. 6	Federal Supply Schedules	
Sec. 6.a	Full Use of Federal Supply Schedules	
Sec. 6.b	Limited Use of Federal Supply Schedules	
Sec. 6.b(1)	Information Technology	
Sec. 6.b(2)	Major Disaster or Emergency Recovery	
Sec. 6.b(3)	Local Preparedness Acquisition	
Sec. 6.c	All FTA and Federal Requirements Apply	
Sec. 6.d	Competition and Price Reasonableness	
Sec. 7	Existing Contracts	
Sec. 7.a	Permissible Actions	
Sec. 7.a(1)	Exercise of Options	
Sec. 7.a(1)(a)	Consistency with the Underlying Contract	
Sec. 7.a(1)(b)	Price	
Sec. 7.a(1)(c)	Awards Treated as Sole Source Procurements	
Sec. 7.a(1)(c)1	Failure to Evaluate Options Before Awarding the Underlying Contract	
Sec. 7.a(1)(c)2	Negotiating a Lower Option Price	
Sec. 7.a(2)	Assignment of Contract Rights	
Sec. 7.a(2)(a)	Acquisition Through Assigned Contract Rights	
Sec. 7.a(2)(b)	Alternatives to Assigned Contract Rights	
Sec. 7.a(2)(b)1	Joint Procurements	
Sec. 7.a(2)(b)2	Intergovernmental Procurements	
Sec. 7.b	Impermissible Actions	
Sec. 7.b(1)	Improper Contract Expansion	
Sec. 7.b(2)	Cardinal Changes	
Sec. 7.b(2)(a)	Identifying Cardinal Changes	
Sec. 7.b(2)(b)	Changes in Quantity	
Sec. 7.b(2)(c)	Tests	
Sec. 7.b(2)(d)	Rolling Stock	
Sec. 7.b(2)(e)	Federal Procurement Standards	
Sec. 8	The Open Market	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER VI	OPEN MARKET PROCUREMENTS - COMPETITION	CHECK
Sec. 1	Competition Required	
Sec. 1.a	Solicitation by the Recipient	
Sec. 1.b	Unsolicited Proposals	
Sec. 1.b(1)	Receipt	
Sec. 1.b(2)	Adequate Description	
Sec. 1.b(3)	Interest in the Property or Services	
Sec. 1.b(3)	Adequate Opportunity to Compete	
Sec. 1.b(4)	Contract Award Based on Proposals Received	
Sec. 1.c	Prequalification	
Sec. 1.c(1)	Lists	
Sec. 1.c(2)	Sources	
Sec. 1.c(3)	Qualification Periods	
Sec. 2	Solicitation Requirements and Restrictions	
Sec. 2.a	Description of the Property or Services	
Sec. 2.a(1)	What to Include	
Sec. 2.a(2)	Quantities Limited to the Recipient's Actual Needs	
Sec. 2.a(3)	Brand Name or Equal	
Sec. 2.a(4)	Prohibitions	
Sec. 2.a(4)(a)	Excessive Qualifications	
Sec. 2.a(4)(b)	Unnecessary Experience	
Sec. 2.a(4)(c)	Improper Prequalification	
Sec. 2.a(4)(d)	Retainer Contracts	
Sec. 2.a(4)(e)	Excessive Bonding	
Sec. 2.a(4)(f)	Brand Name Only	
Sec. 2.a(4)(g)	In-State or Local Geographic Restrictions	
Sec. 2.a(4)(g)1	Architectural Engineering Services	
Sec. 2.a(4)(g)2	Licensing	
Sec. 2.a(4)(g)3	Major Disaster or Emergency Relief	
Sec. 2.a(4)(h)	Organizational Conflicts of Interest	
Sec. 2.a(4)(h)1	Occurrence	
Sec. 2.a(4)(h)1.a	Lack of Impartiality or Impaired Objectivity	
Sec. 2.a (4)(h)1.b	Unequal Access to Information	
Sec. 2.a(4)(h)1.c	Biased Ground Rules	
Sec. 2.a(4)(h)2	Remedies	
Sec. 2.a(4)(i)	Restraint of Trade	
Sec. 2.a(4)(j)	Arbitrary Action	
Sec. 2.b	Evaluation Factors	
Sec. 2.c	Contract Type Specified	
Sec. 2.c(1)	Typical Contract Types	
Sec. 2.c(1)(a)	Firm Fixed Price	
Sec. 2.c(1)(b)	Cost Reimbursement	
Sec. 2.c(2)	Prohibited or Restricted Contract Types	
Sec. 2.c(2)(a)	Cost Plus a Percentage of Cost—Prohibited	
Sec. 2.c(2)(b)	Percentage of Construction Cost—Prohibited	
Sec. 2.c(2)(c)	Time and Materials—Restricted	
Sec. 2.c(2)(c)1	When to Use	
Sec. 2.c(2)(c)2	Firm Ceiling Price	
Sec. 2.d	Other Federal Requirements Affecting the Property or Services to be Acquired	
Sec. 2.e	Other Federal Requirements Affecting the Bidder or Offeror and Contractor	
Sec. 2.f	Award to Other Than the Low Bidder or Offeror	
Sec. 2.g	Rejection of All Bids or Offers	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER VI, Sec. 3	OPEN MARKET PROCUREMENTS – METHODS OF COMPETITIVE PROCUREMENT	CHECK
Sec. 3.a	Micro-Purchases	
Sec. 3.a(1)	When Appropriate	
Sec. 3.a(2)	Procedures	
Sec. 3.a(2)(a)	Competition	
Sec. 3.a(2)(b)	Prohibited Divisions	
Sec. 3.a(2)(c)	Documentation	
Sec. 3.b	Small Purchases	
Sec. 3.b(1)	When Appropriate	
Sec. 3.b(2)	Procedures	
Sec. 3.b(2)(a)	Competition	
Sec. 3.b(2)(b)	Prohibited Divisions	
Sec. 3.c	Sealed Bids (Formal Advertising)	
Sec. 3.c(1)	When Appropriate	
Sec. 3.c(1)(a)	Precise Specifications	
Sec. 3.c(1)(b)	Adequate Sources	
Sec. 3.c(1)(c)	Fixed Price Contract	
Sec. 3.c(1)(d)	Price Determinative	
Sec. 3.c(1)(e)	Discussions Unnecessary	
Sec. 3.c(2)	Procurement Procedures	
Sec. 3.c(2)(a)	Publicity	
Sec. 3.c(2)(b)	Adequate Sources	
Sec. 3.c(2)(c)	Adequate Specifications	
Sec. 3.c(2)(d)	Sufficient Time	
Sec. 3.c(2)(e)	Public Opening	
Sec. 3.c(2)(f)	Fixed Price Contract	
Sec. 3.c(2)(g)	Rejection of Bids	
Sec. 3.d	Competitive Proposals (Request for Proposals)	
Sec. 3.d(1)	When Appropriate	
Sec. 3.d(1)(a)	Type of Specifications	
Sec. 3.d(1)(b)	Uncertain Number of Sources	
Sec. 3.d(1)(c)	Price Alone Not Determinative	
Sec. 3.d(1)(d)	Discussions Expected	
Sec. 3.d(2)	Procurement Procedures	
Sec. 3.d(2)(a)	Publicity	
Sec. 3.d(2)(b)	Evaluation Factors	
Sec. 3.d(2)(c)	Adequate Sources	
Sec. 3.d(2)(d)	Evaluation Method	
Sec. 3.d(2)(e)	Price and Other Factors	
Sec. 3.d(2)(f)	Best Value	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER VI	OPEN MARKET PROCUREMENTS - METHODS OF COMPETITIVE PROCUREMENT	CHECK
Sec. 3.e	Two-Step Procurement Procedures	
Sec. 3.e(1)	Review of Technical Qualifications and Approach	
Sec. 3.e(2)	Review of Bids and Proposals Submitted by Qualified Prospective Contractors	
Sec. 3.f	Architectural Engineering Services (A&E) and Other Services	
Sec. 3.f(1)	Qualification-Based Procurement Procedures Required	
Sec. 3.f(2)	Qualifications-Based Procurement Procedures Prohibited	
Sec. 3.f(3)	Qualifications-Based Procurement Procedures	
Sec. 3.f(3)(a)	Qualifications	
Sec. 3.f(3)(b)	Price	
Sec. 3.f(3)(c)	Most Qualified	
Sec. 3.f(3)(d)	Next Most Qualified	
Sec. 3.f(3)(e)	Effect of State Laws	
Sec. 3.f(5)	Audits and Indirect Costs	
Sec. 3.f(5)(a)	Performance of Audits	
Sec. 3.f(5)(b)	Indirect Cost Rates	
Sec. 3.f(5)(c)	Application of Rates	
Sec. 3.f(5)(d)	Prenotification: Confidentiality of Data	
Sec. 3.g	Design-Bid-Build	
Sec. 3.g(1)	Design Services	
Sec. 3.g(2)	Construction	
Sec. 3.h	Design-Build	
Sec. 3.h(1)	Procurement Method	
Sec. 3.h(1)(a)	Construction Predominant	
Sec. 3.h(1)(b)	Design Services Predominant	
Sec. 3.h(2)	Selection Processes	
Sec. 3.h(2)(a)	One-Step Method	
Sec. 3.h(2)(b)	Two-Step Method	
Sec. 3.h(2)(b)1	Review of Technical Qualifications and Approach	
Sec. 3.h(2)(b)2	Review of Complete Proposals	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER VI, Sec. 3.h	OPEN MARKET PROCUREMENTS - METHODS OF PROCUREMENT OTHER THAN FULL AND OPEN COMPETITION	CHECK
Sec. 3.i(1)	When Appropriate	
Sec. 3.i(1)(a)	Competition Adequacy	
Sec. 3.i(1)(b)	Sole Source	
Sec. 3.i(1)(b)1	Unique Capability and Availability	
Sec. 3.i(1)(b)1.a	Unique or Innovative Concept	
Sec. 3.i(1)(b)1.b	Patents or Restricted Data Rights	
Sec. 3.i(1)(b)1.c	Substantial Duplication Costs	
Sec. 3.i(1)(b)1.d	Unacceptable Delay	
Sec. 3.i(1)(b)2	Single Bid or Single Proposal	
Sec. 3.i(1)(b)2.a	Adequate Competition	
Sec. 3.i(1)(b)2.b	Inadequate Competition	
Sec. 3.i(1)(c)	Unusual and Compelling Urgency	
Sec. 3.i(1)(d)	Associated Capital Maintenance Item Exception Repealed	
Sec. 3.i(1)(e)	Authorized by FTA	
Sec. 3.i(1)(e)1	Consortium, Joint Venture, Team, Partnership	
Sec. 3.i(1)(e)2	FAR Standards	
Sec. 3.i(1)(e)2.a	Statutory Authorization or Requirement	
Sec. 3.i (1)(e)2.b	National Emergency	
Sec. 3.i(1)(e)2.c	Research	
Sec. 3.i(1)(e)2.d	Protests, Disputes, Claims, Litigation	
Sec. 3.i(1)(e)2.e	International Agreements	
Sec. 3.i(1)(e)2.f	National Security	
Sec. 3.i(1)(e)2.g	Public Interest	
Sec. 3.i(2)	When Prohibited	
Sec. 3.i(2)(a)	Failure to Plan	
Sec. 3.i(2)(b)	Limited Availability of Federal Assistance	
Sec. 3.i(3)	Procurement Procedures	
Sec. 3.i(3)(a)	Potential Sources	
Sec. 3.i(3)(b)	Sole Source Justification	
Sec. 3.i(3)(c)	Cost Analysis	
Sec. 3.i(3)(d)	Preaward Review	

THIRD PARTY CONTRACTING CHECKLISTS

CHAPTER VI	OPEN MARKET PROCUREMENTS - EVALUATIONS	CHECK
Sec. 4	Eligible Costs	
Sec. 5	Incentive Costs and Payments	
Sec. 6	Cost or Price Analysis	
Sec. 6.a	Cost Analysis	
Sec. 6.a(1)	Federal Cost Principles	
Sec. 6.a(2)	Establishing Indirect Cost Rates	
Sec. 6.a(2)(a)	Contracts of $5 Million or Less	
Sec. 6.a(2)(b)	Contracts Exceeding $5 Million	
Sec. 6.a(3)	Profit	
Sec. 6.b	Price Analysis	
Sec. 6.c	Guidance on Cost and Price Analysis	
Sec. 7	Evaluations	
Sec. 7.a	General	
Sec. 7.b	Options	
Sec. 7.b(1)	Evaluation Required	
Sec. 7.b(2)	Evaluation Not Required	
Sec.7.c	Evaluators	

CHAPTER VI	OPEN MARKET PROCUREMENTS CONTRACT AWARDS - REJECTIONS OF BIDS AND PROPOSALS	CHECK
Sec. 8	Contract Award	
Sec. 8.a	Award to Other Than the Lowest Bidder or Offeror	
Sec. 8.b	Award to Only a Responsible Bidder or Offeror	
Sec. 8.b(1)	Integrity and Ethics	
Sec. 8.b(2)	Debarment and Suspension	
Sec. 8.b(3)	Affirmative Action and DBE	
Sec. 8.b(4)	Public Policy	
Sec. 8.b(5)	Administrative and Technical Capacity	
Sec. 8.b(6)	Licensing and Taxes	
Sec. 8.b(7)	Financial Resources	
Sec. 8.b(8)	Production Capability	
Sec. 8.b(9)	Timeliness	
Sec. 8.b(10)	Performance Record	
Sec. 8.b(10)(a)	Current Performance	
Sec. 8.b(10)(b)	Past Performance	
Sec. 8.b(10)(b)1	Sufficient Resources	
Sec. 8.b(10)(b)2	Adequate Past Experience	
Sec. 8.b(10)(b)3	Any Past Deficiencies Not the Fault of the Bidder or Offeror	
Sec. 8.c	Rejection of Bids and Proposals	
Sec. 8.c(1)	Governmental Recipients	
Sec. 8.c(2)	Non-Governmental Recipients	
Sec. 8.d	Extent and Limits of Contract Award	

D. APPENDIX D

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER -- MATRICES

A. THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
All FTA Assisted Third Party Contracts and Subcontracts		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 2.f
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 3.f
Access to Third Party Contract Records		§ 15.t
Changes to Federal Requirements		§ 2.c(1)
Civil Rights (Title VI, ADA, EEO (except special DOL construction clause))		§ 12
Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.d
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 15.a
Awards Exceeding $10,000		
Terminations	If 49 CFR Part 18 applies.	§ 11 and § 15.a, which incorporate 49 CFR Part 18
Special EEO provision for construction contracts	If 49 CFR Part 18 or Part 19 indicate that the DOL EEOC regulations at 41 C.F.R. Chapter 60 apply.	§ 15.a, which incorporates 49 CFR Part 18 and Part 19
Awards Exceeding $25,000		
Debarment and Suspension		§ 3.b
Awards Exceeding the Simplified Acquisition Threshold ($100,000) (As of February 2011, OMB has not to date adopted the FAR clause 2.101 $150,000 standard for grants.)		
Buy America	When tangible property or construction will be acquired.	§ 14.a
Resolution of Disputes, Breaches, or Other Litigation		§ 56
Awards Exceeding $100,000 by Statute		
Lobbying	As of February 2011, the OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 $150,000 simplified acquisition threshold standard.	§ 3.d
Clean Air		§ 25.b
Clean Water		§ 25.c

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER — MATRICES

A. THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
Transport of Property or Persons		
Cargo Preference	When acquiring property suitable for shipment by ocean vessel.	§ 14.b
Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations.	§ 14.c
Construction Activities		
Construction Employee Protections – Davis-Bacon Act	For contracts exceeding $2,000.	§ 24.a(1)
Construction Employee Protections – Contract Work Hours & Safety Standards Act	For contracts exceeding $100,000. As of February 2011, the OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 $150,000 simplified acquisition threshold standard.	§ 24.a(2)
Construction Employee Protections – Sec. 1 Copeland Anti-Kickback Act – Sec. 2 Copeland Anti-Kickback Act	All contracts All construction contracts exceeding $2,000.	§ 24.a(3)
Bonding for Construction Activities Exceeding $100,000	5% bid guarantee bond. 100% performance bond. Payment bond equal to: – 50% for contracts < $1M. – 40% for contracts >$1M – < $5M. – $2.5M for contracts > $5M.	§ 15.o(1)
Seismic Safety	Construction contracts for new buildings or for existing buildings.	§ 23.e
Nonconstruction Activities		
Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act	For all turnkey, rolling stock, and operational contracts (except transportation services contracts and open market contracts) exceeding $100,000. As of February 2011, the OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 $150,000 simplified acquisition threshold standard.	§ 24.b
Transit Operations		
Transit Employee Protective Arrangements		§ 24.d
Charter Bus Operations		§ 28
School Bus Operations		§ 29
Drug Use and Testing	Safety sensitive functions.	§ 32.b
Alcohol Misuse and Testing	Safety sensitive functions.	§ 32.b

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

A. THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Special Notification Requirements for States		
Special Notification Requirement for States		§ 38
Miscellaneous Special Requirements		
Energy Conservation		§ 26
Recycled Products	Contracts when procuring $10,000 or more per year of items designated by EPA.	§ 15.k
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 15.m
ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.g
Assignability Clause	Procurements through assignments.	§ 15.a, which incorporates 49 CFR Part18 and 49 CFR Part 19

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>$10,000	All	All
Special DOL EEO clause for construction projects				>$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Buy America			>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Air	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Water	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)

	TYPE OF PROCUREMENT				
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
Davis-Bacon Act				>$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>$100,000 (transportation services excepted).	>$100,000	>$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				 All > $2,000 (also ferries).	
Bonding				$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items $10,000 or more annually.		EPA-selected items $10,000 or more annually.	EPA-selected items $10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

C. CERTIFICATIONS, REPORTS, AND FORMS

CERTIFICATIONS, REPORTS, AND FORMS	COMMENTS	REGULATORY REFERENCE
Bus Testing Certification	All procurements of new model transit buses and vans and existing models being modified with a major changevor changes.	49 CFR Part 665
TVM Certifications	All rolling stock procurements.	49 CFR Part 26
Buy America Certification	Procurements of steel, iron or manufactured products exceeding $100,000.	49 CFR Part 661
Preaward Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Preaward Buy America Certification	Rolling stock procurements exceeding procurements exceeding $100,000.	49 CFR Part 663
Preaward Purchaser's Requirement	All rolling stock procurements.	49 CFR Part 663
Post Delivery Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Post Delivery Buy America Certification	Rolling stock procurements exceeding procurements exceeding $100,000.	49 CFR Part 663
Post Delivery Purchaser's Requirement	All rolling stock procurementsto the extent required by Federal law and regeulations.	49 CFR Part 663
On-Site Inspector's Report	Rolling Stock except for procurements of: -10 or fewer vehicles; - 20 or fewer vehicles serving rural (other than urbanized) areas or urbanized areas or 200,000 people or fewer; - any amount of primary manufactured standard production and unmodified vans that after visual inspection and road testing meet the contract specifications.	49 CFR Part 663
Federal Motor Vehicle Safety Standards Preaward Review and Post Delivery	Motor vehicle procurements (49 CFR 571).	49 CFR Part 663
Lobbying	Procurements exceeding $100,000.	49 CFR Part 20 As of February 2011, OMB Office of Federal Financial Management has not adopted FAR 2.101 $150,000 simplified acquisition threshold standard.
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding $100,000 where contractor engages in lobbying activities.	49 CFR Part 20 As of February 2011, OMB Office of Federal Financial Management has not adopted FAR 2.101 $150,000 simplified acquisition threshold standard.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

D. OTHER MATTERS

OTHER MATTERS	COMMENTS	STATUTORY OR REGULATORY REFERENCES
Contract Administration System		49 CFR § 18.36(b)(2) 49 CFR § 19.47
Record of Procurement History		49 CFR § 18.36(b)(9) 49 CFR § 19.47
Protest Procedures		49 CFR § 18.36(b)(12)
Selection Procedures		49 CFR § 18.36(c)(3)
Cost/Price Analysis		49 CFR § 18.36(f) 49 CFR § 19.45
Justification for Noncompetitive Awards	If Applicable.	49 CFR § 18.36(b)(9) by implication 49 CFR § 19.46(b)
No Excessive Bonding Requirements		49 CFR § 18.36(h) 49 CFR § 19.48(c)(5)
No Exclusionary Specifications		49 U.S.C. § 5325(h)
No Geographic Preferences	Except for A&E Services	49 CFR § 18.36(c)(2)

INDEX

A&E, II–2, II–10, IV–24, IV–25, IV–26, IV–33, VI–4, VI–12, VI–15, VI–21, VII–12, VII–4, VII–5, VII–7, *See also*, Architectural Engineering
Access, I–9, I–14, II–7, III–5, IV–15, V–2, V–3, VI–5, VII–3, VII–9, A–7, VII–2, VII–10, VII–1, VII–3, VII–4, VII–5
Accessible, I–2, III–4, IV–16, VI–14, A–1, A–4
Activities, I–1, II–6, II–8, IV–5, IV–6, IV–14, IV–15, IV–22, IV–30, VI–5, VI–15, A–4, A–6, VII–2, VII–6, *See also*, Activity
Activity, I–9, II–7, IV–14, VII–2, VII–6, VII–8, *See also*, Activities
ADA Access, VII–3, VII–5
Adequate, III–1, III–3, III–4, III–6, IV–1, IV–11, IV–12, IV–16, IV–26, V–1, V–6, VI–1, VI–8, VI–9, VI–11, VI–16, VI–17, VI–21, VI–24, VII–1, VII–6, VII–7, VII–2, VII–4, VII–10, VII–11, VII–13, VII–15
Administrative, I–2, I–4, I–12, II–10, III–7, IV–2, IV–9, IV–13, IV–26, IV–32, IV–33, V–3, VI–14, VI–23, VII–1, VII–3, A–2, A–4, VII–4, VII–15
Administrative Remedies, VII–3
Administrator, I–2, I–1, II–11, IV–27, VII–2, VII–3
Advance Payment, IV–10, IV–11, VII–4
Affirmative Action, VI–23, VII–15
Age, IV–5, IV–6, IV–14, IV–23, A–1, A–3, A–6, VII–3
Age Discrimination Act, IV–6, A–3
Age Discrimination in Employment Act, IV–6, A–1, A–6
Air, IV–3, IV–17, IV–19, IV–20, A–3, A–4, A–6, VII–5, VII–6, VII–1, VII–2, VII–4
Air Carrier, IV–19, A–6, VII–5
Alcohol Misuse and Testing, IV–22, VII–6, VII–2, VII–5
Alteration, IV–24, IV–25, IV–28, IV–29, VI–12, VI–13, VI–14
Amended, I–1, I–2, II–5, II–6, III–7, III–8, IV–5, IV–6, IV–14, IV–15, IV–16, IV–17, IV–18, IV–19, IV–25, IV–26, IV–28, IV–29, IV–32, V–3, VI–23, A–1, A–2, A–3, A–4, A–7, VII–5, *See also*, Amendment
Amendment, IV–5, VI–20, A–2, *See also*, Amended
Americans with Disabilities Act, IV–6, IV–15, IV–30, A–3, VII–5
Animal, IV–22, IV–32, A–1, A–6
Animal Welfare Act, IV–22, IV–32, A–1
Anti-Kickback, IV–28, IV–29, A–1, A–2, VII–7, VII–2, VII–5
Appeal, VII–2, VII–3, VII–4, VII–6, VII–7
Applicability, II–1, II–2, VII–1, VII–4, VII–5
Approval, I–3, IV–11, IV–27, VI–2, VI–18, VII–5
Arbitrary, VI–5, VII–10
Arbitration, VII–1, VII–8, VII–9
Arbitration Award, VII–8, VII–9
Architectural, II–2, IV–15, IV–24, VI–4, VI–12, VI–13, VI–14, VI–15, A–2, A–4, VII–7, VII–10, VII–12
Architectural Engineering, II–2, IV–24, VI–4, VI–12, VI–14, VI–15, A–2, VII–7, VII–10, VII–12, *See also*, A&E
Architecture, IV–19, A–8, VII–3, VII–5
Arrangement, I–9, II–8, V–2
Arranger, II–9
Art, II–5, IV–23, A–8, VII–1, VII–6
Assignment, IV–1, IV–2, V–1, V–5, V–6, V–7, VII–3, VII–9
Associated Capital Maintenance Item, VI–18, VII–13
Auction, III–6, III–7, VII–2
Audit, III–7, IV–4, IV–25, IV–32, IV–33, IV–34, VI–22, VII–6, VII–7, A–2, A–8, VII–2, VII–8

Auditor, IV–32, IV–33
Authorization, I–3, V–3, VI–19, A–2, VII–13
Authorizing, I–1, IV–1, IV–9, VI–20
Availability, II–5, III–3, IV–3, VI–4, VI–17, VI–19, VII–13
Award, I–12, I–13, III–1, III–4, IV–1, IV–2, IV–4, IV–5, IV–10, IV–21, IV–28, V–5, V–6, V–7, V–8, VI–1, VI–2, VI–3, VI–4, VI–5, VI–7, VI–9, VI–10, VI–11, VI–13, VI–15, VI–16, VI–17, VI–19, VI–23, VI–25, VII–3, VII–8, VII–9, VII–10, A–5, VII–4, VII–6, VII–10, VII–15
Background, I–2
Barriers, IV–15, IV–25, VI–13, A–4
Basis for Contract Award, IV–21, VII–6
Bayh-Dole Act, IV–30, A–2
Best Practices Procurement Manual, I–13, II–4, II–5, IV–4, V–6, V–7, V–8, VI–3, VI–21, VII–5, A–8, *See also*, BPPM
Best Value, I–3, IV–3, VI–11, VII–11
Bias, III–2, *See also*, Biased
Biased, VI–5, VII–10, *See also*, Bias
Bid, I–5, III–6, IV–20, IV–26, VI–4, VI–5, VI–8, VI–9, VI–10, VI–12, VI–14, VI–17, VII–2, VII–7, VII–12, VII–13, VII–1, VII–2
Bid Guarantee, IV–26, VII–7, VII–2
Bidder, III–4, IV–26, VI–4, VI–7, VI–8, VI–9, VI–10, VI–12, VI–23, VI–24, VII–3, VII–10, VII–15
Bidding, I–5, III–6, VI–8, VI–10, VI–12, VI–15, VII–2
Bond, IV–26, IV–27, VI–4, VII–7, VII–2
Bonding, IV–26, IV–27, VI–3, VI–4, VII–7, VII–10, VII–2, VII–5, VII–7
BPPM, I–13, I–14, II–4, VI–3, VII–5, *See also*, Best Practices Procurement Manual
Brand Name, III–2, VI–3, VI–4, VII–2, VII–10
Breach, IV–13, VII–7, VII–4
Brooks Act, IV–24, IV–26, VI–12, VI–13, VI–15, A–2
Building, I–5, IV–29, A–5
Build-Operate-Transfer, II–9
Build-Own-Operate, II–9
Burden, III–7, IV–32, *See also*, Overhead
Bus, I–8, II–5, II–7, II–8, IV–21, IV–23, VI–4, A–5, VII–1, VII–6, VII–2, VII–5, VII–6
Bus Testing, IV–21, A–5, VII–6
Business Opportunity, IV–5, IV–14
Business Reason, IV–11, VI–10, VII–4
Buy America, IV–18, IV–29, IV–30, V–2, V–4, V–6, VI–7, VI–8, A–5, VII–5, VII–7, VII–1, VII–4, VII–6
Byrd Anti-Lobbying Amendment, IV–5, A–2
Cancellation, I–1
Capability, III–1, III–7, VI–2, VI–4, VI–17, VI–19, VI–24, VII–13, VII–15
Capacity, I–11, III–1, III–6, V–1, V–5, V–7, VI–4, VI–23, VII–1, VII–3, VII–2, VII–15
Capital Contract, II–5, VII–1
Cardinal Change, I–3, IV–9, V–7, V–8, VII–9
Cargo Preference, IV–19, A–3, A–6, VII–2, VII–4
Cargo Preference Act, IV–19, A–3
Ceiling, IV–26, VI–6, VII–10
Certification, I–11, I–12, III–1, III–2, IV–5, IV–20, IV–22, V–2, V–4, VII–2, VII–3, VII–6
Change, I–3, I–4, IV–2, IV–9, V–7, V–8, V–9, VI–17, VI–21, VII–4, VII–5, VII–9
Change Order, I–4, VI–21, VII–4, VII–5
Charter, I–8, IV–22, A–5, VII–6, VII–2, VII–5
Civil Rights, IV–5, IV–14, IV–15, A–3, A–4, VII–3, VII–5, VII–1, VII–4
Claim, III–8, VI–19, VII–4, VII–7, VII–8, VII–9
Clean Air Act, IV–17, A–3
Clean Water Act, IV–17, A–2
Coastal Zone, IV–18, VII–5
Coin, IV–20, A–2
Color, IV–5, IV–6, IV–14, IV–23
Common Grant Rule, I–4, I–6, I–7, I–10, I–11, I–12, II–3, II–4, II–5, II–10, II–11, III–1, III–2, III–3, III–4, III–5, IV–1, IV–3,

IV–4, IV–5, IV–7, IV–8, IV–9, IV–12, IV–13, IV–14, IV–17, IV–18, IV–19, IV–21, IV–26, IV–27, IV–28, IV–29, IV–30, IV–31, V–1, V–2, V–4, V–7, VI–1, VI–2, VI–3, VI–4, VI–5, VI–6, VI–7, VI–8, VI–10, VI–16, VI–18, VI–19, VI–20, VI–21, VI–23, VI–25, VII–1, VII–4, VII–5, VII–7, A–4, VII–1
Common Grant Rule for Governmental Recipients, II–3, III–2, IV–7, IV–8, IV–12, IV–28, V–1, V–2, VI–2, VI–6, VI–7, VI–8, VI–10, VI–16, VI–18, VI–19, VI–25, VII–1, VII–4, A–4, *See also*, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
Common Grant Rule for Non-Governmental Recipients, II–3, III–2, III–3, IV–7, IV–8, IV–13, IV–27, VI–6, VI–25, VII–1, A–4, *See also*, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
Community, I–6, I–7, IV–23, VII–6
Compensation, IV–24, IV–29, VII–6
Competition, I–6, II–2, II–7, II–8, II–9, III–2, III–4, III–6, IV–9, IV–21, IV–27, IV–29, V–4, V–8, VI–1, VI–2, VI–3, VI–4, VI–8, VI–12, VI–16, VI–17, VI–18, VI–19, VI–21, A–7, VII–9, VII–10, VII–11, VII–13
Competitive Proposal, VI–9, VI–10, VI–11, VI–16, VI–18, A–5, VII–11
Complex, II–9, IV–30, VII–1
Comptroller General, I–13, III–5, III–6, V–8
Concept, IV–28, V–9, VI–1, VI–17, VII–13
Concurrence, I–3, II–1, IV–11, VI–4, VII–6, VII–9, VII–4
Condition, III–2, IV–11, IV–28
Confidentiality, VI–14, VII–12
Conflict, II–9, II–11, III–1, IV–5, IV–21, VI–3, VI–4, VI–5, VI–14, VII–3
Conflict of Interest, II–9, III–1, IV–5, VI–5, VII–3
Consortium, I–5, I–8, II–2, VI–15, VI–18, VII–3, VII–13
Construction, I–5, II–6, II–8, II–9, IV–9, IV–11, IV–12, IV–14, IV–15, IV–24, IV–25, IV–26, IV–27, IV–28, IV–29, IV–30, VI–3, VI–6, VI–7, VI–9, VI–12, VI–13, VI–14, VI–15, VI–24, VII–9, VII–10, A–2, A–5, A–6, A–7, VII–1, VII–4, VII–5, VII–7, VII–10, VII–12, VII–1, VII–2, VII–3, VII–4, VII–5
Construction Management, IV–24, VI–12, VI–14, VI–15
Construction Manager at Risk, II–9
Constructive Change, I–4, VII–4, VII–5
Contact, I–2, I–14, II–1, II–9, IV–4, IV–11, IV–32, VII–2, VII–6, VII–8, B–1
Contract, I–4
Contract Administration System, III–1, VII–7
Contract Award, IV–2, IV–4, IV–5, IV–21, IV–28, V–5, V–6, VI–1, VI–2, VI–5, VI–10, VI–13, VI–15, VI–23, VI–25, VII–1, VII–10, VII–6, VII–10, VII–15, VII–1
Contract Expansion, V–7, VII–9
Contract Rights, V–1, V–4, V–5, V–6, V–7, VI–3, VII–9
Contract Type, III–4, VI–6, VI–8, VII–2, VII–10
Contract Work Hours and Safety Standards Act, IV–13, IV–14, IV–29, A–2, A–5, VII–5
Cooperative Agreement, I–2, I–3, I–4, I–5, I–7, I–8, I–13, II–1, II–2, II–3, II–10, IV–9, IV–10, V–1, VI–18, VI–20, VII–5, VII–6, A–4, VII–1
Cooperative Procurement, I–6, I–7, *See also*, Joint Procurement and Cooperative Purchasing Program
Cooperative Purchasing Program, I–7, I–9, I–10, V–2, V–3, *See also*, Cooperative Purchasing Program

Copeland Anti-Kickback Act, A–1, A–2, VII–2, VII–5
Copyright, IV–31, VII–5
Cost, I–3, I–8, I–10, II–10, III–4, III–5, IV–1, IV–3, IV–9, IV–10, IV–18, IV–26, IV–30, IV–32, IV–33, IV–34, V–1, VI–3, VI–6, VI–10, VI–11, VI–14, VI–15, VI–16, VI–19, VI–20, VI–21, VI–22, VII–5, A–5, A–7, VII–2, VII–4, VII–7, VII–8, VII–10, VII–12, VII–13, VII–14, VII–7
Cost Analysis, VI–16, VI–20, VI–21, VII–13, VII–14
Cost Plus a Percentage of Cost, VI–6, VII–10
Cost Reimbursement, III–4, VI–6, VII–10
Council on Environmental Quality, IV–17, A–6
Court Award, VII–8, VII–9
Creed, IV–5, IV–14, IV–23
Criminal Fraud, III–7, A–1, VII–1, VII–4
Criteria, I–5, IV–23, VI–23, VII–6
Customary, II–8, IV–11, V–8, VII–4
Data, I–6, IV–31, VI–14, VI–17, VI–20, VII–8, VII–12, VII–13, VII–3, VII–5
Davis-Bacon Act, IV–28, A–2, VII–2, VII–5
DBE, II–6, IV–3, IV–6, IV–7, IV–20, VI–23, VII–3, VII–6, VII–15, *See also*, Disadvantaged Business Enterprise
Debarment, IV–4, IV–5, VI–23, A–4, A–7, VII–3, VII–15, VII–1, VII–4
Defense Contract Audit Agency, IV–34, VI–22, A–8
Deficiencies, I–11, VI–24, VII–15
Definition, I–3, I–5, III–6, V–3, A–3
Delay, I–11, VI–17, VI–18, VII–13
Delivery, I–3, I–5, I–6, II–8, II–9, IV–7, IV–12, IV–21, V–1, V–5, V–6, V–8, VI–3, VI–11, VI–24, A–5, VII–3, VII–6
Demonstration, II–4, IV–30, IV–31, VII–3
Department of Agriculture, IV–22, IV–32, A–6
Department of Commerce, IV–8, IV–30, IV–31, A–6, VII–3
Department of Labor, IV–13, IV–28, A–5, A–6, *See also*, DOL
Department of the Treasury, IV–27, A–6
Department of Transportation, I–1, II–6, IV–4, IV–7, IV–14, VI–19, A–3, A–4, A–7, *See also*, DOT
Description, I–14, II–9, III–2, IV–3, VI–1, VI–2, VI–3, VI–8, VI–9, VII–2, VII–5, VII–7, VII–10
Design, I–3, I–5, II–5, II–8, II–9, IV–15, IV–23, IV–24, IV–25, IV–28, VI–11, VI–12, VI–13, VI–14, VI–15, VI–16, VII–10, A–8, VII–5, VII–7, VII–12
Design-Bid-Build, I–5, VI–14, VII–12
Design-Build, I–5, II–8, II–9, IV–28, VI–15, VI–16, VII–12
Design-Build With a Warranty, II–9
Design-Build-Finance-Operate, II–9
Design-Build-Operate-Maintain, II–9
Development, I–1, I–8, II–4, II–7, II–8, IV–6, IV–8, IV–24, IV–30, IV–31, VI–10, VI–17, VI–19, A–8, VII–1, VII–3, VII–8, VII–3, VII–5
Disabilities, IV–6, IV–15, IV–16, IV–20, IV–22, IV–30, A–3, A–4, VII–3, VII–5, *See also*, Disability
Disability, IV–15, A–1, VII–5, *See also*, Disabilities
Disadvantaged Business Enterprise, II–6, IV–2, IV–3, IV–6, IV–7, VI–4, VI–23, A–4, VII–3, VII–1, VII–4, *See also*, DBE
Disclosure, IV–5, IV–17, VI–19, VII–3
Discriminatory, III–2, IV–3, VI–3
Discussion, IV–13, VII–5
Disputes, VI–19, VII–1, VII–5, VII–6, VII–9, VII–13, VII–1, VII–4
Documentation, III–5, IV–11, IV–12, VI–8, VII–5, VII–6, VII–9, VII–2, VII–4, VII–11
DOL, IV–13, IV–22, IV–28, IV–29, A–5, A–6, *See also*, Department of Labor
DOT, I–1, I–4, II–5, II–6, II–10, III–5, III–8, IV–4, IV–5, IV–7, IV–8, IV–14, IV–15, IV–17, IV–20, IV–22, IV–27, IV–30, IV–

32, VI–19, VI–21, VI–23, A–3, A–4, A–5, A–7, A–8, VII–3, VII–5, *See also*, Department of Transportation
Driving, IV–8, IV–9, A–7, A–8
Drug Use and Testing, IV–22, VII–6, VII–2, VII–5
Duplication, IV–32, VI–17, VII–8, VII–13
Earthquake Hazards Reduction Act, IV–28, A–3
E-Commerce, I–5, *See also*, Electronic Commerce
Educational Institutions, IV–10, IV–33, A–7, VII–4, VII–8
EEO, IV–5, VII–3, VII–1, VII–4, *See also*, Equal Employment Opportunity
Effect, I–3, I–4, I–13, II–1, II–4, III–5, IV–23, IV–30, V–7, VI–5, VI–13, VII–1, VII–6, VII–12
E-Government Act of 2002, V–3, A–2
Electronic, I–3, I–5, I–6, I–13, III–5, III–6, IV–16, A–1, A–6, VII–2, VII–5
Electronic Commerce, I–5, III–5, VII–2, *See also*, E-Commerce
Eligibility, II–8, IV–1, IV–9, IV–32, IV–34, V–2, V–3, A–7, A–8, VII–3, VII–4, VII–8
Eligible, I–6, II–6, IV–1, IV–3, IV–9, IV–23, IV–34, V–3, VI–4, VI–20, VI–23, VII–4, VII–5, VII–9, VII–14
Emergency, V–3, V–4, VI–4, VI–5, VI–18, VI–19, A–2, A–3, VII–9, VII–10, VII–13
Employee, III–1, IV–22, VII–2, VII–5
Employment, I–8, IV–5, IV–6, IV–14, IV–28, A–1, A–3, A–6, A–7, VII–3, VII–7
End Products, IV–25, VI–13, VII–7
Energy, III–3, IV–17, IV–18, A–3, VII–2, VII–5, VII–3, VII–5
Energy Policy and Conservation Act, IV–18, A–3
Engineering, I–10, II–2, IV–24, IV–28, VI–4, VI–12, VI–13, VI–14, VI–15, VI–19, VII–10, A–2, VII–7, VII–10, VII–12
Environment, III–3, IV–17, *See also*, Environmental
Environmental, III–3, IV–14, IV–15, IV–16, IV–17, IV–18, A–5, A–6, A–7, VII–2, VII–5, *See also*, Environment
Environmental Justice, IV–14, IV–15, A–7, VII–5
Environmental Protection Agency, IV–17, A–6, *See also*, EPA
EPA, IV–17, IV–20, A–6, VII–3, VII–5, *See also*, Environmental Protection Agency
EPLS, IV–5, *See also*, Excluded Parties List System
Equal, II–7, III–2, III–3, IV–5, IV–6, IV–16, IV–28, VI–3, VI–4, VI–18, A–3, A–6, A–7, VII–2, VII–3, VII–5, VII–7, VII–10, VII–2
Equal Employment Opportunity, IV–5, IV–6, IV–28, A–3, A–6, A–7, VII–3, VII–7, *See also*, EEO
Equipment, I–6, I–8, II–5, IV–3, IV–18, IV–22, IV–23, IV–30, IV–31, V–1, VI–17, VI–24, VII–10, A–2
Ethics, VI–23, VII–15
Evaluate, III–5, IV–25, V–5, VI–5, VI–22, VII–9, *See also*, Evaluation
Evaluation, I–3, VI–5, VI–11, VI–13, VI–20, VI–22, VI–23, VII–1, VII–6, VII–10, VII–11, VII–14, *See also*, Evaluate
Exception, II–9, IV–11, VI–18, VII–13, *See also*, Waiver
Existing Contract, V–4, V–5, V–7, VI–17, VII–9
Experience, I–11, VI–3, VI–6, VI–10, VI–22, VI–23, VI–24, VII–6, VII–10, VII–15
Export, IV–31, A–6, VII–8
Fabrication, IV–21, IV–24, IV–25, VI–13
Facilitator, II–9
Factor, VI–13, VI–24
Failure, IV–27, V–5, VI–19, VI–24, VII–3, VII–4, VII–8, VII–9, VII–10, VII–9, VII–13
Fair Labor Standards, IV–14, IV–22, A–1, VII–5
Fair Labor Standards Act, IV–14, IV–22, A–1

False Statement, VII–4
FAR, II–10, IV–10, IV–18, IV–26, IV–30, IV–33, VI–7, VI–14, VI–18, VI–20, VI–21, VI–22, VI–23, A–5, VII–13
Feasibility Studies, IV–24, VI–12, VI–14, VI–15
Federal Acquisition Regulation, II–10, VI–7, A–5, VII–1, *See also*, FAR
Federal Acquisition Streamlining Act of 1994, IV–7, IV–14, IV–29, A–1, A–2, A–3
Federal Boards of Contract Appeals, V–8
Federal Concern, I–11, VII–1, VII–9
Federal Court Decisions, V–8
Federal Interest, IV–26, IV–27, VII–1, VII–8, VII–9
Federal Procurement Standard, V–8, VII–9
Federal Property and Administrative Services Act, V–3, A–2
Federal Register, I–1, I–2, IV–10
Federal Requirements, I–1, I–2, I–12, I–13, I–14, II–1, II–4, II–10, II–11, III–1, III–4, III–6, IV–1, IV–3, IV–4, IV–9, IV–19, IV–21, IV–30, V–1, V–2, V–4, V–6, VI–4, VI–7, VII–1, VII–9, VII–10, VII–1, VII–4
Federal Supply Schedule, V–2, V–3, VII–9
Federal Transit Administration, I–1, I–2, I–6, II–1, II–5, III–1, IV–1, VI–1, VII–1, A–5, A–8, *See also*, FTA
Federal Transit Laws, I–1, II–10, A–1
Federalism, I–11, A–7
Financial, I–1, I–2, II–6, II–9, III–1, III–4, IV–4, IV–6, IV–7, IV–12, IV–14, IV–15, IV–17, IV–27, VI–22, VI–24, VII–7, VII–8, A–2, A–4, A–6, VII–1, VII–15
Firm Fixed Price, VI–6, VI–8, VI–9, VI–10, VII–10
Five-Year Limitation, IV–21, VII–6
Fixed Price, III–4, VI–6, VI–8, VI–9, VI–10, VII–10, VII–11
Fly America, IV–19, A–4, VII–2, VII–4
Force Account, I–6, II–9, V–1, VII–1, VII–9
Foreign, I–8, IV–18, IV–31, VI–19, VII–2, VII–4
Formal Advertising, VI–8, VI–11, VII–11
Forms, III–4, III–5, VII–8, VII–1, VII–2, VII–3, VII–4, VII–5, VII–6, VII–7
For-Profit, I–7, II–5, II–10, IV–10, IV–34, VII–4, VII–8
Fraud, III–7, III–8, VII–1, VII–9, A–1, A–2, A–4, VII–1, VII–4
Frequently Asked Questions, I–14, V–8
FTA, I–1, I–2, I–1, I–2, I–3, I–5, I–6, I–7, I–8, I–9, I–10, I–11, I–12, I–13, I–14, II–1, II–2, II–3, II–4, II–5, II–6, II–7, II–8, II–9, II–10, II–11, III–1, III–2, III–4, III–5, III–6, III–7, IV–1, IV–2, IV–3, IV–4, IV–5, IV–6, IV–7, IV–8, IV–9, IV–10, IV–11, IV–12, IV–13, IV–14, IV–15, IV–16, IV–17, IV–18, IV–19, IV–20, IV–21, IV–22, IV–23, IV–24, IV–25, IV–26, IV–27, IV–28, IV–29, IV–30, IV–31, IV–32, IV–33, IV–34, V–1, V–2, V–3, V–4, V–5, V–6, V–7, V–8, V–9, VI–1, VI–2, VI–3, VI–4, VI–5, VI–7, VI–8, VI–10, VI–11, VI–12, VI–13, VI–14, VI–15, VI–16, VI–17, VI–18, VI–20, VI–21, VI–22, VI–23, VI–24, VII–1, VII–2, VII–3, VII–4, VII–5, VII–6, VII–7, VII–8, VII–9, A–5, A–8, B–1, VII–1, VII–4, VII–9, VII–13, VII–1, VII–4, *See also*, Federal Transit Administration
FTA Circular, I–1, I–13, II–5, II–6, IV–1, IV–14, IV–15, IV–20, A–8
FTA Official, IV–4, VII–2, VII–6, VII–8
Fuel Economy, IV–20, A–6, VII–6
Full and Open Competition, I–6, II–8, III–6, VI–1, VI–2, VI–12, VI–16, VI–19, VII–13
Full Delivery, II–9
G&A, III–7, IV–32, *See also*, General & Administrative
General & Administrative, III–7, IV–32, *See also*, G&A
General Services Administration, I–7, IV–5, V–2, A–2, A–6, *See also*, GSA
Geographic, I–2, II–2, VI–4, VII–10, VII–7
Gift, III–1

Governmental Recipient, I–4, I–6, I–7, II–3, II–10, III–2, III–3, III–4, IV–7, IV–8, IV–12, IV–13, IV–17, IV–27, IV–28, V–1, V–2, V–3, VI–2, VI–6, VI–7, VI–8, VI–10, VI–11, VI–16, VI–18, VI–19, VI–25, VII–1, VII–2, VII–4, A–4, VII–1, VII–15
Governmental Subrecipient, II–2, II–3, VII–1
Grant, I–3, I–4, I–6, I–7, I–8, I–10, I–11, I–12, I–13, II–1, II–2, II–3, II–4, II–5, II–6, II–10, II–11, III–1, III–2, III–3, III–4, III–5, IV–1, IV–3, IV–4, IV–5, IV–7, IV–8, IV–9, IV–10, IV–12, IV–13, IV–14, IV–17, IV–18, IV–19, IV–20, IV–21, IV–26, IV–27, IV–28, IV–29, IV–30, IV–31, V–1, V–2, V–4, V–7, VI–1, VI–2, VI–3, VI–4, VI–5, VI–6, VI–7, VI–8, VI–10, VI–16, VI–18, VI–19, VI–20, VI–21, VI–23, VI–25, VII–1, VII–4, VII–5, VII–6, VII–7, A–4, A–8, VII–1
Grant Management, II–6, IV–1, IV–20, A–8
Grantee, I–8, II–2
GSA, I–7, I–9, I–10, IV–5, IV–19, V–2, V–3, V–4, A–2, A–3, A–6, A–7, VII–3, *See also*, General Services Administration
Guidance, I–1, I–2, I–11, I–12, I–13, II–1, II–2, II–6, II–8, II–9, II–10, II–11, IV–1, IV–3, IV–4, IV–10, IV–14, IV–15, IV–33, V–1, V–7, V–8, VI–1, VI–6, VI–7, VI–21, A–7, A–8, VII–14
Guidelines, IV–5, IV–14, IV–15, IV–17, IV–22, IV–30, A–6, A–7, A–8
Handicap, IV–15, A–4
Helpline, I–14, VI–22
HIRE Act, IV–6, A–1
History, III–4, III–5, IV–23, VII–6, VII–2, VII–7
HUBZone, IV–7
IDIQ, V–5, V–7, *See also*, Indefinite-Delivery-Indefinite-Quantity
Impartiality, IV–5, VI–5, VII–10
Inadequate, II–11, VI–18, VI–21, VII–1, VII–13
Incentive, VI–6, VI–10, VI–20, VII–14
Indefinite-Delivery-Indefinite-Quantity, V–5, *See also*, IDIQ
Indian, I–1, I–4, I–6, I–7, I–9, II–10, IV–10, IV–18, IV–30, IV–33, V–3, A–7, VII–5, VII–8, *See also*, Indian Tribe, and Indian Tribal Government
Indian Tribal Government, I–4, I–6, IV–10, IV–33, A–7, *See also*, Indian, and Indian Tribe,
Indian Tribe, I–6, II–10, IV–30, IV–33, VII–8, *See also*, Indian, and Indian Tribal Government
Indirect Cost, IV–26, IV–32, IV–33, IV–34, VI–14, VII–7, VII–8, VII–12, VII–14
Industry Contracts, III–4, VII–2
Information, I–2, I–12, II–1, II–4, II–11, III–5, III–6, III–7, IV–1, IV–4, IV–7, IV–8, IV–16, IV–17, IV–23, IV–32, V–3, V–4, V–6, VI–1, VI–2, VI–3, VI–5, VI–7, VI–20, VI–21, VII–2, VII–3, VII–5, VII–6, VII–7, VII–10, A–1, A–2, A–3, A–4, A–5, A–6, B–1, VII–2, VII–3, VII–5, VII–9, VII–10
Information Technology, IV–16, V–3, A–1, A–2, A–6, VII–9
Innovative, I–10, II–9, VI–17, VII–13
In-State, IV–21, VI–4, VII–6, VII–10
Institution of Higher Education, I–7, IV–10, IV–30, IV–31, V–3
Integrity, IV–4, VI–23, VII–15
Intelligent Transportation System, IV–19, A–1, VII–6, *See also*, ITS
International, I–8, IV–19, VI–19, A–4, VII–13
International Air Transportation Fair Competitive Practices Act, IV–19, A–4, *See also*, Fly America Act
ITS, IV–19, IV–25, A–8, VII–3, VII–5, *See also*, Intelligent Transportation System
John Warner National Defense Authorization Act for Fiscal Year 2007, V–3, A–2
Joint Architectural and Transportation Barriers Compliance Board, IV–15, A–4

Joint Partnership, II–4
Joint Procurement, I–6, I–7, I–10, IV–1, IV–2, V–1, V–7, VII–3, VII–9
Joint Venture, I–8, II–2, VI–15, VI–18, VII–3, VII–13
Justification, III–4, III–5, IV–9, VI–20, VII–13, VII–7
Labor, I–6, I–8, IV–7, IV–13, IV–14, IV–22, IV–26, IV–28, IV–29, V–1, V–5, VI–20, A–1, A–5, A–6, A–7, VII–5, VII–7
Labor Neutrality, IV–29, VII–7
Laborer, IV–13, IV–29
Land, I–8, II–5, II–6
Law, I–1, I–2, I–7, II–1, II–3, II–8, II–11, III–1, III–6, IV–1, IV–4, IV–9, IV–14, IV–21, IV–22, IV–25, IV–26, V–2, V–3, VI–1, VI–4, VI–7, VI–8, VI–10, VI–11, VI–12, VI–13, VI–14, VI–15, VI–21, VI–23, VII–4, VII–8, A–1, A–6, A–8, VII–7
Lease, III–3, IV–3, IV–4, VII–2, VII–3
Legal Effect, II–1
Legislation, I–1, I–2, III–5, IV–17, VI–1, VI–12, VI–15
LEP, IV–15, A–8, VII–5, *See also*, Limited English Proficiency
Letter of Credit, IV–11
Letter of No Prejudice, IV–10, VII–4
License, IV–21, IV–30, IV–31
Licensing, IV–21, VI–4, VI–24, VII–10, VII–15
Lift, II–5
Limited, I–1, I–3, I–7, II–5, II–7, II–8, II–10, III–5, IV–5, IV–9, IV–11, IV–15, IV–16, IV–20, IV–23, IV–30, V–3, V–4, VI–3, VI–4, VI–5, VI–6, VI–9, VI–11, VI–14, VI–19, VI–21, VII–1, VII–9, A–7, A–8, VII–1, VII–5, VII–9, VII–10, VII–13, VII–5
Limited Contract Opportunities, II–7, VII–1
Limited English Proficiency, IV–15, A–7, VII–5, *See also*, LEP
Liquidated Damages, IV–12, IV–13, VII–8, VII–4
List, I–14, IV–4, IV–5, IV–17, IV–27, V–7, VII–2, VII–5, VII–7, VII–3
Litigation, VI–19, VII–1, VII–6, VII–7, VII–8, VII–9, VII–13, VII–1, VII–4
Lobbying, IV–5, A–2, A–4, VII–3, VII–1, VII–4, VII–6
Local Government, I–4, I–6, I–7, I–9, II–10, III–7, IV–2, IV–30, IV–32, V–1, V–2, V–3, V–4, V–6, V–7, A–4, A–7, VII–3, VII–9
Local Law, II–11, III–1, III–6, IV–23, VI–1, VI–4, VI–7, VI–8, VI–10, VI–11, VI–12, VI–14, VII–4, VII–1
Local Preparedness Acquisition Act, V–4, A–2
Local Share, IV–10, IV–11
Major Disaster, V–3, V–4, VI–4, VI–5, A–2, A–3, VII–9
Mapping, IV–24, IV–25, VI–12, VI–14, VI–15
Master Agreement, I–3, I–7, I–13, II–1, II–5, II–11, III–1, III–5, IV–3, IV–4, IV–18, IV–31, VI–7, A–8, VII–1, VII–2, VII–3
Matrices, IV–4, VII–1, VII–2, VII–3, VII–4, VII–5, VII–6, VII–7
Mechanic, IV–13, IV–29
Method, I–3, I–6, II–1, III–4, IV–12, V–1, V–7, VI–6, VI–7, VI–8, VI–10, VI–11, VI–14, VI–15, VI–16, VI–17, VI–20, VI–21, VII–2, VII–11, VII–12
Metric, III–3, IV–19, IV–20, A–1, A–7, VII–2, VII–6
Micro-Purchase, VI–7, VI–8, VI–21, VII–11, VII–1, VII–2, VII–3, VII–4, VII–5
Mitigation, IV–16, VII–5
Modification, I–7, VI–21, VII–5
National Emergency, VI–19, VII–13
National Environmental Policy Act, IV–16
National Origin, IV–5, IV–6, IV–14, IV–23
National Research Act, IV–31, A–3
National Security, VI–19, VII–13
National Transit Institute, VI–21
Necessity, III–3, IV–1, VII–2, VII–3

Needs, I–7, III–7, IV–1, IV–2, IV–3, IV–21, V–1, V–5, V–6, V–7, V–9, VI–3, VI–7, VI–17, VI–19, VI–21, VI–22, VII–3, VII–10
Negotiate, VI–10, VI–21, *See also*, Negotiated, and Negotiation
Negotiated, I–3, V–5, VI–10, VI–12, VI–20, VII–6, *See also*, Negotiate, and Negotiation
Negotiation, IV–26, VI–14, VI–15, *See also*, Negotiate, and Negotiated
Noncompetitive Proposal, VI–16, VI–18, A–5
Nondiscrimination, IV–5, IV–6, IV–14, IV–15, IV–23, A–1, A–3, A–4, A–6, VII–3, VII–5, VII–6
Non-Governmental Recipient, I–4, I–7, II–3, II–10, III–2, III–3, III–4, IV–7, IV–8, IV–13, IV–27, V–1, V–2, VI–6, VI–7, VI–10, VI–11, VI–25, VII–1, VII–2, A–4, VII–1, VII–15
Nonprofit, I–7, IV–30, A–6, *See also*, Non-Profit
Non-Profit, I–4, I–7, II–3, II–10, III–7, IV–10, IV–16, IV–30, IV–32, IV–33, IV–34, VI–19, A–4, A–7, VII–1, VII–4, VII–8, *See also*, Nonprofit
Nonrestrictive, III–2, VII–2
Notice, I–1, I–2, II–5, II–8, II–9, IV–7, IV–10, IV–19, VII–3, VII–10, A–8, VII–3
Notification, I–2, II–11, III–5, III–6, VII–2, VII–3, VII–5, *See also*, Notify
Notify, II–4, II–11, III–6, VI–14, VII–1, VII–2, VII–5, VII–6, VII–7, VII–8, *See also*, Notification
Objectivity, IV–5, VI–5, VII–10
Ocean Vessel, IV–19, VII–5, VII–2, VII–4
Offeror, I–10, III–4, VI–1, VI–2, VI–4, VI–7, VI–11, VI–12, VI–13, VI–17, VI–20, VI–23, VI–24, VII–3, VII–10, VII–15
Office, I–1, I–2, I–14, III–6, IV–4, IV–11, IV–12, IV–28, IV–33, VII–2, VII–3, VII–4, A–6, A–7, B–1, B–2
Office of Federal Procurement Policy, III–6, IV–12
Off-the-Shelf, IV–25, VI–13
Omnibus Trade and Competitiveness Act, IV–19, A–1
On-Site Inspector's Report, VII–6
Open Contract Opportunities, II–7, VII–1
Open Market, V–9, VI–1, VII–9, VII–10, VII–11, VII–12, VII–13, VII–14, VII–15
Operation, I–1, II–8
Opportunity, II–7, IV–5, IV–6, IV–14, IV–16, IV–28, VI–1, VI–12, VII–4, A–3, A–6, A–7, VII–3, VII–5, VII–7, VII–10
Option, I–5, I–9, IV–3, IV–21, V–2, V–5, VI–22, VII–9
Organizational Conflicts of Interest, III–2, IV–32, VI–5, VII–8, VII–10
Other Agreement, I–8, II–2, II–4, IV–30, IV–33, VII–1
Other Than Full and Open Competition, VI–16, VII–13
Overhead, III–7, IV–18, IV–30, IV–32, VI–20, *See also*, Burden
Oversight, I–11, I–12, I–13, V–9, VII–2, VII–6, VII–7
Over-the-Road Bus, II–5, VII–1
Paratransit, IV–16, VII–5
Participant, II–2, VII–1
Participation, II–6, IV–2, IV–7, IV–14, IV–23, IV–32, VI–3, VI–4, VI–18, VI–20, VII–4, VII–6, VII–7, VII–8, VII–9, A–4, VII–6, VII–5
Partnership, I–8, II–2, II–4, II–8, II–9, VI–15, VI–18, VII–3, VII–13
Past Performance, I–3, IV–4, VI–10, VI–11, VI–21, VI–24, VI–25, VII–15
Patent, IV–30, VI–17, A–2, VII–8, VII–3, VII–5
Payment, III–4, IV–10, IV–11, IV–12, IV–26, VI–4, VI–6, VI–10, VII–4, VII–7, VII–2
Payment Bond, IV–26, VI–4, VII–7, VII–2
Percentage, II–7, IV–12, V–8, VI–6, VI–11, VII–4, VII–10

Percentage of Construction Cost, VI–6, VII–10
Performance, I–3, I–5, I–10, I–12, III–1, III–2, III–4, IV–4, IV–9, IV–12, IV–13, IV–17, IV–21, IV–22, IV–26, VI–1, VI–2, VI–3, VI–4, VI–5, VI–6, VI–7, VI–10, VI–11, VI–14, VI–21, VI–24, VI–25, VII–2, VII–4, VII–7, VII–12, VII–15, VII–2
Performance Bond, IV–26, VI–4, VII–7, VII–2
Period of Performance, IV–9, VII–4
Person, IV–14, IV–28, VI–3, VI–19, VI–21
Personal Conflicts of Interest, III–1, VII–2
Personnel, I–3, III–1, III–7, IV–8, VI–11, VI–22, VI–24
Piggybacking, V–6
PLA, I–8, IV–29, *See also*, Project Labor Agreement
Plan, I–3, VI–11, VI–19, VII–13
Planning, II–6, II–8, IV–23, IV–24, VI–19, VII–10, VII–3
Pollution, IV–20, A–6, VII–6
Pooling, V–7
PPP, II–8, II–9, *See also*, Public-Private Partnership
Preaward Authority, IV–10, VII–4
Preference, III–2, III–3, IV–17, IV–18, IV–19, IV–29, VI–2, VI–5, VI–8, VI–18, A–3, A–6, VII–2, VII–5, VII–7, VII–2, VII–4
Preliminary Engineering, IV–24, VI–12, VI–14, VI–15
Prenotification, VI–14, VII–12
Prequalification, VI–2, VI–3, VI–16, VII–10
Presidential $1 Coin Act, IV–20, A–2
Prevailing Wage, IV–28, VI–7, A–2, VII–7
Preventive Maintenance, II–6, II–7, VII–1
Price, I–3, III–4, III–5, IV–12, IV–26, IV–27, V–4, V–5, V–6, VI–6, VI–8, VI–9, VI–10, VI–11, VI–12, VI–13, VI–16, VI–20, VI–21, VI–22, VII–2, VII–9, VII–10, VII–11, VII–12, VII–14, VII–7
Price Analysis, V–6, VI–16, VI–20, VI–21, VII–14, VII–7
Pricing Guide for FTA Grantees, VI–22, A–8
Process, I–3, I–13, II–7, III–7, IV–16, IV–21, IV–23, V–6, VI–2, VI–5, VI–11, VI–16, VII–3, A–3, VII–6
Procurement Procedures, II–2, II–3, II–5, II–11, III–2, III–3, III–6, IV–24, IV–25, V–7, VI–1, VI–7, VI–9, VI–11, VI–12, VI–13, VI–14, VI–15, VI–19, VII–2, VII–11, VII–12, VII–13
Procurement System, I–11, I–12, III–1
Product, I–10, III–2, V–2, VI–2, VI–4, VI–17, VI–21
Production, VI–17, VI–24, VII–15
Program Management, II–9, IV–24, VI–12, VI–14, VI–15, VII–1, VII–9
Program Manager, IV–25
Progress Payment, IV–11, IV–12, VII–4
Prohibited, IV–9, IV–11, IV–21, IV–22, IV–29, V–8, VI–3, VI–5, VI–6, VI–8, VI–13, VI–14, VI–19, A–5, VII–4, VII–10, VII–11, VII–12, VII–13
Prohibition, IV–2, IV–5, IV–24, VII–3, VII–6, *See also*, Prohibited
Project Designer, IV–25
Project Labor Agreement, I–8, IV–29, A–7, *See also*, PLA
Project Type, II–5, VII–1
Property, I–6, I–8, I–9, I–10, II–2, II–5, II–6, II–7, II–8, II–9, III–2, III–3, III–4, III–6, IV–1, IV–2, IV–3, IV–9, IV–13, IV–14, IV–16, IV–18, IV–19, IV–20, IV–24, IV–25, IV–29, IV–30, V–1, V–2, V–3, V–4, V–5, V–6, V–7, V–9, VI–1, VI–2, VI–3, VI–7, VI–8, VI–9, VI–10, VI–12, VI–13, VI–14, VI–17, VI–18, VI–20, VII–8, A–2, A–3, A–4, A–6, VII–1, VII–4, VII–5, VII–6, VII–7, VII–8, VII–9, VII–10, VII–1, VII–2
Proposal, I–3, I–10, III–3, III–6, IV–20, IV–34, VI–1, VI–4, VI–9, VI–10, VI–11, VI–12, VI–16, VI–17, VI–18, VI–23, A–5, VII–2, VII–11, VII–13, VII–1

Protest, VI–19, VII–1, VII–2, VII–3, VII–4, VII–9, VII–7
Provision, I–1, II–6, II–10, IV–8, IV–9, V–6, VI–6, VI–10, VII–8, VII–1, VII–2, VII–3, VII–4, VII–5
Public Interest, IV–31, VI–19, VII–13
Public Opening, VI–9, VII–11
Public Policy, IV–4, VI–22, VI–23, VII–15
Public Transportation, I–1, I–2, I–3, I–5, I–8, I–9, II–3, II–4, II–7, II–9, IV–1, IV–2, IV–3, IV–5, IV–14, IV–15, IV–16, IV–20, IV–21, IV–22, IV–30, V–6, VI–11, VII–4, A–1, VII–3, VII–5, VII–6
Publication, I–1, IV–7, IV–31, VI–1, VI–7, VII–8
Publicity, VI–9, VI–11, VII–11
Public-Private Partnership, II–8, II–9, VII–1, *See also*, PPP
Purchase, I–5, I–10, II–2, III–1, III–3, III–4, III–5, III–7, IV–1, IV–2, IV–3, IV–13, IV–18, V–2, V–3, V–4, VI–6, VI–7, VI–8, VI–9, VI–16, VI–21, VII–2, VII–3, VII–11, VII–1, VII–2, VII–3, VII–4, VII–5
Purchase Order, I–10, II–2, III–1, III–7, V–2, V–4, VI–6
Purchasing Contract, I–9, IV–2, V–2, V–4, VII–3, VII–9
Purchasing Schedule, I–6, I–9, IV–2, V–1, V–2, V–4, V–6, VII–3, VII–9
Qualifications-Based, IV–24, IV–25, IV–26, VI–2, VI–12, VI–13, VI–14, VI–15, VII–7, VII–12
Qualified, III–1, III–7, IV–6, IV–7, IV–15, VI–2, VI–4, VI–8, VI–11, VI–12, VI–13, VI–16, VI–22, VI–23, VII–12
Quality, I–3, I–8, III–2, IV–17, IV–23, V–8, VI–11, VI–21, VI–24, A–6, VII–2, VII–6
Quantity, I–6, IV–2, IV–20, V–1, V–5, V–6, V–8, VI–3, VII–9
Quote, III–6, VII–2
Race, IV–5, IV–6, IV–14, IV–23
Real Property, I–8, II–5, II–6, IV–24, IV–25, VI–12, VI–13, VI–14, A–3, A–4, VII–1
Recipient, I–1, I–2, I–3, I–4, I–5, I–6, I–7, I–8, I–9, I–10, I–11, I–12, I–13, I–14, II–1, II–2, II–3, II–4, II–5, II–6, II–7, II–8, II–9, II–10, II–11, III–1, III–2, III–3, III–4, III–5, III–6, III–7, IV–1, IV–2, IV–3, IV–4, IV–5, IV–6, IV–7, IV–8, IV–9, IV–10, IV–11, IV–12, IV–13, IV–15, IV–16, IV–17, IV–18, IV–19, IV–20, IV–21, IV–22, IV–23, IV–24, IV–25, IV–26, IV–27, IV–28, IV–29, IV–30, IV–31, IV–32, IV–33, V–1, V–2, V–3, V–4, V–5, V–6, V–7, V–8, V–9, VI–1, VI–2, VI–3, VI–4, VI–5, VI–6, VI–7, VI–8, VI–10, VI–11, VI–12, VI–13, VI–14, VI–15, VI–16, VI–17, VI–18, VI–19, VI–20, VI–21, VI–22, VI–23, VI–24, VI–25, VII–1, VII–2, VII–3, VII–4, VII–5, VII–6, VII–7, VII–8, VII–9, VII–10, A–4, VII–1, VII–2, VII–3, VII–10, VII–15
Record, I–12, III–4, III–5, IV–4, IV–13, IV–29, VI–21, VI–23, VI–24, VII–2, VII–15, VII–7
Recreation Area, IV–17, A–3, A–5, VII–5
Recycled, IV–17, A–3, VII–5, VII–3, VII–5
Reference, I–7, I–10, I–12, I–13, IV–30, VI–7, VII–1, VII–2, VII–3, VII–6
Region, II–11, IV–27, VII–2, VII–3, B–1, B–2
Regional Administrator, IV–27, VII–2, VII–3
Regulations, I–2, I–4, I–13, I–14, II–1, II–2, II–3, II–5, II–6, II–9, II–10, II–11, III–1, III–3, III–4, III–8, IV–1, IV–3, IV–4, IV–5, IV–6, IV–7, IV–8, IV–9, IV–13, IV–14, IV–15, IV–16, IV–17, IV–18, IV–19, IV–20, IV–21, IV–22, IV–23, IV–24, IV–26, IV–27, IV–28, IV–29, IV–30, IV–31, IV–32, V–2, V–4, VI–1, VI–4, VI–11, VI–14, VI–22, VI–23, VI–24, VII–4, A–4, A–5, A–6, VII–1, VII–3, VII–5
Rehabilitation, IV–15, IV–16, A–1, VII–5
Rehabilitation Act, IV–15, IV–16, A–1, VII–5
Rejection, III–4, III–5, VI–7, VI–8, VI–10, VI–25, VII–10, VII–11, VII–15

Relocation, II–5, II–6, A–3, A–4
Remedies, III–8, IV–12, IV–13, VI–5, VII–3, VII–8, A–2, A–4, VII–4, VII–10
Repair, IV–24, IV–25, IV–28, IV–29, VI–12, VI–13, VI–14
Report, VII–2, VII–6, VII–7, VII–8, VII–6
Reporting, IV–26, VI–14
Request for Proposals, I–10, VI–10, VI–11, VI–25, VII–11
Requirement, I–14, II–1, IV–24, IV–26, IV–29, VI–1, VI–8, VI–11, VI–13, VI–19, VII–1, VII–13, VII–3, VII–6
Research, I–7, I–8, II–4, IV–24, IV–30, IV–31, IV–33, VI–18, VI–19, A–3, VII–8, VII–13, VII–3, VII–5
Reserve, VI–7, VII–6
Resource Conservation and Recovery Act, IV–17, A–3
Resources, III–3, IV–4, IV–17, IV–23, V–7, VI–21, VI–24, VII–15
Responsibility, I–2, III–5, IV–2, IV–4, IV–22, VI–9, VI–23, VII–1, VII–5, VII–7, VII–3
Responsible, I–1, I–2, I–6, I–9, II–2, IV–2, IV–3, IV–4, V–4, V–6, VI–8, VI–9, VI–10, VI–11, VI–15, VI–16, VI–21, VI–23, VII–4, VII–7, VII–15
Restraint of Trade, VI–5, VII–10
Restrictive, IV–3, IV–27, VI–3, VI–4, VI–16, VI–18
Retainer, VI–3, VII–10
Revenue Contract, I–9, II–7, II–8, VII–1
Revenue Vehicle, II–2
Reverse Auction, III–6, VII–2
Review, I–11, I–12, I–14, II–11, III–5, IV–3, IV–16, IV–18, IV–21, IV–22, V–6, V–9, VI–2, VI–12, VI–16, VI–17, VI–20, VII–2, VII–3, VII–4, VII–5, VII–6, VII–7, VII–9, VII–6, VII–12, VII–13, VII–6
Role, I–1, I–5, I–6, I–10, I–11, II–8, VI–10, VII–1, VII–3, VII–4, VII–5, VII–6, VII–7, VII–8
Rolling Stock, I–12, IV–9, IV–13, IV–18, IV–20, IV–21, V–8, A–5, VII–6, VII–9, VII–2, VII–3, VII–4, VII–5, VII–6
Safe, Accountable, Flexible, Efficient Transportation Equity Act
A Legacy for Users, I–1, IV–6, VI–18, *See also*, SAFETEA-LU
SAFETEA-LU, I–1, I–2, II–5, IV–4, IV–6, IV–19, IV–25, IV–26, VI–18, VI–20, VI–23, A–1, *See also*, Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users
Safety, I–10, IV–8, IV–13, IV–14, IV–22, IV–24, IV–27, IV–28, IV–29, A–2, A–3, A–5, A–6, VII–7, VII–2, VII–5, VII–6
Schedule, I–6, I–9, IV–2, IV–7, V–1, V–2, V–3, V–4, V–6, VI–24, A–2, VII–3, VII–9
School, I–7, IV–23, V–3, A–5, VII–6, VII–2, VII–5
Scope, II–5, IV–1, IV–9, IV–23, V–7, V–8, VI–7, VI–17, VII–5, VII–4
Sealed Bids, VI–8, VI–11, VI–15, VI–16, VII–11
Seat Belt, IV–8, A–7, VII–3
Security, I–10, IV–8, IV–11, IV–12, VI–19, A–3, A–4, A–5, VII–3, VII–4, VII–13
Seismic, IV–27, IV–28, A–3, A–5, VII–7, VII–2, VII–5
Selection, II–9, III–1, III–4, IV–4, IV–21, IV–23, IV–24, VI–4, VI–8, VI–9, VI–10, VI–13, VI–15, VI–16, VI–25, VII–1, A–3, VII–2, VII–6, VII–12, VII–7
Self-Certification, I–11, I–12, III–1, III–2, VII–2
Sensitive Security Information, IV–8, A–3, A–4, A–5, VII–3
Service, I–2, I–1, I–10, III–2, IV–1, IV–3, IV–16, IV–20, IV–21, IV–22, IV–30, A–5, VII–5, VII–6, VII–5, *See also*, Services
Service Life, IV–3, IV–20, VII–6
Services, I–2, I–5, I–6, I–7, I–9, I–10, II–2, II–5, II–8, II–9, II–10, III–2, III–3, III–4, III–6, III–7, IV–1, IV–2, IV–3, IV–5, IV–

6, IV–8, IV–9, IV–11, IV–13, IV–14, IV–15, IV–16, IV–17, IV–18, IV–19, IV–20, IV–21, IV–22, IV–23, IV–24, IV–25, IV–26, IV–30, IV–31, IV–32, IV–33, V–1, V–2, V–3, V–4, V–5, V–6, V–7, V–9, VI–1, VI–2, VI–3, VI–4, VI–7, VI–8, VI–9, VI–10, VI–12, VI–13, VI–14, VI–15, VI–16, VI–17, VI–18, VI–19, VI–20, VI–21, VI–22, VII–8, A–2, A–4, A–6, A–7, VII–4, VII–5, VII–6, VII–7, VII–8, VII–10, VII–12, VII–2, VII–4, VII–5, VII–7, *See also*, Service
Settlement, I–6, VII–6, VII–7, VII–8, VII–9
Sex, IV–5, IV–6, IV–14, IV–23, A–1, A–4, VII–3
Shared Use, V–1, VII–9
Single Audit Act, III–7, IV–32, A–2, VII–8
Single Bid, VI–10, VI–17, VII–13
Single Proposal, VI–17, VII–13
Size, III–5, IV–2, IV–7, VI–4, VI–8, VII–3
Small and Minority Firm, IV–2, IV–7, VII–3
Small Procurement, IV–1, IV–2, VII–3
Small Purchase, III–4, IV–3, VI–8, VI–16, VI–21, VII–11
Socio-Economic, IV–6, IV–13, VII–3, VII–5
Sole Source, III–4, IV–9, V–5, VI–1, VI–2, VI–16, VI–17, VI–18, VI–20, VI–21, VI–25, VII–9, VII–13
Solicitation, I–3, I–6, II–9, III–6, IV–7, IV–12, IV–28, V–1, V–2, V–6, V–7, VI–1, VI–2, VI–3, VI–5, VI–7, VI–9, VI–11, VI–17, VI–18, VI–22, VI–23, VI–24, VII–10
Source, I–14, III–4, IV–9, V–3, V–5, VI–1, VI–2, VI–10, VI–16, VI–17, VI–18, VI–20, VI–21, VI–25, VII–1, VII–9, VII–13
Spare Ratio, IV–1, IV–20, VII–6
Special Studies, IV–30, IV–31, VII–8
Specification, VI–3, VI–9, VI–10
Stafford Act, VI–4, A–3
Standard, I–7, I–13, II–4, III–6, IV–13, IV–24, IV–26, V–8, VII–2, VII–9, VII–6
Standards of Conduct, III–1, VII–2
State, I–1, I–4, I–6, I–7, I–9, I–10, I–11, II–2, II–3, II–10, II–11, III–1, III–3, III–4, III–5, III–6, IV–2, IV–3, IV–5, IV–10, IV–16, IV–18, IV–21, IV–23, IV–25, IV–26, IV–27, IV–30, IV–33, V–1, V–2, V–3, V–4, V–6, V–7, VI–1, VI–4, VI–6, VI–7, VI–8, VI–10, VI–11, VI–12, VI–13, VI–14, VI–15, VII–4, A–3, A–4, A–7, VII–1, VII–3, VII–6, VII–7, VII–9, VII–10, VII–12
Structure, II–6, IV–10, VI–15
Subagreement, IV–4
Subcontract, II–4, IV–8, IV–9, VI–14
Subrecipient, I–8, I–9, II–1, II–2, II–3, II–6, II–7, II–10, IV–7, IV–15, IV–16, IV–30, IV–31, V–3, VII–1
Sureties, IV–27, VII–7
Surplus, IV–7, V–2, A–1, VII–9
Surveying, IV–24, VI–12, VI–14, VI–15
Suspension, IV–4, IV–5, IV–13, VI–23, A–4, A–7, VII–3, VII–4, VII–15, VII–1, VII–4
Suspension of Work, IV–13, VII–4
System, I–5, I–11, I–12, I–13, II–7, III–1, III–3, III–5, III–6, IV–1, IV–5, IV–19, VII–2, VII–3, VII–7
Taxes, VI–24, VII–15
TEA-21, II–5, A–1, *See also*, Transportation Equity Act for the 21st Century
Team, I–8, II–2, VI–15, VI–18, VII–3, VII–13
Technical Assistance, I–11, I–12, I–13
Technical Capacity, I–11, III–1, V–1, VI–23, VII–1, VII–15
Technical Qualification, VI–2, VI–12, VI–16, VII–12
Technology, I–5, III–5, IV–16, V–3, A–1, A–2, A–6, VII–2, VII–9
Term, I–3, I–7, I–8, I–10, II–2, IV–3, IV–9, V–1, V–2, V–3, VI–23
Terminate, II–11, *See also*, Termination
Termination, IV–13, VII–4, *See also*, Terminate
Texting, IV–8

Third Party Contract, I–1, I–2, I–9, I–10, I–11, I–12, I–13, I–14, II–1, II–2, II–3, II–4, II–5, II–6, II–8, II–9, III–1, III–3, III–4, III–5, III–7, IV–1, IV–2, IV–3, IV–4, IV–5, IV–6, IV–7, IV–8, IV–9, IV–11, IV–13, IV–15, IV–16, IV–17, IV–18, IV–19, IV–20, IV–21, IV–22, IV–23, IV–26, IV–27, IV–28, IV–29, IV–30, IV–31, IV–32, IV–33, IV–34, V–1, V–5, V–7, V–8, VI–1, VI–3, VI–14, VI–23, VII–1, VII–2, VII–3, VII–4, VII–5, VII–7, VII–8, VII–1, VII–2, VII–3, VII–4, VII–5, VII–6, VII–7, VII–8, VII–9, VII–10, VII–11, VII–12, VII–13, VII–14, VII–1, VII–2, VII–3, VII–4, VII–5
Tier, I–13, II–4, III–5, IV–4, IV–5, IV–8, IV–15, IV–17, IV–28
Time, I–5, III–6, III–7, IV–1, IV–2, IV–3, IV–9, IV–13, V–5, V–7, V–8, VI–3, VI–6, VI–9, VI–24, VII–9, VII–4, VII–10, VII–11
Time and Materials, VI–6, VII–10
Time Extension, IV–9, VII–4
Timeliness, VI–24, VII–15
Title IX, IV–6, A–1, *See also*, Title IX of the Education Amendments of 1972
Title IX of the Education Amendments of 1972, A–1, *See also*, Title IX
Title VI, IV–5, IV–14, IV–15, A–3, A–4, A–8, VII–5, VII–1, VII–4, *See also*, Title VI of the Civil Rights Act
Title VI of the Civil Rights Act, IV–14, IV–15, A–3, A–4, VII–5, *See also*, Title VI
Title VII, IV–5, A–3, *See also*, Title VII of the Civil Rights Act
Title VII of the Civil Rights Act, IV–5, A–3, *See also*, Title VII
Training, I–13, II–5
Transit Employee Protective Arrangements, VII–2, VII–5
Transit Vehicle Manufacturer, IV–20, VII–6, *See also*, TVM
Transportation Equity Act for the 21st Century, II–5, A–1, *See also*, TEA-21
Travel, IV–19, VII–5, VII–4
TVM, IV–20, VII–6, *See also*, Transit Vehicle Manufacturer
Two-Step Procurement Procedure, VI–12, VI–13, VII–12
Type, II–3, II–5, II–7, III–4, IV–1, IV–23, IV–25, IV–30, VI–3, VI–6, VI–7, VI–8, VI–10, VI–13, VI–25, VII–1, VII–2, VII–7, VII–10, VII–11, VII–4, VII–5
Unequal, VI–5, VII–10
Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, I–4, II–10, A–4, *See also*, Common Grant Rule for Non-Governmental Recipients
Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, I–4, II–10, A–4, *See also*, Common Grant Rule for Governmental Recipients
Uniform Relocation Assistance and Real Property Acquisition Policies Act, II–6, A–3
Unique, I–10, VI–2, VI–17, VII–13
Unsolicited Proposal, I–10, VI–1, VII–10
Urgency, VI–18, VII–13
Usability, IV–16, VII–5
Value, I–3, I–10, III–1, III–6, IV–3, IV–28, IV–33, V–8, VI–11, VI–15, VII–2, VII–5, VII–7, VII–2, VII–7, VII–11
Value Engineering, I–10, IV–28, VII–7
Violation, III–1, IV–13, IV–14, IV–16, VII–7, VII–4
Wage, IV–13, IV–14, IV–24, IV–28, VI–7, A–1, A–2, VII–5, VII–7
Wage and Hour, IV–13, IV–14, IV–28, A–1, A–2, VII–5
Waiver, I–1, I–3, IV–29, V–2, V–4, *See also*, Exception
Water, IV–17, A–2, VII–5, VII–1, VII–4
Waterfowl, IV–17, A–3, A–5, VII–5

Web site, I–2, I–12, I–14, II–5, III–6, III–7, IV–5, IV–17, IV–34, V–4, V–8, VI–20, VI–22
Wheelchair, II–5
Wheelchair Lift, II–5
Wildlife, IV–17, A–3, A–5, VII–5

CONTRACT AND MANAGEMENT ADMINISTRATION

I. PURPOSE

To define the procurement and professional services division and the Buyer and Contracting Officers roles, responsibilities and authorities in the management and administration of contracts.

II. POLICY

The Contracting Officer/Buyer is responsible for the legal, technical and administrative sufficiency of Metra contracts and shall seek legal, technical and other advice within Metra in fulfilling these responsibilities.

Contract Administration is the process of enforcing the terms of a contract through such actions as evaluating performance and progress, monitoring contract deliveries, inspections, approval of payments and closeout.

The Contracting Officer/Buyer shall maintain records detailing the history of each procurement. These records shall be placed in the master file and include:

- The rationale for the method of procurement;
- Selection of contract type;
- Reasons for contract selection or rejection;
- The basis for the contract price:

Where appropriate, the procurement file should contain:

- Purchase request, acquisition planning information, and other pre-solicitation documents
- Evidence of availability of funds
- Rationale for the method of procurement (negotiations, formal advertising)
- List of sources solicited
- Independent cost estimate
- Description of work/scope of services
- Copies of published notices of proposed contract action
- Copy of the solicitation, all addenda, and all amendments
- Liquidated damages determination
- An abstract of each offer or quote
- Contractor's contingent fee representation and other certifications and representations
- Source selection documentation if applicable
- Contracting Officer/Buyer's determination of contractor responsiveness and responsibility

- Cost of pricing data
- Determination that price is fair and reasonable including an analysis of the cost and price data, required internal approvals for award
- Purchase requisition indicating availability of funds
- Notice of award
- Notice to unsuccessful bidders or offerors and record of any debriefing
- Record of any protest
- Bid, Performance, Payment, or other bond documents, and notices to sureties
- Required insurance documents, and
- Notice to proceed
- Purchasing Department Routing Sheet
- Executed contract and notice to award
- Post award correspondence
- Approvals or disapprovals of waivers and deviations
- Modifications and changes in the terms or conditions of the contract, including a rationale for the change, determinations regarding their scope, and cost/price analsis of any price increases or decreases.

In order to ensure a sound and complete agreement, the Contracting Officer/Buyer will ensure the *IFB/RFP Index Section* is accurate, complete, and included in the master contract file.

INFORMAL QUOTATIONS AND AWARD

I. PURPOSE

This procedure provides instructions for the solicitation and award of bids for purchases of materials and services where the estimated cost is less than $10,000.00.

II. POLICY

This procedure is applicable to all purchases under $10,000.00, except as provided for in:

- Direct Purchases, PU-13-RC, or
- Blanket Purchase Orders and Release Notices, PU-09-RC, or
- Procurement Card Purchases, PU-21-RC, or
- Exceptions to Competitive Bidding as stated in Commuter Rail Board Ordinance, 12-03, or the most current document.

Purchases that amount of $10,000.00 or more are described in Formal Quotation and Awards, PU-05-RC.

Whenever possible and practical, Metra will endeavor to secure three or more bids (quotations) in the open market. If less than three bids are obtained, the reason(s) should be documented. However, when using Metra's Procurement Card (see PU-21-RC), Procurement may follow the FTA's 4220.1F requirements for "Micro-Purchases". Micro-purchases are for services or materials valued at $3,000 or less. A single quote may be received, and the only documentation required for micro-purchases is a determination that the price is fair and reasonable and a description of how the determination is made.

When a sole source is specified, a written memorandum explaining that the vendor is the only source for the materials and/or services must be provided. The memorandum must be signed by the Director of the Requisitioning Department or Division, the Senior Director, as appropriate, and the Deputy Executive Director.

Bid quotations as specified herein, may be obtained by telephone, fax, or electronic document. The solicitation documents must also include as an Exhibit the Federal Transit Administration required contract clauses. When specifications cannot be clearly defined or bids cannot efficiently procured by telephone, written bids will be necessary.

For purchase orders that include capital funds, a price/cost analysis and history of procurement must be prepared and maintained on file if a single bid or sole source. Metra's policy and procedures for Informal Quotations is a tighter restriction than what is required to meet the Small Purchases requirements under FTA Circular 4220.1F and it also meets the requirements as set forth for Micro-Purchases under FTA Circular 4220.1F.

INFORMAL QUOTATIONS AND AWARD

Multiple awards under $10,000.00 for the same materials and services in order to avoid the prescribed procedure for formal quotations and awards (PU-05-RC) are prohibited.

Departments should endeavor to accurately forecast their supply needs in order to avoid the need to frequently re-bid a contract.

Purchase orders will be awarded to the lowest, responsive and responsible bidder, if bids are obtained.

III. DEFINITIONS

Blue Folder: See Glossary

Requisition: See Glossary

Sole Source: See Glossary

IV. RESPONSIBILITIES

Requisitioner/User
Submits requisition(s) and provides adequate specifications for items desired in accordance with Requisitioning of Materials and Services, PU-02-RC. Prepares memorandum justifying sole source requirements, signed by the Director of the Requisitioning Department or Division, the Senior Director or Deputy Executive Director as appropriate, and the Executive Director. Prepares independent cost estimate as required.

Budget Authority
Verifies availability of funds in the appropriate budget account. Reviews signatures and completeness of forms. Department Head, Director, or other designated person signs approval in box #25 on Purchase Requisition form (RC73) after checking budget. Maintains a record of all requisitions and purchases to ensure that budget limitations are not exceeded. Verifies proper Account/Distribution codes. If the requisition is approved, advise the Risk Management Division of the purchase of real property, new equipment, material, construction activities and other insurable items.

Procurement or Professional Services/Contracts Division
Determines the method of obtaining quotations. Solicits quotations and selects the lowest responsive and responsible bidder. Where possible, solicits bids to secure a minimum of three (3) qualified vendors. Receives and records all bids received. If capital funds are involved, the Federal Clauses Exhibit must be included in the solicitation documents, makes the award with approval from General Development Department. For items that are sole source, prepares memorandum justifying sole source requirement to Materials Management Department Head.

INFORMAL QUOTATIONS AND AWARD

Obtains signature of the Department Head, Materials Management and the Deputy Executive Director. Prepares purchase order and distributes copies to Accounts Payable, and if capital funds are involved to General Development. Advises the Risk Management Division of the purchase of real property, new equipment, construction activities, and other insurable items. Maintains contract files to show documentation for all contract phases and activities.

General Development Department
Obtains all necessary approvals from required funding agencies. Reviews and approves purchase order when capital funds are involved. Forwards purchase order to Accounts Payable.

Accounts Payable
If capital funds are involved, encumbers funds, and forwards purchase orders to the Procurement or Professional Services/Contracts Division.

V. INSTRUCTIONS

Responsibility		Action
Requisitioner/User/Budget Authority	1.	In accordance with Requisitioning of Materials & Services, PU-02-RC, submit completed Purchase Requisition form (RC73, see Exhibit I in PU-02-RC, Requisitioning of Materials & Services) to: a) General Development Department, if capital funds are involved, for review and required actions. Then proceed to Step 2: or to b) Procurement Division, or Professional Services/Contracts Division, if capital funds are not involved. Then proceed to Step 3.
General Development Department	2.	Receive and review purchase requisitions. Take required actions and forward to Procurement Division, or Professional Services/Contracts Division, if capital funds are available.
Procurement Division or Professional Services / Contracts Division	3.	Receive Purchase Requisition form (RC73, see Exhibit I in PU-02-RC, Requisitioning of Materials & Services). Review and approve for processing. Input into Purchase Order system.
	4.	Forward approved pink copy of requisition to DBE Administration for their information.

INFORMAL QUOTATIONS AND AWARD

Responsibility		Action
DBE Administration	5.	Review requisition and recommend additional DBE vendors for quotation solicitation. Forward pink copy and additional vendor list to Procurement or Professional Services/Contracts.

Responsibility		Action
Procurement or Professional Services / Contracts Division	6.	Telephone, fax, or electronic bids: Obtain telephone, fax, or electronic bids from three or more vendors. Record the bids on the Bid Tabulation form (RC737, see Exhibit I). If less than three bids are solicited, document the reason on the form. Whenever possible, make sure one of the bidders is a DBE vendor. Designate the DBE vendor on the Bid Tabulation Sheet. Proceed to Step 9.
	7.	Written Bids: If the specifications cannot be clearly defined or bids efficiently procured by telephone, fax, or electronically, mail a written Invitation for Bid form (RC75, see Exhibit II), to prospective bidders.
	8.	Review submitted bids. Record on Bid Tabulation form (RC 737, see Exhibit I), and sign.
	9.	Select the lowest responsive and responsible bidder for the award. Review the bids with the Requisitioner, as necessary.
	10.	Prepare the Purchase Order for approval. Follow the "blue folder" process, as applicable.
	11.	Receive approvals of purchase order from "blue folder" process, if applicable. Issue purchase order to the lowest responsive and responsible bidder. Distribute copies of purchase order as follows: Vendor: Vendor Copy

INFORMAL QUOTATIONS AND AWARD

Responsibility		Action
		Accounts Payable: Accounts Payable Copy

Responsibility		Action
		Procurement or Professional Services/Contracts Division: Procurement Copy Requisitioning Division: Budget Authority Copy and Receiving Copies General Development Department: Capital copy (if capital funds are involved) General Development's copy must be accompanied by Purchase Order Accounting Data Sheet.
Accounts Payable	12.	Receive copy of signed purchase order and encumber funds.

$ $ $ BID TABULATION $ $ $

					Bid Solicitation Date:		IFB No.		Specification No.		Bid Opening Date	
		VENDOR NAME →→→→										
Line	QTY	Item Description	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
Total Amount Bid:												
Promised Delivery Date:												
FOB Point:												
Payment Terms:												
Earnest Money Amount:												
Documents Signed:												
Certifies Material in Compliance with B.A.												
Witnesses:		Verify Debarment: ☐ Y ☐ N						Initials_____		Date_____		

LE/CS\Docs\Bid-Tab.frm

PU-04-RC
EXHIBIT 1
Page 1 of 1

INVITATION FOR BID

PAGE_____ OF_____

Northeast[illegible]is Regional Commuter Railroad Corporation
D/B/A Metra
547 West Jackson Boulevard
Chicago, Illinois 60661-5717

THIS IS NOT AN O[illegible]R

This Invitation to Bid must be enclosed and sealed in the envelope furnished and delivered to Metra's Procurement Division no later than:

_____

when bids will be opened publicly and read aloud.

DATE	I.F.B. NO.
DELIVERY REQUIRED BY	BUYER
F O B	PAYMENT TERMS

SHIP TO:

ITEM NO.	QTY. ORDERED	U/M	METRA STOCK CODE	DESCRIPTION	UNIT PRICE	EXTENSION

PROMISED DEL. DATE	R.F.Q.TOTAL

SPECIAL INSTRUCTIONS

- Quote all prices in U.S. Dollars for each item in ink.
- Multiply quantity times unit price and insert value on extension line. Failure to properly extend and/or total bid will deem your bid non-responsive. Metra is exempt from U.S., State and Local taxes.
- Metra shall have the authority to reject all bids, parts of any bid, or any bid.
- The bid opening time is local prevailing time for Chicago, IL.
- This Invitation for Bid must be properly signed by a company official to be considered responsive.

SIGNATURE/COMPANY REP. DATE

RC 75 (1/91)

PU-04-RC
EXHIBIT II
Page 1 of 1

PROCEDURE

PU-05-RC
REFERENCE NUMBER

FORMAL QUOTATIONS AND AWARD

I. PURPOSE

This procedure provides instructions for the solicitation and award of bids for purchases of materials and services, where the estimated cost is $10,000.00 or more.

II. POLICY

This procedure will be used when the acquisition of materials or services will equal or exceed $10,000.00, unless specifically exempted. See Purchasing Exemptions (Exhibit I).

Acquisitions under $10,000.00 may be made utilizing Informal Quotations and Award PU-04-RC. If less than $500.00, use Direct Purchases, PU-13-RC, or Procurement Card Purchases, PU-21-RC.

For the acquisition of professional services, see the appropriate procedure, PU-06-RC, PU-07-RC or PU-08-RC.

Circular 4220.1F applies to each FTA recipient of Federal assistance when it uses FTA assistance for third party contracts. Metra requires that all third party contracts include provisions adequate to form a sound and complete agreement.

If there is a liquidated damages provision in a proposed contract, any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise. When progress payments are utilized the solicitation documents must indicate that Metra will receive title to property (materials, work in progress, and finished goods). Advance Payments are prohibited to a third party contractor before the contractor has incurred the cost for which the payments would be attributable. However, the FTA does occasionally make exceptions to the prohibitions if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence.

FTA funded third party contracts exceeding $100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor. Termination for cause and termination for convenience provisions must be included in contracts exceeding $10,000. Options may be included in a contract, provided however that Metra shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options.

The bid solicitation process will contain procedures for including Disadvantaged Business Enterprises on bidders' list for the commodity or service being purchased, where appropriate.

FORMAL QUOTATIONS AND AWARD

II. POLICY (Continued)

Whenever possible and practical, Metra will endeavor to secure three or more bids (quotations) in the open market. If less than two bids are obtained, the reasons should be documented. When a specific, brand name or vendor is specified, a written memorandum explaining the reasons for the restriction must be provided. The memorandum must be signed by the manager of the Requisitioning Department, Division, or Office, the Senior Director or Deputy Executive Director, as appropriate, and the Executive Director/CEO.

Purchase orders that include capital funds, a price/cost analysis and history of procurement must be prepared and maintained on file for a single bid or sole source procurement. The solicitation documents must also include as an Exhibit the Federal Transit Administration required contract clauses. Upon receiving a single bid or proposal in response to a solicitation, it should be determined if competition was adequate. This should include a review of the specifications for undue restrictiveness and will include a canvas of potential sources that chose not to submit a bid or proposal. A determination is to be made to either re-solicit or continue with the award based upon the information obtained in the review. The canvas conducted by Materials Management is to be maintained in the contract file.

For purchase orders that include capital funds, a price/cost analysis and history of procurement must be prepared and maintained on file for a single bid or sole source procurement. To determine price reasonableness through the price/cost analysis, if the independent cost estimate is significantly different (20 % or greater) than the price received, an explanation as to the significant difference should accompany the determination whether the price/cost is fair and reasonable. The review should also be done if award is subsequently made to another vendor due to a breach of contract that has occurred within the period where original bid submittals are still good. The Contract and Compliance Analyst will do a review of the bid if a variance of 20 percent or greater exists to determine why the ICE was off and will assist staff in a review of price reasonableness.

A sole source must be the only available vendor that can provide the materials or services. If capital funding is involved, approval of a sole source may be required.

Only bids received by the announced due date and time will be considered.

Solicitation for bids among vendors will be made by media advertisements, (Invitation for Bids/Requests for Proposals). See Exhibit II in PU-04-RC, for Informal Quotations and Awards), and Metra's corporate website.

Purchase orders will be awarded to the lowest responsive and responsible bidder.

FORMAL QUOTATIONS AND AWARD

III. DEFINITIONS

Blue Folder: See Glossary

Requisition: See Glossary

Sole Source: See Glossary

IV. RESPONSIBILITIES

Requisitioner/User
Submits requisition(s) and provides adequate specifications for items desired in accordance with Requisitioning of Materials and Services, PU-02-RC. Prepares memorandum justifying sole source requirements, signed by the Director of the Requisitioning Department, Division, or Office, the Senior Director or Deputy Executive Director as appropriate, and the Executive Director/CEO. Assists Procurement Division or Professional Services/Contracts Division in providing specifications and clarifying specifications, as required. Reviews bidders to verify their ability to meet technical specifications. Prepares independent cost estimate as required to establish a base cost that is to incorporate and document an analysis as partial elements to rationalize the amount of the contract; foreseeable requirements, past and current usage, and possible procurement methods that are relevant for the award of a Contract.

Budget Authority
Verifies availability of funds in the appropriate budget account. Review signatures and completeness of forms. Department Head, Director, or other similarly designated person signs approval in box #25 on requisition after checking budget. Maintains a record of all requisitions and purchases to ensure that budget limitations are not exceeded. Verifies proper account/distribution codes.

Procurement Division or Professional Services/Contracts Division

Determines the method of obtaining quotations. Solicits quotations and selects the lowest responsive and responsible bidder. Where possible, solicits bids to secure a minimum of three qualified vendors. Receives, opens and reads aloud and records all bids received. If capital funds are involved, makes the award with concurrence from General Development Department. For items that are sole source, prepares memorandum justifying sole source requirement to Senior Director, Materials Management. Ensures memorandum is signed by the Senior Director, Materials Management, Deputy Executive Director, and the Executive Director/CEO. Prepares purchase order/contract and obtains signatures. Distributes purchase order/contract copies. Advises the Risk Management Division of the purchase of real property, new equipment, construction activities, and other insurable items. Maintain all substantive

records and correspondence with respect to each IFB. Such records include, but are not limited to, the documentation relating to the rationale for the method of procurement, the selection of contract type, the basis for the contract price, and the required Buy America Certification (for rolling stock, this includes pre and post award audits). All such information shall be maintained by the Procurement Division of Professional Services/Contracts Division in the respective procurement file (other than large maps, drawing and plans which are to be

IV. RESPONSIBILITIES (Continued)

kept in respective department file).

General Development Department
Obtains all necessary approvals from required funding agencies. Reviews and approves purchase order when capital funds are involved. On a weekly basis, notifies the Procurement Division or Professional Services/Contracts Division of purchase orders that are held pending the approval of the funding agency. Forwards purchase order to Accounts Payable.

Accounts Payable
If capital funds are involved, encumbers funds and forwards purchase orders to the Procurement Division or Professional Services/Contracts Division.

V. INSTRUCTIONS

Responsibility		Action
Requisitioner/User/Budget Authority	1.	In accordance with Requisitioning of Materials & Services, PU-02-RC, submit completed Purchase Requisition (RC73, see Exhibit I in PU-02-RC, Requisitioning of Materials and Services) to: a) General Development Department for review and required actions, if capital funds are involved. Then proceed to Step 2; or b) Procurement Division, or Professional Services/Contracts Division, if capital funds are not involved. Then proceed to Step 3.
General Development Department	2.	Receive and review purchase requisitions. Take required actions and forward to Procurement Division, or Professional Services/Contracts Division, if capital funds are involved. (See Exhibit I in PU-02-RC, Requisitioning of Materials and

Services).

Responsibility		Action
Procurement Division or Professional Services/ Contracts Division	3.	Receive Purchase Requisition form (RC73, see Exhibit I in PU-02-RC, Requisitioning of Materials and Services). Review and approve for processing, if correctly filled out. If not completed correctly, return to appropriate department for corrections. If approved, input into Purchase Order system. Complete applicable sections of Checklist – IFB's, if any.
	4.	Forward approved pink copy of requisition to DBE Administration for their information.
	5.	Assign a Buyer/Contracting Agent the responsibility of processing the requisition.
Office of Business Diversity and Civil Rights ("OBDCR")	6.	Review requisition and recommend additional DBE vendors for quotation solicitation. Notify Buyer/ Contracting Agent of any additional DBE Vendors.
Procurement Division or Professional Services/ Contracts Division	7.	Solicit Invitation for Bids/Request for Proposals (RC75, see Exhibit II in PU-04-RC, Informal Quotations and Awards). Complete applicable sections of Checklist - IFB's, if any.
Procurement Division or Professional Services/ Contracts Division	8.	At the time and day of the announced bid opening, open bids publicly, read aloud, and record on Bid/Proposal Tabulation form (RC737, see Exhibit I, PU-04-RC, Informal Quotations and Award).
	9.	When necessary, submit bidder's technical information to Requisitioner for review in regard to conformance to technical specifications. Use Technical Evaluation form (See Exhibit II).

FORMAL QUOTATIONS AND AWARD

Responsibility	Action
	10. Review bid/proposal to evaluate for compliance to bid/proposal documents' requirements. Complete applicable sections of Checklist - IFB's, if any.
Requisitioner/User	11. Review technical data and complete the Technical Evaluation Form for the lowest bidder that is responsive to the technical specifications. Include a brief explanation detailing how non-responsive bidders failed to comply with the technical specifications. Forward form to Procurement or Professional Services/Contract Division.
Procurement Division or Professional Services/ Contracts Division	12. Prepare the purchase order or contract for approval. Follow the "blue folder" process, as applicable. Conduct a price or cost analysis.
	13. Receive approvals of purchase order from "blue folder" process, if applicable. Issue purchase order to the lowest responsive and responsible bidder. History of procurement must be prepared and maintained on file. Complete applicable sections of Checklist - IFB's, if any. Distribute copies of purchase order as follows: Vendor/Contractor/Professional Services firm Vendor Copy Accounts Payable: Accounts Payable Copy Procurement Division or Professional Services/Contracts Division: Procurement Copy Requisitioning Division: Budget Authority Copy and Receiving Copies

FORMAL QUOTATIONS AND AWARD

Responsibility		Action
		General Development Department: Capital copy (if capital funds are involved) General Development's copy must be accompanied by Purchase Order Accounting Data Sheet
Accounts Payable	14.	Receive copy of signed purchase order/contract and encumber funds if capital funded.

PURCHASE EXEMPTIONS

Established Procedures and Rules Governing Purchasing Practices Provided the Following Regulations Regarding Exemptions

The following purchases are specifically exempt from Formal Quotations and Award, PU-05-RC, if capital funds are not involved.

Real estate.

Repair parts, accessories, equipment or services previously furnished or contracted for - to speed repair of equipment, insure continuity of service, and correct problems with minimal cost.

Good/services procurable from only one source.

The immediate delivery of supplies, materials, equipment, or the performance of services in an emergency with the concurrence of the Executive Director.

Maintenance/service contracts with manufacturers or authorized service agents. However the exception will not apply to: plumbing, heating, piping, refrigeration, automatic temperature control systems, air conditioning systems, and electric wiring.

Materials/services procured from another governmental agency.

Data processing equipment and software.

Professional services - includes, but is not limited to, architects, engineers, planners, and consultants where the quality and reliability of the services are dependent, in substantial part, upon the individual skills, training, experience, or ability of the person rendering the services. See Professional Services Contracts. PU-06-RC.

Utility services.

Purchase of service agreements, contracts, purchases, or sales between Metra and any transportation agency or unit of local government.

If capital funds are involved in the purchase of any item over $10,000.00, only the following items are exempt from Formal Quotations and Award, PU-05-RC.

1.) Real estate;

2.) Utility services, or

3.) Professional services – this includes, but is not limited to, architects, engineers, planners, and consultants offering specialized skills in specified functional areas, such as management, finance, personnel, data processing, real estate appraisal, etc. See Professional Services Contracts, PU-06-RC, PU-07-RC, and PU-08-RC.

TECHNICAL EVALUATION FORM

To: Date:

From: Dept. Head
Materials Management

Subject: Metra Request for Quotation No(s) Bid Opening Date:

Buyer:

Please advise your technical evaluation by _____

Vendor Name: _____ Rank #: _____

_____ is _____ is not technically responsive/responsible.

A. Does not comply with Specification No. _____ Section No(s). _____

Does not comply with Drawing No. _____

Reason(s). _____

_____

_____

_____

_____

_____

_____

_____

B. Other reasons for rejection:

_____

_____

_____

_____

_____

_____

_____

Vendor Name: _____ Rank #: _____
is technically responsive/responsible.

Contact Person: _____ Phone No. _____
(Using Department)

Approved: _____ Date: _____
Department Head/Director

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

I. PURPOSE

This procedure sets forth policies and instructions for the acquisition, administration, and termination of professional service contracts and blanket professional service contracts (hereafter, collectively referred to as "Professional Service Contract(s)" unless otherwise stated) by Metra, which are funded by federal, state, or local grants and which do not involve Architectural and Engineering services (NOTE: See PU-07-RC for Professional Service Contracts that are not funded by capital funds, and PU-08-RC for Architectural and Engineering Service Contracts).

II. POLICY:

GENERAL:

Professional Service Contracts are exempt from competitive bidding pursuant to MET Ordinance 12-03 or NIRC Ordinance 12-01, but must follow grant requirements for the applicable competitive negotiations process. Professional Service Contracts using capital funds must be publicly advertised and competitively negotiated procurements in accordance with FTA guidelines. Proposals will be solicited in a newspaper with general circulation, and specific firms from lists of eligible vendors will be solicited, in order to reach an adequate number of professional firms. The solicitation and contract documents should follow FTA Circular 4220.1F and the Procurement Regulations. Circular 4220.1F applies to each FTA recipient of Federal assistance when it uses FTA assistance for third party contracts. The solicitation documents must also include as an Exhibit the Federal Transit Administration required contract clauses. Metra requires that all third party contracts include provisions adequate to form a sound and complete agreement.

If there is a liquidated damages provision in a proposed contract, any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise. When progress payments are utilized the solicitation documents must indicate that Metra will receive title to property (materials, work in progress, and finished goods). Advance Payments are prohibited to a third party contractor before the contractor has incurred the cost for which the payments would be attributable. However, the FTA does occasionally make exceptions to the prohibitions if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence.

FTA funded third party contracts exceeding $100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor. Termination for cause and termination for convenience provisions must be included in contracts exceeding $10,000. Options may be included in a contract, provided however that Metra shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Proposals will be evaluated, negotiated, selected and any award shall be made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions and negotiations may then be carried out with Offerors within the competitive range. The Offeror selected will be the Offeror whose proposal is found to be most advantageous to Metra, based upon consideration of the Evaluation Criteria.

Metra personnel will maintain ethical standards in their professional activities. Metra personnel must avoid personal and organizational conflict-of-interest situations and avoid the appearance of such situations. Metra personnel are required to be familiar with Metra's ethics policies and all circumstances and persons covered by any type of conflict-of-interest situation.

Any proprietary information, methodology, or application that is contained in a proposal shall remain strictly confidential, will be screened for distribution only to those Metra personnel who require it for work directly connected with the project, and will not be distributed to persons not relevant to the project and not within reporting hierarchies at Metra which are relevant to the project. The confidentiality extends to the cost/profit figures contained in the proposals and the process of negotiations.

NARRATIVE DESCRIPTION OF PROCESS:

The process for a particular award of a Professional Service Contract will be described in the respective Request for Proposals ("RFP") prepared by the Requisitioner/User. Services which are A & E services according to the Brooks Act, even though performed by a non-A & E firm, shall be considered A & E services. (See PU-08-RC).

Each RFP will be submitted by the Requisitioner/User to the Professional Services/ Contracts Division, together with a list of the specific Evaluation Criteria for the subject project, a statement of work that clearly, accurately and unambiguously describes the technical requirements for the service(s) to be procured, an independent Cost Estimate prepared by the Requisitioner/User to establish a base cost for budgetary purposes, and all other cost and non-cost related considerations the Requisitioner/User deems relevant for the award of a Professional Service Contract. The initial RFP prepared by the Requisitioner/User will be reviewed by the Professional Services/Contracts Division who, after such review and in concert with the Requisitioner/User, will prepare the formal RFP. The formal RFP will be used by the Professional Services/Contracts Division for the solicitation of proposals from Offerors.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Proposals with respect to a given RFP will be solicited through the use of advertisement in a newspaper of general circulation, e-mail notification to Offerors selected from Metra's vendor database, and posting on Metra's web site. The Professional Services/Contracts Division, with the assistance of the Requisitioner/User, may coordinate the scheduling of a pre-proposal conference to clarify requirements and answer questions from potential Offerors. Attendance at such pre-proposal conference however, by potential Offeror(s) is not mandatory and absence at such a conference will not be used to treat an Offeror as non-responsive.

The evaluation of the proposals received with respect to a given RFP will be performed by the respective Evaluation Committee. Proposals with respect to an RFP will be first received by the Professional Services/Contracts Division and first opened, in the presence of a witness, on the respective proposal due date. The Professional Services/ Contracts Division will perform an initial review and complete a Responsibility Determination Form with respect to each proposal. Any potential Offeror which does not demonstrate that they are a responsive Offeror necessary to assure achievement of the RFP objectives may be eliminated from further consideration. Proposals accepted by the Professional Services/ Contracts Division for consideration will be forwarded to the Evaluation Committee for review.

Each proposal accepted for consideration will be evaluated by the Evaluation Committee, first individually by each member then collectively as a group, based on the Evaluation Criteria provided in the subject RFP. The Evaluation Committee shall make a preliminary evaluation of the submitted proposals to identify, normally, no less than the three highest ranked Offerors based on the subject Evaluation Criteria with which the Professional Services/ Contracts Division shall arrange to engage in further discussions.

The Professional Services/ Contracts Division, with the assistance of the Requisitioner/User, shall coordinate further discussions with the identified highest ranking Offerors, including the scheduling of a pre-award interview to clarify any final matters. Cost details from such highest ranking Offerors may be obtained on a RC4400 and/or other approved cost sheet. The Professional Services/ Contracts Division shall also obtain such other information from the highest ranking Offerors as necessary to enable an understanding of the basis of the final cost and/or as otherwise requested by the Evaluation Committee. The profit will be negotiated separately from the cost. The Professional Services/ Contracts Division shall complete the Price Analysis Documentation and forward such documentation, together with all other information received with respect to the subject Offerors to the Evaluation Committee.

Upon obtaining the foregoing information, the Evaluation Committee shall re-evaluate the identified highest ranking Offerors, first individually by each member then collectively as a group, to determine the Offeror whose proposal will be most advantageous to Metra based

on the Evaluation Criteria. The Professional Services/Contracts Division shall continue to negotiate with such selected Offeror to determine the compensation that is fair and reasonable, taking into account the scope, complexity, and professional nature of the services. The Professional Services/Contracts Division will also perform a Cost Analysis of the fee of the Offeror's proposal before entering into a Professional Service Contract in order to measure the cost reasonableness of the subject proposal.

Contracts with respect to a given RFP will be generally awarded on a maximum compensation basis, and will reflect a specified maximum amount, payment schedule, and method of payment. Advance payments prior to the incurrence of costs by the Offeror are prohibited. If no contract can be concluded with the highest ranking Offeror, negotiations will be formally terminated with that Offeror and new negotiations will be undertaken with the second highest ranking Offeror (and so on). Upon completion of the foregoing negotiations, the Professional Services/Contracts Division shall prepare, and have internally approved, a Professional Service Contract to be executed by the selected Offeror. No Professional Service Contract shall exceed five (5) years including options, if any. No portion of the work to be performed by Consultant pursuant to a Professional Service Contract may be assigned to a subcontractor unless explicitly approved in advance by the Requisitioner/User. When a subcontractor is permitted to be utilized by the selected Consultant by the Requisitioner/User, and as a condition of such permission, the Consultant/subcontractor must submit: (a) the required cost details to the Professional Services/ Contracts Division using the RC4400 form; and (b) all such other information necessary to enable an understanding of the basis of the subcontract relationship and/or as otherwise requested by the Professional Services/Contracts Division.

The Professional Services/Contracts Division will maintain all substantive records and correspondence with respect to each RFP. Such records include, but are not limited to, the documentation relating to the rationale for the method of procurement, the selection of contract type, compensation method, the basis of Offeror selection/ rejection based on the Evaluation Criteria, Evaluation Committee rankings (individual and group) with respect to each Offeror (explaining any wide variances in scores) and the basis for the contract price. All such information shall be maintained by the Professional Services/Contracts Division in the respective procurement file (other than large maps, drawing and plans which are to be kept in respective department file).

Once a Professional Service Contract has been executed, the Requisitioner/User and the Professional Services/Contracts Division will continuously monitor Consultant's compliance with the provisions of the Professional Service Contract. In the event of non-compliance by a Consultant, the Professional Services/Contracts Division will contact said Consultant and attempt to achieve rectification of the compliance deficiencies. If said Consultant is unresponsive, or such deficiencies are not remedied, the Professional Services/ Contracts Division will take remedial actions with respect to the subject Professional Service

Contract, including without limitation termination of the Professional Service Contract, as necessary. The Professional Services/Contracts Division, in consultation with the Requisitioner/User department, will follow FTA guidelines where appropriate and Metra Administrative Operating Procedures regarding the appropriate actions associated with protest and disputes. (See PU-11-RC).

When the contract duration exceeds one year and provisional overhead rates have been used, the Professional Services/Contracts Division will annually request the audited rates from firms that have performed work in the prior year to establish fixed rates for the prior year's work. Metra will review the audited rates received to determine whether they are accepted or not. The accepted audited rates will then become the provisional rates for the current year. Any contract adjustments requiring a Change Order Request or Billing will be initiated by the Professional Services/Contracts Division. If rates are not accepted, the Materials Management Department will seek the appropriate information from the respective firm(s) to determine an acceptable audited rate. Overhead billed for the final contract year will be based on the audited rate selected by Metra, who shall have the option to use, at its sole and absolute discretion, an audited rate used under any prior contract year or an average of one or more prior audited rates, as Metra deems appropriate under the circumstances.

Upon completion of a project, the Requisitioner/User shall complete a Contract Completion Form and forward the completed form to the Professional Services/Contracts Division to be filed in the respective procurement file.

III. DEFINITIONS/ FORMS

Architectural & Engineering (A & E) Services: See Glossary.

Blue Folder: See Glossary.

Board Concurrence: See Exhibit I hereto.

Brooks Method: See Glossary.

Canvass: See Glossary.

Capital Funds/Capital Funding: See Glossary.

Checklist - RFP's: See Exhibit II hereto.

Clarification: See Glossary.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Contact Person means the individual(s) with technical expertise and/or experience in the subject matter of the RFP, selected and designated by the Requisitioner/User, in cooperation with the Professional Services/Contracts Division, to respond to the technical inquiries of Offerors.

Consultant: See Glossary.

Contract Completion Form: See Exhibit III hereto.

Cost Analysis: See Glossary.

Cost Estimate: See Glossary.

Discussion: See Glossary.

Evaluation Committee means a group of individuals selected and designated by Requisitioner/User, in cooperation with the Professional Services/Contracts Division, for their expertise in the subject matter of the respective solicitation.

Evaluation Criteria means a clear and accurate description prepared by the Requisitioner/User of: (a) all technical requirements of the subject professional services to be acquired; (b) all required or requested experience and expertise qualifications; (c) all key elements (if any) required by Requisitioner/User; (d) all other considerations to be used in making the award of the subject Professional Service Contract; and (e) as necessary or desired by the requesting division/department, a relative weighted value of importance for each of the foregoing criteria to be used by the Evaluation Committee when reviewing Offeror proposals received with respect to the subject project.

Insurance Requirement Request Form: See Exhibit IV hereto.

Negotiation: See Glossary.

Notice to Proceed Letter: See Exhibit V hereto.

Offeror means the subject potential vendor with respect to a given RFP. Once an Offeror has entered into a Professional Service Contract with Metra said Offeror will be deemed a Consultant for purposes of this procedure.

Price Analysis Documentation: See Exhibit VI hereto.

Proposal Tabulation Bid Sheet: See PU-04-RC, Informal Quotations And Award, Exhibit I (Form RC737).

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Purchase Requisition Form: See PU-02-RC, Requisitioning of Materials and Services, Exhibit I (Form RC73).

Qualified Range: See Glossary.

Request for Proposals ("RFP"): See Exhibit VII hereto. The initial draft of the RFP shall be completed by the Requisitioner/User. The Professional Services/Contracts Division shall review the initial draft of the RFP pursuant to the procedures below, and shall draft the formal RFP to be submitted to Offerors for proposal.

Recommendation Memo: See Exhibit VIII hereto.

Requisitioner/User means the individual(s), holding the requisite authority, preparing and submitting an RFP on behalf of the requesting department/division.

Responsibility Determination Form: See Exhibit IX hereto.

Routing Slip: See Exhibit X hereto.

IV. GENERAL RESPONSIBILITIES

Accounts Payable

- Processes invoices and encumbers funds.

Accounts Receivable

- Receive notice from the Professional Services/Contracts Division that, after Materials Management review and approval of an audited rate, the rate results in Metra being owed money.
- Prepare and submit Bill to the consultant for payment.
- Receive and process payment from consultant as appropriate.
- Notifies General Development that payment from consultant has been received and handled as appropriate.

Office of Business Diversity and Civil Rights (OBDCR)

- Reviews RFPs for compliance with applicable Affirmative Action/Disadvantaged Business Enterprise ("DBE") guidelines.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

- Supplies memorandum to Professional Services/Contract Division advising that a particular Offeror is in compliance with all applicable DBE guidelines and that any necessary DBE certification is on file.
- Reviews final Professional Service Contract for compliance with all applicable DBE guidelines and notifies Professional Services/Contract Division of compliance or non-compliance.

Deputy Executive Director

- Reviews Professional Service Contracts and approves as appropriate.

Executive Director

- Reviews Professional Service Contracts and approves as appropriate.

Evaluation Committee

- Reviews proposals.
- Members of the Evaluation Committee initially independently rank each Offeror based upon Evaluation Criteria.
- Members of the Evaluation Committee then meet to discuss independent rankings of Offerors and, through their discussions, obtain an initial consensus ranking with respect to each Offeror.
- Identifies no less than the three highest ranked Offerors with which Professional Services/ Contracts Division shall engage in further discussions with.
- After pre-award interviews, re-evaluate independent and consensus rankings of Offerors, as necessary.
- Identifies highest ranking Offeror (and order of subsequently ranked Offerors) with which Professional Services/Contracts Division shall attempt to negotiate a final Professional Service Contract.
- Reviews other information, if any, obtained by Professional Services/Contracts Division from selected highest-ranked Offeror.
- Forwards all substantive records and correspondence with respect to each RFP, including the information identified in Section II above, to Professional Services/Contracts Division for filing in respective procurement file.

General Development Department

- Where capital funds (other than Section 8 funding) are involved, provides detailed guidance on Professional Service Contract requirements, reviews Professional Service

Contracts for compliance with said requirements, and obtains funding concurrence as required.

- Receive notice from the Using Department, after Materials Management reviewed and approved of an audited overhead rate, that Metra owes money to a consultant whose contract is FTA funded. Receive, from the Using Department, a Change Order Request for the payment due to the consultant.
- Receive notice from Materials Management that the audited overhead rate results in Metra being owed money,
- Receive notice from Accounts Receivable that a Bill has been issued to the consultant for an amount due.
- Accounts Receivable notifies General Development that payment has been received and handled as appropriate.

Law Department

- Reviews Professional Service Contracts for legal compliance and provides clearance as appropriate.

Professional Services/Contracts Division

- Approves the Evaluation Criteria prepared by Requisitioner/User.
- In concert with Requisitioner/User, identifies Evaluation Committee and Contact Person.
- Performs overall staff management, coordination, processing, execution and filing of Professional Service Contract, including coordination of the RFP's components, and issues of solicitation.
- In concert with Requisitioner/User, schedules and hosts the pre-proposal conferences (as necessary), to clarify RFP requirements and answer questions from potential Offerors.
- Reviews the initial RFP and prepares the formal RFP. Assures that there is a statement of work that clearly, accurately and unambiguously describes the technical requirements for the service(s) to be procured.
- Prepares solicitation advertisement and facilitates the placement of such advertisement in a newspaper of general circulation.
- Identifies target Offerors (if any) from Metra's vendor database to receive e-mails regarding solicitation and facilitates such e-mails.
- Receives proposals, performs initial review, and completes a Responsibility Determination Form with respect to each proposal.
- Upon receiving a single proposal in response to a solicitation, it should be determined if competition was adequate. This should include a review of the specifications for undue restrictiveness and will include a canvas of potential sources that chose not to submit a proposal. A determination is to be made to either re-solicit or continue with the award

based upon the information obtained in the review. The canvas conducted by Materials Management is to be maintained in the contract file.

- In concert with Requisitioner/User, schedules and hosts pre-award interviews (as necessary).
- Coordinates correspondence, if any, between Offerors and Contact Person.
- Obtains other information requested by the Evaluation Committee from selected highest-ranked Offeror(s).
- Obtains and/or performs pre-award Cost Analysis of proposals, in consultation with the Requisitioner/User, to determine the reasonableness of the final Offeror's costs.
- Negotiates and coordinates award of final Professional Service Contract to highest ranked Offeror(s) (or subsequently ranked Offeror(s), as applicable).
- Coordinates on-going administrative duties that are not directly related to the monitoring of the work performance, such as correspondence meeting minutes.
- Upon notification from Requisitioner/User, attempts to obtain compliance with Professional Service Contract provisions from non-complying Consultants and/or takes remedial actions with respect to the subject Professional Service Contract (including without limitation cancellation of the Professional Service Contract) as necessary.
- Completes Checklist-RFP's for each RFP.
- Maintain all substantive records and correspondence with respect to each RFP, including the information identified in Section II above, in respective procurement file (other than large maps, drawing and plans which are to be kept in respective department file).
- Annually, typically in January after the prior calendar year, request from Using Department(s) a list of firm(s) that have performed services utilizing provisional rates in the prior year.
- Receive list of firm(s) from the Using Department(s) that have performed services in the prior calendar year and send a letter to those firm(s) requesting their audit rates for the prior year.
- Receive audited rates from the firm(s) and forward the rates to Materials Management.
- Follow-up with firm(s) that have not submitted their audited rates. If they fail to submit the requested audited rates, initiate the Contractual Breach process as provided per the respective contract Terms and Conditions.
- If Materials Management requires additional financial information to verify a firm's audited rates, request such information,
- If the audited rates, after review and approval by Materials Management, results in Metra owing money to a firm, receive from the Using Department a Change Order Request to provide for payment due to the firm. Follow PU-10-RC, (Change Orders) to process the Change Order Request.
- Request firm to submit an invoice for the amount owed them based upon the approved audited rate.

- Receive notice from Materials Management that the audited rate indicates Metra is owed money.
- Notify firm that based upon review of their audited rate, they owe Metra money. If the firm disagrees, review additional financial information they provide and negotiate a final accepted audited rate.
- Notify Accounts Receivable to issue a Bill to the firm.

Material Management Department

- Reviews Professional Service Contracts and approves as appropriate.
- Receive list of firm(s) from Professional Services/Contracts Division that have performed services in the prior calendar year and utilized provisional rates for those services.
- Receive audited overhead rates from the firm(s) identified assuming provisional rates for services rendered the prior year.
- Review rates received from identified firms. Determine whether a respective firm's audited rate is appropriate or not. If appropriate and the rate results in Metra owing money to the firm, notify Professional Services/Contracts Division to request a Change Order from the Using Department, or, if appropriate, and the rate results in Metra is being owed money, notify Professional Services/Contracts Division to request a Bill be issued to the firm by Metra's Accounts Receivable Department.
- If a rate is not appropriate, request Professional Services/Contracts Division to request additional financial information from the firm(s) to verify its rate,

Requisitioner/User

- Establishes project objectives, the tentative scope of work, and the Evaluation Criteria.
- Determines budgetary support limits and tentative project scheduling.
- Prepares initial Purchase Requisition and RFP.
- Prepares is a statement of work that clearly, accurately and unambiguously describes the technical requirements for the service(s) to be procured.
- Prepares an independent Cost Estimate.
- Determines the importance of contract completion or milestone date(s) so that the appropriate actions can be taken if noncompliance of the terms has occurred.
- Submits the RFP to OBDCR for review of compliance with applicable DBE guidelines.
- Submits the RFP reviewed by OBDCR to the General Development Department for review of compliance with applicable funding guidelines. Identifies appropriate funding account(s) and inputs onto the Purchase Requisition.
- Submits the RFP reviewed by the General Development Department to the Professional Services/Contracts Division.
- Submits list of additional prospective proposed Offerors, if any.

- In concert with Professional Services/Contracts Division, identifies Evaluation Committee for review of proposals and Contact Person to answer technical-related questions from prospective Offerors.
- Monitors contract performance by Offeror and notifies Professional Services/Contracts Division upon completion or non-compliance.
- Annually, typically in January after the prior calendar year, receive from Professional Services/Contracts Division a request for a list of firm(s) that have performed services utilizing provisional rates in the prior year.
- Submit list of firm(s) that have performed services in the prior calendar year to Professional Services/Contracts Division.
- If the audited overhead rates, after review and approval by Materials Management, result in Metra owing money to a firm, initiate a Change Order Request to facilitate payment to the firm.

Risk Management

- Determines insurance requirements for Professional Service Contracts when requested by the Using Department/Requisitioner.

Sr. Division Director General Administration

- Reviews Professional Service Contracts and approves as appropriate.

V. INSTRUCTIONS

A. Request for Proposal Preparation

Responsible Party		Action
Requisitioner/User	1.	○ Prepare initial RFP, indicating the project's background and objectives, scope, estimated time schedule, required project documents, the specific Evaluation Criteria for the subject project, is a statement of work that clearly, accurately and unambiguously describes the technical requirements for the service(s) to be procured, and all other cost and non-cost related considerations the Requisitioner/User deems relevant for the award of a Professional Service Contract.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		○ Prepare Cost Estimate to establish a base cost for budgetary purposes and attach to the initial RFP. ○ Prepare Purchase Requisition Form, and attach to the initial RFP. ○ Forward Cost Estimate, Purchase Requisition and initial RFP in accordance with FI-02-RC for approval. ○ Consult with OBDCR on DBE requirements, if any, to be included in initial RFP. ○ Forward initial RFP and attachments to General Development Department for review of grant numbers and grant assignments.
General Development Department	2.	○ Review Purchase Requisition for grant numbers and grant assignments. ○ Forward Purchase Requisition, initial RFP and attachments to the Professional Services/ Contracts Division.
Requisitioner/User (upon rejection of initial RFP from Professional Services/ Contracts Division)	3.	○ Provide all additional information/revise submitted initial RFP as requested by Professional Services/Contract Division. ○ Consult with OBDCR on additional DBE requirements, if any, to be included in revised initial RFP. ○ Forward Purchase Requisition, revised initial RFP and attachments to General Development Department for review of revisions to grant numbers and grant assignments. ○ Complete applicable sections of Checklist - RFP's, if any.
General Development Department (upon rejection of initial RFP from Professional Services/	4.	○ Review Purchase Requisition, revised initial RFP for revisions to grant numbers and grant assignments. ○ Forward Purchase Requisition, revised

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
Contracts Division)		initial RFP and attachments to the Professional Services/Contracts Division.

V. INSTRUCTIONS (Continued)

B. Solicitation of Proposals

Responsible Party		Action
Professional Services/ Contracts Division (review of initial RFP)	1.	○ Receive and review the Purchase Requisition and initial RFP (including all Evaluation Criteria) and all appropriate attachments from General Development Department. ○ Request Cost Estimate from Materials Department and/or the Requsitioner/User if not attached to initial RFP. ○ If submitted initial RFP is approved, consult with Requisitioner/User to select Evaluation Committee and Contact Person and proceed to step (B)(2) below. ○ If submitted initial RFP is not approved for any reason, forward subject initial RFP and all appropriate attachments back to Requisitioner/User with comments for revisions and re-submittal (proceed to back to step (A)(3) above). ○ Complete applicable sections of Checklist - RFP's, if any.
Professional Services/ Contracts Division (preparation of formal RFP/advertisement)	2.	○ Prepare the formal RFP, which should include at least the following in the project description: overview, objectives, scope, estimated time schedule, reporting requirements, required projects documents, DBE requirements (if any), the procurement method, Evaluation Criteria and Contact Person. ○ Forward any modifications to the initial

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		RFP to all interested parties. ○ Prepare solicitation advertisement to be placed in newspaper of general circulation. ○ Identify target Offerors from Metra's vendor database to receive e-mail regarding solicitation. ○ Prepare Insurance Requirement Request Form and request Risk Management to determine insurance requirements based on the scope of the project. ○ Complete applicable sections of Checklist - RFP's, if any.
Risk Management	3.	○ Receive Insurance Requirement Request form from Professional Services/Contracts Division. ○ Determine the applicable insurance requirements, if any, for Offerors. ○ Complete an insurance certificate which documents the requirements of insurance (as applicable), and send to Professional Services/ Contracts Division Documents.
Professional Services/ Contracts Division (prior to advertisement/mailing of solicitations for proposals)	4.	○ Receive determination of insurance requirements from Risk Management. If insurance requirements necessary, identify such requirements in relevant exhibit of formal RFP. If insurance requirements are determined to be unnecessary, then delete this exhibit. ○ Circulate the formal RFP with selected Offeror direct mailing list to the Requisitioner/User, OBDCR, General Development Department, and Risk Management Division for final review. ○ Concurrently with the circulation of the formal RFP, advertise the project in a newspaper of general circulation and send e-mail notices to each Offeror selected from Metra's vendor database.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		○ Complete applicable sections of Checklist - RFP's, if any.
Professional Services/ Contracts Division (after advertisement/mailing of solicitations for proposals)	5.	○ Schedule and host, if necessary, a pre-proposal conference and answer questions from potential Offerors to clarify requirements. ○ Notify Evaluation Committee and appropriate division/department/offices of conference, if any. ○ Have Contact Person and any other appropriate Metra staff available to answer questions on any portion of the formal RFP. ○ Complete applicable sections of Checklist - RFP's, if any.

C. Selection of Consultant

Responsible Party		Action
Professional Services/ Contracts Division	1.	○ Receive proposals, record the names of the Offerors on the Proposal Tabulation Bid Sheet, and indicate respective due date. ○ Open proposals in the presence of a witness on the due date. ○ Review each proposal for general responsiveness, responsibility, completeness, and compliance with instructions. ○ Complete Responsibility Determination Form for each proposal and file completed form in respective procurement file. ○ Forward copies of proposals accepted for consideration to OBDCR (as applicable) for review. ○ Forward copies of proposals accepted for consideration (after approval by OBDCR, as applicable) to Evaluation Committee for review.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		○ Complete applicable sections of Checklist - RFP's, if any.
OBDCR	2.	○ Receive and review copies of accepted proposals from Professional Services/ Contracts Division. ○ Prepare memo for distribution to the Requisitioner/User, members of Evaluation Committee and to Professional Services/Contract Division detailing which Offerors, if any, are not in compliance with DBE requirements.
Evaluation Committee	3.	○ Receive and review copies of the proposals from Professional Services/Contracts Division. ○ Receive and review memo from OBDCR regarding Offeror compliance with DBE requirements (as applicable). ○ Have members of Evaluation Committee initially independently rank proposals from Offerors in compliance with the Evaluation Criteria. ○ Have members of the Evaluation Committee meet to discuss independent rankings of Offerors and, through their discussions, obtain an initial consensus ranking with respect to each Offeror. ○ Identify no less than the three highest ranked Offerors (if possible) and provide Professional Services/Contracts Division with list of such Offerors. ○ Prepare and maintain supporting documents regarding Evaluation Committee's selection of Offerors. ○ Send any and all written correspondence with Offerors through the Professional Services/ Contracts Division. ○ Identify any additional cost or non-cost information with respect to an Offeror(s) to

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		be requested or otherwise obtained by Professional Services/Contracts Division and provide Professional Services/Contracts Division with list of such information.
Professional Services/ Contracts Division	4.	○ Receive and review list of highest ranked Offerors from Evaluation Committee. If less than two Offerors, conduct a canvass and document findings. ○ Receive and review list of additional information with respect to an Offeror(s) requested by Evaluation Committee (as applicable). ○ Obtain all other information with respect to an Offeror(s) requested by Evaluation Committee and forward such information to Evaluation Committee for review (as applicable). ○ Notify selected Offerors of their inclusion on a short list and coordinate possible meeting dates with each such Offeror. ○ Schedule and host, if necessary, a pre-award interview to resolve and clarify any final questions or other matters. ○ As necessary, request cost detail from the highest-ranked Offerors on a RC4400 and/or other approved cost sheet. ○ Complete Price Analysis Documentation for highest ranked Offeror's proposal. ○ Document all correspondence and discussions with Offerors, including substantive details of discussions with Offerors, and maintain all such records. ○ Complete applicable sections of Checklist - RFP's, if any.
Evaluation Committee	5.	○ Receive and review all other information received from Professional Services/Contracts Division regarding

Responsible Party		Action
		Offerors. ○ Have members of Evaluation Committee independently re-evaluate and re-rank proposals from each of the Offerors, as necessary based on new information. ○ Have members of the Evaluation Committee meet to discuss revised independent rankings of each of the Offerors, as necessary, and through their discussions, obtain a revised consensus ranking with respect to each Offeror. ○ Identify highest ranked Offeror and ranking of remaining Offerors (if any) and provide Professional Services/Contracts Division with list of such Offerors. ○ Prepare and maintain supporting documents regarding Evaluation Committee's re-evaluation and re-ranking of Offerors. ○ Compile all records connected with the evaluation and re-evaluation of each proposal, including without limitation all documentation relating to the basis of Evaluation Committee's Offeror selection/ rejection based on the Evaluation Criteria and Evaluation Committee's rankings (individual and group) with respect to each Offeror. ○ Forward all records connected with the evaluation and re-evaluation of each proposal to Professional Services/Contracts Division for inclusion in respective procurement file.
Requisitioner/User and Professional Services/ Contracts Division	6.	○ Receive and review list identifying highest ranked Offeror and ranking of remaining Offerors (if any). ○ Negotiate the offer/Professional Service Contract with the highest ranked Offeror. In the event Professional Services/Contracts

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		Division is unable to reach an agreement with such Offeror, terminate negotiations with such Offeror and enter into negotiations with the next highest ranking Offeror (and so on). ○ Notify the Offerors which were not selected, by letter, that they will not be considered any further unless a candidate is not selected from the higher ranked Offerors. ○ Document all correspondence and discussions with Offerors, including substantive details of discussions with Offerors, and maintain all such records. ○ If through negotiations, information on the RC4400 changes or will change, then require the Offeror to submit an updated RC4400 form (proceed to step (C)(7) below).
Professional Services/ Contracts Division	7.	○ Obtain the terms of the negotiated offer in writing from the Offeror. ○ Perform a revised Cost Analysis, as necessary, with respect to the negotiated offer and measure the cost reasonableness of negotiated offer. ○ For each Offeror selected, prepare a Recommendation Memo to the Executive Director, containing an executive summary and including: a description of the Professional Service Contract, the purpose of the Professional Service Contract, the number of proposals received, the source of funding related to the Professional Service Contract, the total and incremental costs of the Professional Service Contract, the detailed basis for selection (including evidence of Evaluation Committee's ranking of such Offeror), and the specific reasons for the recommendation of the

Responsible Party		Action
		highest ranking Offeror to obtain Board concurrence. o Obtain Board Concurrence. o File a summary of the Cost Analysis with other significant and/or supporting documentation in respective procurement file. o Receive all records connected with the evaluation and re-evaluation of each proposal from Evaluation Committee and file such records in respective procurement file. o Complete applicable sections of Checklist - RFP's, if any.

D. Awarding the Contract

Responsible Party		Action
Professional Services/ Contracts Division	1.	o After receiving Board Concurrence, prepare two original copies of the Professional Service Contract with appropriate detailed information, must include contract type and compensation method, for Blue Folder circulation. o Prepare all other appropriate documents for Blue Folder circulation. o Concurrently with the preparation of the Blue Folder documents, obtain the selected Offeror's signature on two original copies of the Professional Service Contract. o Once all documentation is with the Blue Folder, internally route as set forth on the Routing Slip. o Complete applicable sections of Checklist - RFP's, if any.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
OBDCR	2.	○ Review prepared Professional Service Contract in the Blue Folder received from Professional Services/Contracts Division to ensure all DBE required attachments, if any, have been incorporated in the Professional Service Contract correctly and, if so, forward Blue Folder to General Development Department. ○ If required attachments have not been incorporated into the Professional Service Contract, include a copy of the all such required attachments in Blue Folder and forward Blue Folder to General Development Department (proceed to step (D)(14) below)t.
General Development Department	3.	○ Review and approve all appropriate documents in the Blue Folder received from OBDCR. ○ If changes to any document(s) in the Blue Folder is required, route the Blue Folder back to Professional Services/Contracts Division for changes (proceed to step (D)(4) below). ○ Forward any appropriate documentation to the FTA and/or IDOT for concurrences, as necessary. ○ When concurrences are received from FTA and/or IDOT, forward Blue Folder to Accounts Payable (proceed to step (D)(5) below).
Professional Services/ Contracts Division	4.	○ If changes are required from General Development Department make requested corrections on appropriate documents in the Blue Folder and return Blue Folder to General Development Department for concurrence. ○ Complete applicable sections of Checklist - RFP's, if any.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
Accounts Payable	5.	○ Review all appropriate documents in the Blue Folder received from General Development Department. ○ Prepare and file all necessary documents to encumber funds. ○ Forward Blue Folder to Risk Management.
Risk Management	6.	○ Review prepared Professional Service Contract in the Blue Folder received from Accounts Payable to ensure all applicable insurance requirement attachments, if any, have been incorporated in the Professional Service Contract and, if so, forward Blue Folder to Professional Services/Contracts Division. ○ If required attachments have not been incorporated into the Blue Folder, include a copy of the all such required attachments in Blue Folder and forward Blue Folder to Professional Services/ Contracts Division (proceed to step (D)(14) below).
Professional Services/ Contract Division	7.	○ Receive Blue Folder from Risk Management. ○ Insert signed Professional Service Contract into Blue Folder. ○ If Professional Service Contract is a corporate administrative contract valued over $10,000 and requires approval, forward Blue Folder to the Sr. Division Director General Administration (proceed to step (D)(8) below), otherwise, proceed to step (D)(9) below. ○ Complete applicable sections of Checklist - RFP's, if any.
Law Department	8.	○ Review all appropriate documents in the

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		Blue Folder received from Professional Services/Contract Division for legal compliance. ○ If any one or more of the documents in the Blue Folder require modification, alert and coordinate with Professional Services/ Contracts Division regarding required modifications to documents (proceed to step (D)(14) below). ○ Otherwise, if Law Department is satisfied with respect to legal compliance of contract, forward Blue Folder back to Professional Services/Contracts Division.
Sr. Division Director General Administration (for corporate administrative contract valued over $10,000)	9.	○ Review all appropriate documents in the Blue Folder received from Professional Services/ Contracts Division. ○ If any one or more of the documents in the Blue Folder require modification prior to acceptance by Sr. Division Director General Administration, alert and coordinate with Professional Services/Contracts Division regarding required modifications to documents (proceed to step (D)(14) below). ○ Otherwise, if Sr. Division Director General Administration is satisfied with the documents in the Blue Folder, approve contract and forward Blue Folder to Professional Services/Contract Division.
Professional Services/ Contract Division	10.	○ Review all appropriate documents in the Blue Folder received from the Sr. Division Director General Administration (as applicable) and/or the Law Department. ○ Revise compilation of Blue Folder documents as necessary. ○ Forward revised Blue Folder documents to Material Management Department.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		○ Complete applicable sections of Checklist - RFP's, if any.
Material Management Department	11.	○ Review all appropriate documents in the Blue Folder received from Professional Services/ Contracts Division. ○ If any one or more of the documents in the Blue Folder require modification prior to acceptance by Material Management Department, alert and coordinate with Professional Services/Contracts Division regarding required modifications to documents (proceed to step (D)(14) below). ○ Otherwise, if Material Management Department is satisfied with the documents in the Blue Folder, present Blue Folder documentation to Deputy Executive Director for approval.
Deputy Executive Director	12.	○ Review all appropriate documents in the Blue Folder received from the Material Management Department. ○ If any one or more of the documents in the Blue Folder require modification prior to acceptance by Deputy Executive Director, alert and coordinate with Professional Services/Contracts Division regarding required modifications to documents (proceed to step (D)(14) below). ○ Otherwise, if Deputy Executive Director is satisfied with the documents in the Blue Folder, forward Blue Folder to the Executive Director/CEO for final approval.
Executive Director/CEO	13.	○ Review, as final approval, all appropriate documents in the Blue Folder received from Deputy Executive Director. ○ If any one or more of the documents in

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		the Blue Folder require modification prior to acceptance by Executive Director/CEO, alert and coordinate with Professional Services/ Contracts Division regarding required modifications to documents (proceed to step (D)(14) below). o Otherwise, if Executive Director/CEO is satisfied with the documents in the Blue Folder, grant final approval of the Professional Service Contract and forward approved Professional Service Contract and remainder of Blue Folder to Professional Services/ Contracts Division (proceed to step (D)(15) below).
Professional Services/ Contract Division (upon rejection of Blue Folder documents by OBDCR/ Risk Management/ Sr. Division Director General Administration/ Law Department/ Material Management Department/ Deputy Executive Director/ and/or Executive Director/CEO)	14.	o Coordinate with OBDCR/ Risk Management/ Sr. Division Director General Administration/ Law Department/ Material Management Department/ Deputy Executive Director/ and/or Executive Director/CEO (as applicable) regarding required modifications to documents, then proceed to step (D)(15) below. o Complete applicable sections of Checklist - RFP's, if any.
Professional Services/ Contracts Division	15.	o Process the approved Professional Service Contract. o Distribute signed copies of approved Professional Service Contract as follows: a. Selected Offeror - original, hand signed, w/cover letter and appropriate exhibits requesting insurance certificates to be submitted to Professional Services/ Contracts Division, b. Requisitioner/User - copy of original Professional Service Contract along with

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party	Action
	any exhibits. c. Accounts Payable - copy of Professional Service Contract(s), Account Data Sheet, and Purchase Requisition. d. General Development Department - if grant funded, copy of Professional Service Contract and Account Data Sheet. e. Retain in respective procurement file - original, hand signed, with any exhibits. o Receive and review Offeror's required insurance certificates. Forward copies of such certificates to Risk Management Division and/or OBDCR (if DBE participation is required) for approval. o Otherwise, Risk Management Division and/or OBDCR (as applicable) approve received insurance certificates, issue a Notice to Proceed Letter to selected Offeror. o Notify remaining non-selected Offerors by letter of decision to proceed with selected Offeror. o Compile all records connected with the history of the subject RFP procurement , including without limitation all documentation relating to the rationale for the method of procurement, the selection of Professional Service Contract type, the basis of Evaluation Committee's Offeror selection/ rejection based on the Evaluation Criteria, Evaluation Committee's rankings (individual and group) with respect to each Offeror and the basis for the contract price. o File all of the foregoing records in respective procurement file (other than large maps, drawing and plans which are to be kept in respective department file). o Finalize Checklist - RFP's and file in

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		respective procurement file.

E. Administration of Contract

Responsible Party		Action
Requisitioner/User	1.	○ Monitor Consultant's compliance with the Professional Service Contract for the following: a. Timely submission of periodic progress reports in degree of detail required by the Professional Service Contract. b. Verification of the progress reported by the Consultant with the Professional Service Contract time schedule. c. Acceptance of the quality of work conforming to standards prescribed by the Professional Service Contract. d. Preparation of the invoices in accordance with the pricing/ payment schedule supported by adequate documentation to verify amount claimed. ○ Notify Professional Services/Contracts Division if the Consultant has not complied with the Professional Service Contract, as necessary (proceed to step (E)(3) below). ○ Provide annual listing of firms that performed work in the prior year to Professional Services/Contracts Division. ○ Prepare a Change Order Request if Materials Management determines that annual audited rates results in Metra owing money to a firm. ○ At the conclusion of the Professional Service Contract, evaluate the Consultant's performance, complete the Contract Completion Form, and forward

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		completed form to Professional Services/Contract Division (proceed to step (E)(2) below).
Professional Services/ Contracts Division	2.	○ Annually request from the appropriate Using Department a list of firms that have performed work in the prior year. ○ Receive from the appropriate Using Department a list of firms that have performed work in the prior year and forward the listing to Materials Management. ○ Receive from Materials Management, after its review of audited rates is completed, a list of firms that either Metra owes money, or the firms owe Metra money. ○ If Metra owes money to a firm, notify the Using Department to initiate a Change Order Request and request the firm to submit an invoice to Metra Accounts Payable Department for the specific amount owed them. ○ If a firm owes Metra money, notify the firm that based upon review of their audited rate, they owe Metra money. If the firm disagrees, review additional financial information they provide and negotiate a final accepted audited rate. ○ Notify Accounts Receivable to process a Bill for the appropriate amount due. ○ Receive and review completed Contract Completion Form. ○ File completed Contract Completion Form in respective procurement file.
Accounts Receivable	3.	○ Receive notification from Professional Services/Contracts Division to issue a Bill based upon audited rates' review. ○ Issue Bill to the respective firm.

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Responsible Party		Action
		○ Receive payment from the respective firm and send notification to General Development Department of payment receipt.
General Development Department	4.	○ Receive notification from Accounts Receivable of payment based upon determination of a firm's annual audited rate.
Professional Services/ Contracts Division (as applicable and as necessary)	5.	○ Receive notification of non-compliance from Requisitioner/User. ○ Contact the Consultant in writing to attempt to achieve the Consultant's rectification of the compliance deficiencies. ○ Receive report on Consultant's intent and monitor compliance efforts. ○ If Consultant response/action satisfactory, notify the Requisitioner/User of the Consultant's intent and request follow-up information on the Consultant's progress (proceed to step (E)(1) above). ○ Otherwise, either take further remedial action as permitted by Metra Administrative Operating Procedures, or take actions to terminate the Professional Service Contract (See PU-12-RC, Termination of Contracts for Goods and Services), and notify Requisitioner/User of actions taken.

VI. EXHIBITS

Exhibit I: Board Concurrence

Exhibit II: Checklist - RFP's

Exhibit III: Contract Completion Form

Exhibit IV: Insurance Requirement Request Form

Exhibit V: Notice to Proceed Letter

PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

Exhibit VI: Price Analysis Documentation

Exhibit VII: Request for Proposals ("RFP")

Exhibit VIII: Recommendation Memo

Exhibit IX: Responsibility Determination Form

Exhibit X: Routing Slip

Metra
the way to really fly
547 W Jackson Blvd Chicago Illinois 60661 (312) 322-6900 TTY#1-312-322-6777

Memorandum

DATE: December 17, 2012

TO: Paul Kisielius, Senior Division Director
General Administration

FROM: Lisa Murphy
Assistant Secretary to the Board

SUBJECT: **Consent Agenda – PROCUREMENT – December 14, 2012**

On Friday, December 14, 2012 the Metra Board of Directors approved the following consent agenda items for procurements of $100,000 or greater.

Procurements of $100,000 or greater:

2. Blanket Purchase Order for the Repair and Return of Petrolatum Filled Impedance Bonds
3. Blanket Purchase Order for Medium Grit, 50 lb. Bag, De-Icing Salt
4. Blanket Purchase Order for Data Center Servers and Storage Equipment
5. Blanket Purchase Order for Fence and Fence Material
6. Blanket Contract to Furnish and Install Metra Station Signs
7. Master Purchase Agreement for Walkover and Flip Seats for the Amerail Rehabilitation Project

Procurement - Professional Services

8. Professional Services Contract for Federal Transit Administration (FTA) Circular 4220.1F Procurement Assessment Consulting Services

Item 7 was pulled from the consent agenda to discuss separately.

Director Schaffer moved, and Director De Graff seconded the motion to approve Items 2, 3, 4, 5, 6 and 8 on the consent agenda for December. The motion carried with eleven ayes.

AYES: Directors Darley, DeGraff, Huggins, LaBelle, McCoy, Mulder, Partelow, Rakestraw, Schaffer, Widmer, and Chairman O'Halloran

Director Partelow asked a question regarding Item 7, Master Purchase Agreement for Walkover and Flip Seats. After some discussion, Director Partelow moved and Director Mulder seconded to approve Item 7. The motion carried with eleven ayes.

AYES: Directors Darley, DeGraff, Huggins, LaBelle, McCoy, Mulder, Partelow, Rakestraw, Schaffer, Widmer, and Chairman O'Halloran

CHECK LIST – RFP's

Applicable items should be entered in chronological order. Documents maintained in the file will be filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab column.

	RFP No. _____ Section A SOLICATION DOCUMENTS	
Tab No.	**Document(s)**	**Audited By**
1.	Purchase Requisition	
2.	Rationale for Method of Procurement: _____	
3.	Specifications/Statement of Work	
4.	Justification for Procurement	
5.	Term of Contract Does Not Exceed 5 Years.	
6.	Cost Estimate	
7.	Set Aside Decision/DBE Goal	
8.	Justification of Procurement Method	
9.	List of Prospective Proposers	
10.	Proof of Publication	
11.	Copy of RFP	
12.	Addenda	
13.	Pre-proposal Minutes & List of Attendees	
14.	Correspondence with Bidders	
15.	Interoffice Correspondence	
16.	Review of Responsiveness (On Bid Tabulation)	

Contract No.: _____

Contract Administrator: _____

Date: _____

CHECK LIST – RFP's

Applicable items should be entered in chronological order. Documents maintained in the file will be filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab column.

	RFP No. _____ Section B AWARD DOCUMENTS	
Tab No.	**Document(s)**	**Audited By**
1.	Copy of Each Proposal (In Storage)	
2.	Proposal Tabulation Sheet	
3.	Evaluation Team Certification Forms	
4.	Evaluation Sheet/Matrix	
5.	Determination of Competitive Range	
6.	Invitation of Oral Interviews/Presentations	
7.	Notice of Rejection	
8.	Minutes of Discussions	
9.	Correspondence with Proposers	
10.	Cost or Price Analysis	
11.	Justification for Contract Type	
12.	Negotiation Memorandum	
13.	Copy of Each Best and Final Offer (If Applicable)	
14.	Award Recommendation Memorandum	
15.	Board Consent	
16.	Legal Review of Contract Documents (Routing Slip)	
17.	Notice of Award	
18.	Notice to Unsuccessful Proposers	
19.	Procurement Summary	
20.	Bonds (If Applicable)	
21.	Certification of Insurance	
22.	Contract Document (Drawings not Required)	
23.	Notice to Proceed	
24.	Contract/Purchase Order	

Contract No.: _____

Contract Administrator: _____
Date: _____

CHECK LIST – RFP's

Applicable items should be entered in chronological order. Documents maintained in the file will be filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab column.

	RFP No. _____ Section C CONTRACT ADMINISTRATION DOCUMENTS	
Tab No.	**Document(s)**	**Audited By**
1.	Post Award Conference	
2.	Quality Assurance Records	
3.	Change Notices/Modification/Change Orders	
4.	Periodic Status Reports	
5.	Site Visit Reports	
6.	Termination/Stop Work Notices or Resolution Plan	
7.	Notice of Claims	
8.	Release of Claims/Bonds	
9.	Assignments	
10.	Notice of Final Payment	
11.	Audit Reports	
12.	Liquidated Damages	
12.	Close out Documentation	

Contract No.: _____

Contract Administrator: _____

Date: _____

PU-06-RC
Exhibit III

Metra

Contract Completion Report

Note: When final payment has been made and project is complete, the User Department shall initiate this form and pass on in a yellow folder.

Contract No.	Report Date:
Contractor/Consultant/Vendor:	
Project No.(s):	
Contract Description:	
Final Contract Amount:	
Final Contract Expense:	Account Code(s):
Contract Completion Date:	
Contract Inspected & Closed By:	
Additional Comments:	

Contract Completion Processing			
Metra User Department:	Name/Title:	Signature:	Date:
Accounts Payable:	Name/Title: Yola Kostecki, Sect. Chief	Signature:	Date:
Operations & Project Performance:	Name/Title: Tim Rhoades, Asst. Dept. Head	Signature:	Date:
DBE Administration:	Name/Title: Sandi Llano, Director	Signature:	Date:
Contract Completion Approval			
Materials Management:	Name/Title: Paul Kisielius, Dept. Head	Signature:	Date:

Metra

CONSULTANT INSURANCE REQUIREMENTS

.QUISITION NUMBER _____ SPECIFICATION NUMBER ___

The Consultant shall take out and maintain during the life of this contract, the following insurance as specified by the insertion of policy limits and such other insurance as the Northeast Illinois Regional Commuter Railroad Corporation D/B/A Metra/Metropolitan Rail may from time to time require.

TYPE OF COVERAGE	GENERAL POLICY HOLDER RATING OF _____ OR BETTER	FINANCIAL RATING OF _____ OR BETTER As Published By Best's Key Rating Guide	AMOUNT REQUIRED
1. WORKERS' COMPENSATION Coverage A - Statutory Coverage B - $_____			$_____ Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined) To also include the following coverages: _____ _____			$_____ Each Occurrence $_____ Aggregate
3. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)			$_____ Combined Single Limit
OWNER'S PROTECTIVE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)			$_____ Each Occurrence $_____ Aggregate
5. PROFESSIONAL LIABILITY			$_____ Each Occurrence $_____ Aggregate
6. RAILROAD PROTECTIVE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined) Excess of the Blanket Coverage			$_____ Each Occurrence $_____ Aggregate
7. OTHER INSURANCE			$_____ Each Occurrence $_____ Aggregate

Additional Insured shall be as follows: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA/METROPOLITAN RAIL AND THE COMMUTER RAIL DIVISION _____

The Consultant shall not commence work herein until he has obtained the required insurance and has received approval of such insurance by Metra. Certificates of insurance indicating amounts and coverages in force shall be furnished to insureds, within ten (10) calendar days after award of contract.

All policies are in effect at this time and will not be canceled, modified, limited or allowed to expire without renewal until 30 days written notice has been given to Metra. Such notice shall be sent by certified mail to Metra, care of the Risk Management Director, 14th Floor, 547 W. Jackson, Chicago, Illinois 60661.

The consultant's policy will insure all liabilities assumed by the contractor under the provisions of the Hold

PU-06-RC
Exhibit V

Metra
547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: 312-322-6900 TTY# 1-312-322-6774

March 14, 2005

Via Overnight Mail

Mr. Michel Cournoyer
CANAC
3950 Hickmore
St. Laurent, QC H4T 1K2

Subject: Contract No. S 54835 $65,000.00
Signalman Training

Dear Mr. Cournoyer:

Metra has approved your insurance certificates as meeting the contract requirements. Your firm is hereby authorized to commence work as required by Metra.

Your Metra contact person is Mr. Bob Rich of the Professional Services & Contracts Division, (312) 322-6674.

Very truly yours,

Robert S. Ash, C.P.M.
Director, Professional Services/Contracts

Cc: W. Tupper, ENGR
J. Wagner, TRAI
T. Less, Accounting
File

55-canacntp

PRICE ANALYSIS DOCUMENTATION

Date:_____

IFB No:_____

P.O./Contract No.:_____

The evidence compiled by a price analysis includes:

1. Developing and examining data from multiple sources whenever possible that proves or strongly suggests the proposed price is fair.

2. Determining when multiple data consistently indicate that a given price represents a good value for the money.

3. Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted and listed on the attached summary is deemed to be fair and reasonable based on the following analysis, check all applicable:

_____ Comparison with competing suppliers' prices or catalog pricing for the same item(s). (Complete Bid Tabulation Sheet, Summary of Procurement or Comparison Matrix and attach supporting quotes or catalog pages.)

_____ Comparison of proposed pricing with in-house estimates for the same items. (Attach signed in-house estimate and explain factors influencing any differences found.

_____ Comparison of proposed pricing with historical pricing from previous purchase of the same item, coupled with market data such as the Producers Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record.)

_____ Analysis of price components against current published standards, such as labor rates, dollars per pound, etc. to justify the price reasonableness of whole. (Attach analysis to support conclusion drawn.)

Prepared by:_____

Title:_____

REQUEST FOR PROPOSAL

EXHIBIT 1

Human Resources Information System

RFP NO.: 03368

PROPOSAL DUE DATE: September 16, 2003 BY 10:00 A.M.

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA
PROFESSIONAL SERVICES/CONTRACTS
17 WEST JACKSON BOULEVARD
CHICAGO, IL 60661

NO OFFER BID SHEET

NO OFFER: If no bid is to be submitted, detach this sheet from the Request for Quotation, complete the information requested, fold, staple, affix postage, enter return address and mail.

NO ENVELOPE NECESSARY.

NO BID SUBMITTED FOR REASONS CHECKED:

( ) CANNOT COMPLY WITH SPECIFICATIONS
( ) DO NOT PERFORM THIS SERVICE
( ) OTHER (PLEASE SPECIFY)_____

WE DO ( ) DO NOT ( ) DESIRE TO BE RETAINED ON YOUR MAILING LIST FOR FUTURE ACQUISITIONS OF THIS TYPE.

SIGNATURE AND
TITLE:_____

COMPANY:_____

(FOLD ALONG DOTTED LINE)

FROM: AFFIX POSTAGE HERE

METRA
PROFESSIONAL SERVICES/CONTRACTS
11TH FLOOR
547 WEST JACKSON BOULEVARD
CHICAGO, IL 60661

RFP NO.: 03368
TITLE: Human Resources Information System
COMM: 5737, 5738, 5741
BUYER: Mr. E. Remus, C.P.M.

REQUEST FOR PROPOSAL

FOR

HUMAN RESOURCES INFORMATION SYSTEM

TABLE OF CONTENTS

1. Introduction 3

2. Scope of Services 3
   - A Human Resources Information Systems Requirements
   - B. Remote Locations
   - C. Training Plan
   - D. Internal Controls and Security
   - E. Information Systems Technical Requirements

3. Form of Proposal 10
   - A. Format
   - B. General Information
   - C. HRIS Vendor
   - D. HRIS Solution
   - E. Implement Plan
   - F. Cost
   - G. Training
   - H. Licenses and Contracts
   - I. Affidavits, Certifications and Exhibits

4. Evaluation Methodology 13

5. Selection Criterion 13

6. Procedural Matters 14
   - A. Instructions
   - B. Pre-Proposal Conference
   - C. Statement of Offer
   - D. Proposal Submittal and Due Date
   - E. Contract Documents
   - F. Other Contracts
   - G. Contract Exhibits

1. INTRODUCTION

This Request for Proposal (RFP) is for the selection of a qualified vendor to provide the installation, configuration, training and maintenance of a new Human Resources Information System (HRIS) at the corporate offices of the Northeast Illinois Regional Commuter Railroad Corporation d/b/a Metra (herein after referred to as "Metra".) The HRIS must have input capability to access and receive data from various remote facilities in the Chicago land area. Metra headquarters are located at 547 West Jackson Boulevard in Chicago, IL 60661.

Metra is a 495 mile commuter rail system with 230 stations serving six Northeast Illinois counties. Twelve routes radiate from downtown Chicago, and serve as the keystone of the metropolitan transportation system.

Metra's current system is a Payroll/HR mainframe system (transactional based) by GEAC. The new HRIS must include the necessary technology to connect the remote sites to the primary network and data center located at the corporate headquarters.

Metra is requesting a detailed proposal, including a cost breakdown, based on the requirements as described in this RFP. Metra intends to take advantage of the resulting system conversion to streamline its internal processes with minimal customization of the basic HRIS software package. However, any proposed business process changes must be approved by Metra and comply with applicable statutes and regulatory requirements.

Metra's Human Resources Department hereby invites proposals from software vendors, as the prime contractor, for furnishing expert installation, configuration, training and maintenance services for the HRIS.

2. SCOPE OF SERVICES

A. HUMAN RESOURCES REQUIREMENTS

The HRIS must be the primary home for employee data and have the ability to interface with the existing GEAC payroll system to create the basic employee set-up without re-keying the required data fields.

The following is a break down of the HRIS requirements:

- The HRIS must be able to automatically interface with the existing GEAC payroll system so that the data fields required to setup the shell record on the payroll system can be passed electronically without re-keying the information. The minimum number data fields required to establish an employee record on the GEAC

Payroll/HR system are listed in Exhibit 1A.

- HRIS users and departments must have the ability to enter and receive data relative to employee status changes, query employee information from their location based on their assigned security access level and utilize electronic signatures to automate and expedite workflow processing including authorizations to hire. An appropriate audit trail must exist that can identify access by employee, terminal and logon/logoff date.

- The HRIS must be able to store a complete historical (iterative) employment record for each employee. This information must be retrievable for an individual employee or a group of employees with full capability to query and report on any field. Users must be able to retrieve and query this information only within their own security access level. Historical information that is currently maintained on manually prepared cards called "Personal Record Cards" will not be re-keyed to the new HRIS. Once the new system goes live and after a sufficient parallel period, a cut-off date will be established and all data from that date forward will be stored only on the new system. Some critical fields are:

    1. Transfers, job title changes, promotions, demotions, reclassifications, laterals.
    2. Discipline history and assessments, suspensions, leave of absences, reprimands.
    3. Warnings, resignations, retirements, dismissals, name changes, EEO grievances and complaints.
    4. Transfers between union and non-union positions.
    5. Salary compensation and performance review data, hire dates, railroad dates, seniority dates.
    6. Training history, certifications and licenses, vocational training.
    7. Educational degrees, family and medical leave, injury, medical leave, incidents and accidents, work loss history.

- The HRIS must provide a seamless and automated transfer of personnel data from applicant processing to establishing a new employee record.

- The HRIS must provide reporting capabilities that are user friendly and allow the user to design and run reports, forms, and labels specific to their business needs. This report must be able to be viewed on screen or printed within the user's security. Retrieval requests must be criteria driven. Data must be easily imported and exported to Microsoft Office applications.

- The HRIS must be able to maintain information on dependents, beneficiaries, COBRA participants and retirees, as well as information on multiple benefit and

flexible spending plans and have benefit reporting capabilities.

- The HRIS must be able to track, report and analyze daily absences and manage leave accruals including leaves under the Family and Medical Leave Act (FMLA).

- The HRIS should include primary processing functions and flows currently found at Metra. Current major processing flows are:

Job Vacancy
Job Posting
Application Process
Applicant Process
Pre-Start Processing
Start Work
Status Changes
Performance Evaluations
Salary Compensation Program
Leave of Absence Tracking
Savings Investment Plans
Health & Welfare
Medical Tracking
Termination and Furlough
Discipline and Furlough
EEO/ADA
Standardized Reports
Ad Hoc Reports

- The proposal should describe features and capabilities, if any, that can be used to budget, estimate, or project labor costs and if possible, the costs of fringe benefits.

- The resulting system proposed by the vendor must not have a negative or debilitating impact on current payroll operations and processing time.

B. HRIS USERS AND LOCATIONS

The following have been identified as locations that will be utilized for data entry and inquiries.

#Users	Location	Address
35	Corporate Office	547 W. Jackson Blvd., Chicago IL
2	Operations Control Facility	Consolidated Control Facility 1501 S. Canal, Chicago IL
3	ME/Operations/Tickets	Randolph St. Stat.-151 N. Michigan, Chicago IL
1	ME/Mechanical	18th Street (14th St. East of Indiana), Chicago IL
6	ME Engineering/Mech/Tickets	Kensington - 12301 S. Indiana, Chicago IL
2	RI Operations/Tickets	LaSalle Street - 414 S. LaSalle St., Chicago IL

2	RI/Mechanical	47th Street - 147 W. 47th Street, Chicago IL
2	RI/Engineering	Blue Island - 2067 West 123rd St., Blue Island
2	CUS/Operations	222 S. Riverside Plaza, Suite #2230, Chicago IL
2	Milw/Mechanical	2741 W. Grand Ave., Chicago IL
2	Milw/Engineering	2931 W. Chicago, Chicago IL
59		

Milw = Milwaukee
ME = Metra Electric

RI = Rock Island
CUS = Chicago Union Station

C. TRAINING PLAN

Vendors must provide a detailed training proposal that includes training needed to query, design and run reports, forms and labels using the HRIS report writing function. Vendors must additionally provide detailed resumes of the instructors that will be used in the training program for Metra. Vendors must state the number of similar training programs each identified instructor has successfully completed while employed by the Vendor. Vendors can assume that all HRIS users will minimally know how to log on to a network, use a web browser and a word processing application. All costs related to training must be stated in the proposal; the explanation should describe training included in the basic package plus any additional training recommended, including cost for the additional training.

D. INTERNAL CONTROLS AND SECURITY REQUIREMENTS

The following internal controls and security features are components the HRIS software should have. Please describe which of these features your system has without customization:

1. System security controls that include user-ID's and passwords to ensure only authorized users can access the system. The system must provide for a minimum of five (5) alphanumeric positions for passwords and require periodic changes to the passwords.

2. A system that records all errors it detects on data input for subsequent analysis as to type, frequency and user.

3. A log of all transactions entered into the system that provides back-up for reconstructing the files should the system crash or some other problem occurs.

4. A system that keeps a log of attempts to access the system with illegal passwords for follow-up.

5. A system that maintains an audit trail of every change, showing a "snap shot" of before and after each change, and the ability to print a report of these changes for subsequent review and/or approval.

6. An effective data logging routine to record all pertinent information for transactions entered into the system. This log will also be used for the detection and correction of errors. The log record must include the date and time the transaction was entered and the user-ID of the individual who entered the transaction in the system. The system must provide a before and after image of the transaction processed as it provides the content of the field prior to the transaction, the transaction detail, and the content of the field after the transaction.

7. A system that allows for the printing of transaction lists, showing what transactions were entered, when they were entered and by whom. The producer of the report must be able to specify the type of transactions and the date ranges of them.

8. If the system has an interface between an existing legacy system and the HRIS, the system should include a record count and transaction amount controls, to assure that all transactions are processed.

9. If the system allows multiple users from different departments within Metra to have access to a common database, the system must have effective security controls to keep certain information confidential.

10. A system that uses edit and validation routines for data fields to ensure data is entered correctly.

11. A system that contains both data reasonableness and limit tests to ensure accurate data is entered. Reasonableness tests detect processing results that fall outside a set of expected results. Limit tests detect processing results that fall outside a range of normal processing results.

12. A system that includes logic for checking for duplicate transactions.

13. A system that supports the monitoring of transactions entered into the system that meet criteria established by the user. For example, the user may want to review all entries for the day or a specified time period.

E. INFORMATION SYSTEMS TECHNICAL REQUIREMENTS

This section must fully describe the HRIS software to be included in the Proposer's solution. Software technical brochures, documentation or extracts of the same may be included and referenced. The Proposer must be prepared and ready to make an oral presentation of this material to Metra. This must include but is not limited to descriptions of the following:

1. HRIS Architecture - Detail the client/server model used in the system and show where application and database access logic is stored and executed. Describe system components such as graphical user interfaces, middleware, network and database connections, etc. Explain data model including data integration across modules. Identify any situation where data is interfaced and not fully integrated and available immediately to all modules at time of updating.

2. HRIS Software Components - List all the software components by module, package and vendor which will comprise the HRIS. Include the module name, vendor, release or version, date last updated and indicate whether it is the latest version available.

3. HRIS Hardware and Support Software Requirements - Detail the hardware requirements of the proposed HRIS. Include both client and server hardware requirements. Identify all servers, applications, databases, reports etc., needed. Describe both standard and web client hardware requirements. Give examples of peripheral hardware such as printers, tape storage, etc. commonly used and supported by the HRIS software.

   Metra will not decide on the final platform until after an HRIS solution is chosen. The Proposer should propose the platform, Unix or Windows NT, which they would recommend as the most suitable to the numbers of users, amount of data, functions to be performed, and modules identified in this RFP. If the proposed platform is not Windows NT with Oracle database the proposer must identify all additional licensing agreements, training, consulting and support required to prepare the environment for this HRIS installation and implementation. The Proposer will assist Metra in preparing this environment for the HRIS installation and implementation. The Proposer will additionally identify and provide a cost breakdown of required hardware and related support software.

   Identify all support software in addition to basic operating system and software required for HRIS operation which the Proposer is not including in the HRIS software listed above. This includes any utility, language compilers or interpreters, or system management software.

4. System Tools - List and describe the capabilities of all tools included in the HRIS which are used to install, maintain, support, and operate the system. This should include all languages, testing and debugging tools, screen modification and report programming tools. System management tools used to manage databases, network activity, printing, backup and recovery, archiving, user access, and other system processing must be identified and

described.

5. System Security, Control Features and Audit Trails - Security capabilities are needed to restrict data access by data element, field and organization unit for each user with HRIS access. Describe what data security, user security and access privileges, and other security provisions are provided and how they are implemented and administered.

6. System Interface Capabilities - The HRIS has to interface with the existing GEAC payroll system so that data fields required to set-up the shell record on the payroll system can be imported electronically to the GEAC payroll system to avoid re-keying information. The required data fields are listed in Exhibit 1A. List and describe any application programming interfaces provided. Describe how the HRIS will be interfaced to the GEAC payroll system for the data needed in the payroll system.

   There are many other Metra systems that currently do not interface with the limited HRIS now in use. A partial list of these systems includes a stand alone applicant tracking system, the employee position master, multiple time and attendance systems, crew management and risk management system. An automated interface between these systems and the HRIS is not required for this proposal.

7. Data Conversion and Data Cleansing - Describe the methodology, processes, and procedures that will be used to convert data, cleanse it and fully prepare it for loading into the HRIS.

8. End-User Tools and Features - List and describe all the components and features available to end-users to modify screens and reports, write reports, and interface and link to PC office suite software.

9. Workflow - Describe the workflow capabilities of the HRIS and how workflows are designed and implemented.

10. Web Features - Describe all Internet and Intranet Web features available in the HRIS. This includes items such as web clients, web servers, web page and report publishing.

11. System Technical Support and Maintenance Services - List and describe all available maintenance and support programs offered by the HRIS software vendor. Describe how maintenance will be provided for any customized software included in the HRIS. If the Proposer is not the HRIS software vendor, the Proposer must explain how maintenance will be contracted,

separately or through Proposer. These descriptions must include information about problem reporting and resolution procedures, distribution and delivery of program changes, and other related services. For purposes of the cost proposal, one year of support must be included with the software module license cost proposed and the annual cost of maintenance and support must also be proposed. For purposes of the cost proposal, the hours of support must be Metra's normal business hours (Monday through Friday, 8:00a.m. to 5:00p.m., Central Standard Time) for 52 weeks.

12. System Maintenance and Upgrade Procedures - Describe how maintenance is performed on the HRIS. Include information on how new releases are installed, how bug-fixes are applied, and how customization and other settings are incorporated into the updated system.

3. FORM OF PROPOSAL

All proposals must conform, in all material respects, to the following format. Failure to do so may render the proposal, in Metra's sole discretion, as non-responsive and/or adversely affect the proposal's evaluation.

A. FORMAT

1. Submit proposal in ten (10) copies. Proposals must be submitted not later than the Due Date, September 16, 2003 at 10:00A.M.Central Standard Time.

2. You may submit any additional information, such as brochures, you feel may be useful. Submit ten (10) copies of such material.

3. Do not exceed 8 1/2 x 11 inch format with any document submitted.

4. You may designate those portions of the proposal that contain trade secret or other proprietary data as "Confidential".

B. GENERAL INFORMATION

1. Project name.

2. Metra's RFP Number.

3. Name of the organization submitting the proposal.

4. Proposer's address.

5. Proposer's phone number.

6. Proposer's office locations(s).

7. Proposer's office hours.

8. The name, telephone number and address of the authorized contact for the Proposer.

C. HRIS VENDOR

1. List setting forth the number of years of experience the proposer has had in the development, installation, training, maintenance and support of HRISs.

2. Include an up-to-date listing of all clients and for three (3) of the clients include addresses, phone numbers and persons to contact for whom the proposer has provided services similar to Metra's in size and scope. Include other railroads or public sector clients, if proposer has any. Also include a client who no longer utilizes your services.

D. HRIS SOLUTION

1. Software proposed and product history

2. How software meets functional requirements and desired features.

3. How software meets technical requirements.

E. IMPLEMENTATION PLAN

1. Implementation methodology to be used.

2. Project plan, deliverables and schedule.

3. Project team.
   A. Organization.
   B. Staff to be used.

      1. Identify roles and responsibilities of key people who wil' be working on this project.
      2. For each person involved, describe his/her position within the firm and a brief summary of his/her professional qualifications

and experience.

3. Resumes for each of the key personnel committed to project.
4. Years of experience of each key personnel with the proposed systems and applications, as well as, references for recent successful implementations and completed installations.

F. COST

For the proposal to be deemed responsive, costs must be submitted in a separate envelop and must include an itemization of costs in the following format:

1. HRIS software license cost.
2. Other software license cost.
3. Implementation services cost, titles and hours.
4. Training costs.
5. Maintenance and support costs of the HRIS.

A maximum (not to exceed) cost must be provided which represents the sum of all above listed categories.

G. TRAINING PLAN

Provide an outline of the training plan to fully implement the HRIS.

1. The plan must describe the Proposer's overall approach to training. Detailing what specific training needs to take place and locations (city & state). Preferred site would be on Metra property.
2. All of the instructors and course developers provided by the proposer shall be fully capable of delivering in-depth technical information that can be understood by participants.

H. LICENSES AND CONTRACTS

To be deemed responsive, the proposer must submit with its proposal, any software license agreements, services agreements and maintenance agreements that Metra would be expected to sign. Metra will negotiate the final terms and agreements with the successful proposer.

I. AFFIDAVITS, CERTIFICATIONS, EXHIBITS

All required exhibits, affidavits and certifications, must be properly signed and executed by the proposers authorized signer for the proposal to be deemed responsive.

4. EVALUATION METHODOLOGY

Relevant order of importance:

A. HUMAN RESOURCES INFORMATION SYSTEMS SOLUTIONS

B. COST

C. IMPLEMENTATION METHODOLOGY AND PROJECT TEAM

D. TRAINING PLAN

5. SELECTION CRITERION

All four (4) criteria listed under the Evaluation Methodology for this RFP will be used in the evaluation process to determine the highest ranked Proposer(s). All proposals will be evaluated solely by Metra, which reserves the right to select the highest ranked firm(s) on the basis of what is in Metra's best interest and/or gives the greatest benefits to Metra. Metra will solely be responsible in determining what is in its best interest and what provides Metra the greatest benefits. Proposer may be required to do scripted demos and presentations (either on or off Metra property) as an integral part of the evaluation process. Metra may also consider written responses contained in the proposal, formal interviews and site visits, if done, in its evaluation of the criteria listed in Section 4 above.

Metra may request Proposers to arrange site visits of similar software installations as proposed by Metra within the United States for Metra employees. Metra will assume the cost of all transportation, lodging, and travel expenses for Metra staff.

Metra reserves the right to negotiate a contract based solely on the proposed data submitted, without oral presentation. Metra may waive any informalities, defects, or minor mistakes, reject any part, or all parts of, any or all proposals, or require revisions, corrections, or additional information from any Proposer. Metra reserves the right to enter into negotiations with one or more Proposers in any manner it deems fit. **Metra may elect, in its sole discretion, to award one or more contracts to one or more Proposers for any phase or any combination of phases that Metra determines to be in its best interests. Metra reserves the right to reject all proposals, or reject and reissue the RFP.**

Metra shall not be liable for any activity or costs incurred by any Proposer: a) in the preparation of any proposal(s); b) during negotiations on the proposal or proposed contracts; c) for any work performed in connection therewith; or d) for any other cost or activity incurred prior to the Notice to Proceed issued after the contract award.

6. PROCEDURAL MATTERS

A. INSTRUCTIONS

All questions or requests for change(s) that pertain to this RFP, are to be submitted via fax before 4:00 P.M. Central Standard Time on August 26, 2003 to:

Mr. Edward H. Remus , C.P.M.
11th Floor East – Suite 1100
547 W. Jackson Blvd.
Chicago, Il 60661-5717, USA
312-322-6619-Fax

Mr. Edward H. Remus, C.P.M., will be Metra's Contracting Officer for this requirement.

The RFP is not to be construed as a commitment of any kind and Metra will not pay any costs in the submission of a proposal or for any other costs incurred prior to Metra's Notice to Proceed issued after the award of the contract.

- All correspondence, communication, and/or contact in regard to any aspect of this RFP or proposals shall be with the Contracting Officer identified in subsection A above, or his designated representative. **Unless directed otherwise by the Contracting Officer, Proposers and their representatives shall not make any contact with, or have any communication with, any members of Metra, its employees, or consultants, other than the Contracting Officer in regard to any aspect of this RFP.**

B. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on August 20, 2003 at 9:00A.M.Central Standard Time in the 13th Floor Board Room at 547 W. Jackson Blvd., Chicago, Illinois. Attendance is encouraged but not mandatory. **All questions and Metra's subsequent response will be disseminated to all potential Proposers.**

C. STATEMENT OF OFFER

1. Proposal must state that the offer is good for one hundred eighty (180) days.

2. Proposal must be signed by an individual authorized to bind the firm.

3. Proposal must also include the name, title, address and telephone number of individuals with authority to negotiate and contractually bind the company and who shall be contacted during the period of the proposal evaluations.

D. PROPOSAL SUBMITTAL AND DUE DATE

Proposals must be submitted not later than the Due Date, **September 16, 2003** at10:00 A.M.Central Standard Time to:

Mr. Edward H. Remus, C.P.M.
Senior Contracting Agent
11th Floor East - Suite 1100
547 W. Jackson Blvd.
Chicago, IL 60661-5717, USA

Proposals are to be clearly marked front and back:

Metra RFP No. 03368

Ten (10) copies of the proposals must be received by the Due Date. **Proposals may be mailed or delivered in person but must be received before 10:00 A.M. Central Standard Time on September 16, 2003. One (1) of the ten (10) copies is to be marked as original and it should contain the original signature set.** If a Proposer wishes to submit multiple proposals, each proposal is to consist of ten (10) copies, with one (1) of the ten (10) copies to be marked as the "Original"containing the original signature set. **Any proposal received after 10:00 A.M.Central StandardTime, on the Due Date will be returned unopened.**

Please note: Metra may request the Proposers to submit additional copies or have their respective proposal(s) in a specific electronic format.

E. CONTRACT DOCUMENT

To be deemed responsive, a Proposer must be prepared to accept the terms in the Sample Agreement described in Exhibit 1B or terms acceptable to Metra. By submitting its proposal, the Proposer agrees that its proposal and this RFP (including the exhibits) shall be deemed as the Proposers offer.

F. OTHER CONTRACTS

Vendor must submit with their proposal, any software license agreements, services agreements and maintenance agreements that Metra would be expected to sign. Metra will negotiate the final terms and agreements with the successful proposer.

G. CONTRACT EXHIBITS

The following Exhibits are attached hereto and made a part hereof. In addition, the exhibits shall become a part of any contract resulting from the Request for Proposal.

Exhibit 1A	-	Required Data Fields for Payroll Interface
Exhibit 1B	-	Sample Agreement
Exhibit 1C	-	Public Notice of Request for Proposal
Exhibit 1D	-	Affidavits/Certifications
Exhibit 1E	-	Metra Disadvantaged Business Enterprise Compliance Requirements
Exhibit 1F	-	Civil Rights Requirements
Exhibit 1G	-	Consultant Insurance Requirements
Exhibit 1H	-	Metra Contractor Safety
Exhibit 1I	-	Federal Clauses

Exhibit 1A

The minimum number data fields required to establish an employee record on GEAC payroll system are:

A. Employee No.
B. Social Security No.
C. Employee Name
D. Address, City, State, Zip Code
E. Race Code
F. Sex Code
G. Birth Date
H. Level 1, Level 2 (Organization Codes)
I. Resident State
J. Work State
K. Pay Frequency
L. Pay Code
M. Federal Tax Withholding

Items I through M are payroll data fields that may require scheduled interfaces *from* the payroll system *to* the HRIS to be in sync with subsequent changes made to these fields by payroll personnel.

EXHIBIT 1B

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A METRA
547 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60661
AGREEMENT
FOR PROFESSIONAL AND CONSULTING SERVICES

This Agreement is entered into this_____day of _____, _____ in Chicago, Illinois, by and between the Northeast Illinois Regional Commuter Railroad Corporation d/b/a Metra, Metropolitan Rail ("Metra"), a public corporation under Illinois law, and_____ _____("Consultant"), having offices located at _____ _____. In consideration of the promises and agreements set forth, Metra and Consultant agree:

1. SCOPE AND DESCRIPTION OF SERVICES

Consultant will perform the following services ("Work"):

_____
_____
_____
_____

2. COMPENSATION

Metra agrees to pay, and Consultant agrees to accept, as full payment for the Work the amount of $_____, payable in monthly installments and based on the percentage of the Work completed and approved by Metra.

The amount or rate of compensation may be increased or decreased only by written agreement of the parties if there is a material change in the scope, character, or complexity of the Work. Consultant shall submit invoices for all amounts to be paid by Metra under this Agreement. All invoices must be submitted to the "Accounts Payable Section" for payment and must show Metra Contract No. _____ and Metra Account No._____.

3. FINANCIAL ASSISTANCE AGREEMENTS

Payments to Consultant under this Agreement might be funded in part by financial assistance from one or more of the United States Department of Transportation, Federal Transit Administration ("FTA"), the Illinois Department of Transportation ("IDOT"), and the Regional Transportation Authority ("RTA") (collectively, "Funding Agency" or "Funding Agencies"). If any Funding Agency fails to approve this Agreement or to provide financial assistance in the amounts required

to fully fund payments to Consultant, Metra reserves the right to terminate this Agreement. This Agreement is subject to the provisions of the financial assistance agreements between Metra and the Funding Agencies, and in the event of conflict between such Funding Agency agreements and this Agreement, the Funding Agency agreements shall control. Consultant acknowledges that it has had the opportunity to review and copy the Funding Agency agreements before executing this Agreement.

4. SCHEDULE FOR PERFORMANCE OF THE WORK

Time is of the essence of this Agreement. Consultant shall commence the Work promptly after receiving a Notice to Proceed from Metra. Consultant shall complete all Work by _____ _____.

5. CONTRACT DOCUMENTS

Each of the following documents is attached and incorporated in this Agreement:

EXHIBIT_____
EXHIBIT_____
EXHIBIT_____
EXHIBIT_____
EXHIBIT_____

6. AMENDMENTS

This Agreement constitutes the entire Agreement between the parties. All amendments to this Agreement must be in writing and executed by the authorized officers of each party. No representative of either party is authorized to modify the terms of this Agreement except in writing.

7. TERMINATION

(a) Metra may terminate this Agreement at any time, with or without cause, by giving written notice to Consultant at the address specified above. Termination shall be effective upon receipt of such notice by Consultant through actual delivery, fax, or regular or certified mail.

(b) If Metra terminates this Agreement other than for breach by Consultant, Metra agrees to pay Consultant, and Consultant agrees to accept as its sole remedy:

(I) if this is a fixed fee agreement, the unpaid percentage of the fixed fee specified above which is equal to the percentage of the total Work completed prior to the date of termination; or

(ii) if this is a cost-plus agreement, Consultant's unpaid costs obligated to date of termination, plus the remaining unpaid percentage of the fixed fee specified above which is equal to the percentage of the total Work completed prior to termination.

If Metra terminates this Agreement for breach by Consultant, Consultant shall be liable for all damages incurred by Metra, including but not limited to, incidental and consequential damages, and Metra's cost for having the Work completed by another contractor or with Metra's own employees. In addition, Metra expressly reserves all of its rights and remedies under law and equity for Consultant's breach.

8. ASSIGNMENT

This Agreement shall be binding on, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of Metra and Consultant. Any successor to Consultant under this Agreement must be approved in writing by Metra, which approval Metra may grant or deny in its sole discretion. Assignment of this Agreement by Consultant without the prior written approval of Metra is a breach of this Agreement. Any successor will be required to perform all terms, conditions, and requirements of this Agreement as a condition precedent to such succession. Consultant also must obtain prior written approval from Metra for any subcontract to this Agreement.

9. UNAVOIDABLE DELAY

If Consultant is delayed in the performance of the Work by a cause beyond its reasonable control, Consultant must immediately, upon receiving knowledge of such delay, give written notice to Metra and request an extension of time for performance or completion of the Work. Metra shall examine the request and determine if Consultant is entitled to an extension. Metra shall notify Consultant of the decision in writing and that decision shall be final and binding.

10. INSURANCE

Consultant shall maintain professional liability insurance specified in Exhibit ___ covering all claims whenever made, arising out of this Agreement or performance of the Work. Certificates of this insurance shall be furnished to Metra upon written request. Metra will not issue a Notice to Proceed under Section 4 until Metra has determined that the requirements of this Section 10 have been satisfied.

11. NON-COLLUSION

Consultant warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of Metra, or to any other Consultant, for the purpose of obtaining this Agreement.

12. PROHIBITED INTERESTS

No member, officer, or employee of Metra shall have any interest, direct or indirect, in this Agreement or its proceeds during his tenure.

13. INTERESTS OF MEMBERS OF CONGRESS

No member or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit arising from it.

14. EQUAL EMPLOYMENT OPPORTUNITY (STATE REQUIREMENT)

In the event of Consultant's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights ("Department"), Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois, or any of its political subdivisions, or municipal corporations; and the contract may be canceled or voided in whole or in part; and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Consultant agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate action to rectify such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Consultant's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If

any such labor organization or representative fails or refuses to cooperate with Consultant in its efforts to comply with such Act and rules and regulations, Consultant will promptly so notify the Department and Metra, and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or Metra, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

(6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of Metra and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor in the same manner as with other provisions of this Agreement. Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors, and further it will promptly notify Metra and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Consultant will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(8) That the Consultant will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Consultant's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

15. EQUAL EMPLOYMENT OPPORTUNITY (FEDERAL REQUIREMENT)

In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. NONDISCRIMINATION (FEDERAL REQUIREMENT)

During the performance of this Agreement, Consultant agrees as follows:

(1) Consultant will not discriminate against any employee, or applicant for employment because of race, creed, color, sex, marital status, religion, age, disability, national origin or ancestry, or an unfavorable discharge from military service. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following:

(2) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, marital status, age, disability, national origin or ancestry, or an unfavorable discharge from military service.

(3) Consultant will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in

part, and Consultant may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Consultant will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

17. DISADVANTAGED BUSINESS ENTERPRISE

In connection with the performance of the Work, Consultant will cooperate with Metra in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for any subcontract work under this Agreement.

18. RETENTION OF RECORDS

Consultant shall maintain records to show its time and costs, and shall submit monthly progress reports describing the portion of the Work already performed and anticipated during the coming time period. On 15 days notice from Metra, all time sheets, billings, and other documentation used in preparing said progress reports shall be made available for inspection, copying, and auditing by Metra at any time during normal business hours, at 547 West Jackson Boulevard, Chicago, Illinois 60661.

Consultant shall maintain, for a minimum of five (5) years without charge after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. Failure to maintain the books, records, and supporting documents required by this Section 18 shall establish a presumption in favor of Metra for the recovery of any funds paid

by Metra under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

19. AUDIT AND INSPECTION OF RECORDS

Consultant agrees to permit the authorized representatives of Metra or the Funding Agencies to inspect all work materials, payroll, and other data and records involving this Agreement, and to audit the books, records, and accounts involving this Agreement.

20. OWNERSHIP OF RECORDS

Metra shall retain ownership of all plans, specifications, related documents, computer disks, software, and all other work product, including, but not limited to, those mentioned above, prepared by Consultant in connection with the Work and this Agreement.

21. INDEMNIFICATION

Consultant hereby binds itself, its successors and assigns, to indemnify, defend, and hold harmless Metra and the Commuter Rail Division of the Regional Transportation Authority ("CRD") from all claims, loss, damages, or expenses (including reasonable attorney's fees) that arise out of an error, omission, or negligent act in the performance of the Work. Consultant hereby binds itself, its successors, and assigns, to indemnify, defend, and hold harmless Metra and the CRD from all claims, loss, damages, or expenses (including reasonable attorney's fees) for alleged infringement of United States letters patent, of the United States or state trademark laws, or of the United States or state copyright laws, arising from any material or design specified in, or supplied pursuant to, this Agreement.

22. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of the Work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts, and shall do so without additional compensation. In addition to any other rights and remedies Metra may have, Consultant shall be responsible for any damages incurred as a result of its errors, omissions, and/or negligent acts, and for any losses or cost of repair or remedy arising out of such errors, omissions, and/or negligent acts. The acceptance of the Work by Metra will not relieve the Consultant of the responsibility for subsequent correction of any such errors or omissions, or for clarification of any ambiguities. The obligations of this Section survive the termination of this Agreement.

23. COPYRIGHT AND RIGHTS IN DATA

This Agreement is subject to the FTA policy on Patent Rights and rights in data and copyrights as set forth in Part II of II of the FTA Grant Agreement between Metra and the FTA. Metra and the Funding Agencies reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes:

1. Any work developed under this Agreement irrespective of whether or not a copyright has been obtained; and

2. Any rights of copyright to which Metra or the Consultant purchased ownership rights through this Agreement.

24. COMPLIANCE WITH LAWS

Consultant hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of Illinois, Metra, and units of local government. Any contract executed in violation of the terms and conditions of law may be null and void as to Metra.

25. GOVERNING LAWS

This Agreement shall be interpreted under and governed by the laws of the State of Illinois, and the parties agree to be subject to the jurisdiction of the courts in Cook County.

26. HEADINGS

The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

27. APPROPRIATION OF FUNDS

If this Agreement is for a period of longer than one year, it is subject to the appropriation of funds by Metra's Board of Directors for each year beyond the first year of this Agreement.

28. CONFLICT OF INTEREST

No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of Metra and/or the Funding Agencies or authorized representative.

29. FEDERAL REQUIREMENTS

Pursuant to the applicable provisions of Metra's Master Agreement with the FTA, Metra gives notice to Consultant that Federal requirements may change, and the changed requirements will apply to this Agreement as required.

The Funding Agencies shall not be subject to any obligations or liabilities to Consultant or its subcontractors or any other person not a party to this Agreement.

30. STATE OF ILLINOIS GIFT BAN ACT

Consultant shall comply with the applicable provisions of the State of Illinois Gift Ban Act, 5 ILCS 425/1 et seq., and refrain from providing gifts to Metra's employees in violation of Metra's Gift Ban Policy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES RECITED BELOW:

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA	CONSULTANT
BY _____	BY _____
_____ PRINT NAME	_____ PRINT NAME
TITLE EXECUTIVE DIRECTOR	TITLE _____
ATTEST	ATTEST
BY _____ DATE	BY _____ DATE
TITLE ASSISTANT SECRETARY TO THE BOARD	TITLE _____

TAB APC 120 (NFA/FF)
Revised LB 9/22/10

EXHIBIT 1 C

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A METRA

METRA RFP NO. 03368

The Northeast Illinois Regional Commuter Railroad Corporation D/B/A Metra desires to obtain sealed proposals for the following project:

Provide the installation, configuration, training and maintenance of a new Human Resources Information System at Metra's Corporate Offices

BC3460-54220004 BE3658-54220004
MET 121

NOTE:

IF YOU HAVE QUESTIONS CONCERNING THE AVAILABILITY OF PROPOSALS, PLEASE CONTACT MS. LISA KENNEDY AT (312) 322-6673.

IF YOU HAVE TECHNICAL QUESTIONS ABOUT THE PROJECT PLEASE FAX E. Remus, METRA Professional Services/Contracts AT (312) 322-6619.

THE PRE-PROPOSAL CONFERENCE FOR THIS ACQUISITION WILL BE AT 9:00 A.M. ON August 20, 2003, 547 W. Jackson Blvd., Chicago, IL., in the 13th Floor Board Room.

If your firm has the necessary expertise in this field and is interested in receiving the detailed Request for Proposal, please direct a letter to Mr. E. Remus, C.P.M., Senior Contracting Agent, Metra, 547 West Jackson Boulevard, 11th Floor, Chicago, Illinois, 60661.

ALL PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS "NO LATER THAN" 10:00 A.M. ON September 16, 2003.

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION

D/B/A/METRA

SENIOR CONTRACTING AGENT: EDWARD H. REMUS, C.P.M.

Exhibit 1-D

AFFIDAVITS/CERTIFICATIONS FOR CONSULTANTS

FILL IN THE BLANKS AND SUBMIT THIS FORM WITH PROPOSAL.
HAVE APPLICABLE SIGNATURES NOTARIZED ON LAST PAGE.

STATE OF _____

COUNTY OF _____

The Undersigned represents that s/he is _____ ("Undersigned") the
(Print Name)

_____ of _____
(Print President or Other Proper Title) (Print Name of Entity)

("Company" or "Undersigned") and is authorized to attest on behalf of himself/herself and

_____, and states as follows:
(Print Name of Company)

A. PROHIBITED INTERESTS AND CONFLICTS OF INTEREST.

1. PUBLIC OFFICER PROHIBITED ACTIVITIES ACT AFFIDAVIT.

The Company is the proposer submitting this proposal and that the proposer is in compliance with provisions set forth in the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01, et seq., and to the best of its knowledge and belief, no person holding office, either by election or appointment under the laws or constitution of this State, is in any manner interested, either directly or indirectly, in his/her own name or in the name of any other person, association, trust, or corporation, in this contract or the performance of any work/services under this contract which such officer has been or may be called upon to act or vote.

2. METRA'S CONFLICTS OF INTEREST ORDINANCE.
Pursuant to 4.03 of Metra's Bidding Regulations:

Members of the Board, officers, and employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any contract or any direct pecuniary interest in any contract which will be wholly or partially performed by the payment of funds or the transfer of property of the Metra. Any firm, partnership, association, or corporation from which any member of the Board, officer, or employee of the Metra is entitled to receive more than seven and one half percent (7-1/2%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by payment of funds or the transfer of property of Metra.

Any firm, partnership, association, or corporation from which members of the Board, officers, employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are entitled to receive in the aggregate more than fifteen percent (15%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by the payment of funds or the transfer of property of Metra.

Board members and employees are prohibited from participating in the selection, award, or administration of a contract supported by Metra funds, federal funds, or any other grant funds if a real conflict of interest or, to his or her knowledge, an apparent conflict of interest would be involved. A real or apparent conflict of interest would arise when any of the following has an interest in the entity selected for award: (a) an employee, officer, board member, or agent; (b) any member of his or her immediate family (as listed above in the first paragraph); (c) his or her business partner; or (d) an organization that employs, or intends to employ, any of the above. "Apparent" is defined under this paragraph as being one in which a person is an officer or director of an entity, or has an interest in the ownership or profits of an entity, and such interest appears substantial to a reasonable person. "Interest" is defined under this paragraph as a direct or indirect entitlement to receive any of the entity's profits.

In addition, Undersigned states that no officer of Metra has represented, either as an agent or otherwise, the proposer with respect to this application or bid for contract. Finally, Undersigned states that to best of its knowledge and belief, no officer of Metra has received or been offered from any person on behalf of the proposer, either directly or indirectly, any money or other thing of value as a gift, bribe, or means of influencing any vote or action in any official's capacity. Furthermore, Undersigned certifies that, to the best of its knowledge, it is in compliance with Metra's Bidding Regulations and is unaware of any of the foregoing persons having an interest prohibited by Section 4.03 of the Bidding Regulations.

B. NON-COLLUSION AFFIDAVIT.

The Company is the proposer submitting this proposal and that such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such proposal is genuine and not collusive or a sham and that said proposer has not been a party to any agreement or collusion among bidders/proposers or prospective bidders/proposers in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or to refrain from proposing, and has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of Metra, or of any proposer or anyone else interested in the proposed contract.

C. CERTIFICATE FOR PROPOSAL.

As a part of its offer to contract for services to Metra, the Undersigned hereby certifies that neither the Company nor any of its principals are barred from proposing on the aforementioned contract as a result of a violation of either Section 33 E-3 or 33-4 of 720 ILCS 5/33 E.

D. CERTIFICATE OF DEBARMENT.

As the potential contractor for a primary contract, or subcontractor to a primary contractor for subcontracts over $100,000, the Undersigned certifies to the best of its knowledge and belief, the Company and its principals:

1. Are not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Debarred from federal contracts for violations of various public contracts incorporating labor standard provisions;

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government entity;

3. (a) have not been convicted under the laws of Illinois or any other state of bribery or attempting to bribe any government officer or employee or have made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct. No business shall be barred from contracting with Metra as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and: i) the business has been finally adjudicated not guilty; or ii) the business demonstrates to Metra, and Metra finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961. For purposes of this Subsection (a), when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct. Contractor hereby certifies that the contractor and its subcontractors are not barred from being awarded a contract or subcontract under this Section.

(b) are not convicted of a felony. No person or business shall do business with Metra from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. Contractor hereby certifies the the Contractor is not barred from being awarded a contract under this Section.

4. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (federal, state or local) for any reason; or

5. Have not, within a three-year period preceding this proposal, had one or more public transactions (federal, state or local) terminated for cause or default.

(If the Undersigned is unable to certify to any of the statements in this certification, the Undersigned shall attach an explanation).

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF THE FEDERAL FALSE CLAIMS ACT ARE APPLICABLE THERETO.

E. CERTIFICATION OF RESTRICTIONS ON LOBBYING.

This certification is required to be completed with the solicitation if the proposal exceeds $100,000.00. Failure to return this certification with the solicitation may result in a determination that the offer is non-responsive or non-responsible.

The Undersigned certifies to the best of its knowledge or 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 any 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 contact, the making of any federal grant, the making of an 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 or any 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 federal contact, 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 document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

F. REVOLVING DOOR PROHIBITION.

The Undersigned has reviewed its list of employees (and subcontractors) involved in this procurement and it has no knowledge of any former Metra employee being involved in the solicitation process in violation of Section 4.05 of Metra's Bidding Regulations.

Section 4.05 states that all Metra Board members and non-contract personnel in specified positions are expressly prohibited, for a period of one (1) year after terminating employment with Metra, from engaging in any procurement activity with Metra. A "specified position" is one that is non-contract, is held for a period of six (6) months preceding such termination, is at a Grade P12 or above (including M Grades), and is not merely clerical or ministerial in nature. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; or proposing bid, proposal, or contract documents on the part of the former employee or Board member, or in association with the former employee or Board member by or on behalf of any firm, partnership, association, or corporation affiliated with the former employee or Board member. The Undersigned certifies that the award and/or execution of a contract would not cause any violation of Section 4.05.

G. CONTINUING OBLIGATION TO INFORM METRA.

If Company acquires information after executing this certification that there may be an actual or apparent violation of any of the above Company shall promptly bring such information to the attention of Metra's procurement officer. Company shall thereafter cooperate with Metra's review and investigation of such information, and comply with any instruction it receives from Metra in regard to remedying the situation.

H. PENALTIES.

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 the Contract pursuant to Metra's regulations and 31 U.S.C. 1352. A Company who makes a false statement, materials to the certification, is subject to termination for cause. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. 3801, et seq., apply to this certification and disclosure.

_____

(Print) Name of Company

By: _____ Date: _____

Signature of Person Making Affidavit (Undersigned listed above)

_____

(Print) Title of Person Making Affidavit

NOTARIZE HERE

Subscribed and sworn to before me

this _____ day of _____ 20____.

_____

Notary Public

CERTAIN SUBCONTRACTOR SIGNATURES REQUIRED ON NEXT PAGE

Exhibit 1-D

SUBCONTRACTOR DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER $100,000 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF _____

COUNTY OF _____

The Undersigned represents that s/he is _____ ("Undersigned Subcontractor")
the (Print Name)

_____ of _____
(Print President or Other Proper Title) (Print Name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over $100,000, the Undersigned Subcontractor certifies to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
2. If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's procurement officer.
3. The provisions of Section H above are applicable.

_____
(Print) Name of Subcontractor Entity

By: _____ Date: _____
Signature of Person Making Affidavit (Undersigned listed above)

_____
(Print) Title of Person Making Affidavit

NOTARIZE HERE
Subscribed and sworn to before me
this _____ day of _____ 20____.

_____
Notary Public
C:\TEMP\rev.cert_affidavit.042503RFP.doc

METRA'S DISADVANTAGED BUSINESS ENTERPRISE

COMPLIANCE REQUIREMENTS

The Northeast Illinois Regional Commuter Railroad Corporation, d/b/a Metra, is required to take all necessary and reasonable steps to ensure non-discrimination in the award and administration of contracts. Therefore, the federal regulatory provisions of 49 C.F.R. Part 26 apply to this Contract.

The apparent sucessful proposer must submiit its Department of Human Rights Contract ID Number; proposers may obtain a DHR Contract ID Number from the Public Contracts Division, Illinois Department of Human Rights, 100 West Randolph Street, 10th Floor, Chicago, Illinois 60601 (312) 814-2431, (312) 814-2432, or access website: www.state.il.us/dhr.

CONTRACTOR ASSURANCE

The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

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

PROMPT PAYMENT

The Contractor agrees to pay each subcontractor for satisfactory performance of its subcontract no later than fifteen (15) calendar days from the receipt of such payment that the Contractor receives from metra. The Contractor agrees further to return funds it has retained to each subcontractor within fifteen (15) calendar days after the subcontractors work is satisfactorily completed. Any failure to comply with this Section will be in material breach of this Contract, and Metra reserves all its rights in law and equity for such breach. In addition, such breach will be taken into consideration for the Contractor's responsibility status for future contracts with Metra. This clause applies bo both DBE and non-DBE prime contractors and subcontractors. Metra reserves the right to review the certified payrolls fo: all contractors working on this Contract.

Metra reserves the right to review the certified payrolls for the Contractor and all contractors working on this Contract.

---ACTIVE---

CIVIL RIGHTS REQUIREMENTS (TITLE VI ASSURANCE):

The Contractor agrees to comply with and assures compliance by its sub-contractors at any tier with the following Civil Rights Requirements. The Contractor agrees to insure these requirements must be included within all contracts to its sub-contractors at any tier. Failure to implement or follow the provisions set forth in this Exhibit may result in the Contractor being placed in breach of the Contract terms and may result in Contract termination.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C.§ 2000d, section 303 of the Age Discrimnation Act of 1975, as amended, 42 U.S.C.§ 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C.§ 12132, and Federal transit Law 49 U.S.C.§ 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.§ 623, and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor 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 U.S.C.§ 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor 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.

Metra

EXHIBIT 1 G

NSULTANT INSURANCE REQUIREMEN

REQUISITION NUMBER 03368

HUMAN RESOURCES
SPECIFICATION NUMBER INFORMATION SYSTEM

e Consultant shall take out and maintain during the life of this contract, the following insurance as specified by the insertion of policy limits and such other insurance as the Northeast Illinois Regional Commuter Railroad Corporation D/B/A Metra/Metropolitan Rail may from time to time require.

TYPE OF COVERAGE	GENERAL POLICY HOLDER RATING OF A OR BETTER	FINANCIAL RATING OF ~~XII~~ VII OR BETTER As Published By Best's Key Rating Guide	AMOUNT REQUIRED
1. WORKERS' COMPENSATION Coverage A - Statutory Coverage B - $			$ 500,000.00 Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined) To also include the following coverages:			$ 2,500,000.00 Each Occurrence $ 5,000,000.00 Aggregate
3. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)			$ 1,000,000.00 Combined Single Limit
4. OWNER'S PROTECTIVE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)			$ N/A Each Occurrence $ N/A Aggregate
5. PROFESSIONAL LIABILITY			$ 2,000,000.00 Each Occurrence $ N/A Aggregate
6. RAILROAD PROTECTIVE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined) Excess of the Blanket Coverage			$ N/A Each Occurrence $ N/A Aggregate
7. OTHER INSURANCE			$ N/A Each Occurrence $ N/A Aggregate

Additional Insured shall be as follows: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA/METROPOLITAN RAIL AND THE COMMUTER RAIL DIVISION

The Consultant shall not commence work herein until he has obtained the required insurance and has received approval of such insurance by Metra. Certificates of insurance indicating amounts and coverages in force shall be furnished to insureds, within ten (10) calendar days after award of contract.

All policies are in effect at this time and will not be canceled, modified, limited or allowed to expire without renewal until 30 days written notice has been given to Metra. Such notice shall be sent by certified mail to Metra, care of the Risk Management Director, 14th Floor, 547 W. Jackson, Chicago, Illinois 60661.

The consultant's policy will insure all liabilities assumed by the contractor under the provisions of the Hold Harmless and Indemnity Clause contained in the contract.

EXHIBIT 1H

METRA RAILROAD CONSULTANT AND SUBCONTRACTORS SAFETY

Before entering Metra property or property owned by other railroads that are part of this contract, consultant and its subcontractors at any tier who meets the definition of a roadway worker shall cause its employees to comply with Metra's Safety Rules and General Procedures (or the applicable safety rules of the railroad where business is being conducted). If the consultant or its subcontractors will perform work on Metra trackage or trackage of another railroad conducting business for or on behalf of Metra (within 25 feet of Union Pacific & BNSF trackage), the consultant, it's employees and subcontractors at any tier must complete Metra's Contractors Orientation Safety Program located at "contractororientation.com" or the safety orientation of the railroad where business is being conducted. The web-master will charge an $11.00 fee for each of the consultant's and subcontractors' employees and will furnish a contractor orientation course completion card which must be carried at all times while on Metra's trackage or that of another railroad conducting business for or on behalf of Metra.

Notice

No consultant or subcontractor is permitted to work on or near Metra trackage (within 25 feet of Union Pacific & BNSF trackage) until the Metra or other railroads employee is present at the job site and the extended job briefing has been conducted.

Definition: Roadway Worker

Any employee of the railroad, or of a contractor to the railroad, whose duties include and who is engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or electric traction systems, or in the operation of roadway maintenance machinery on or near track, with the potential of fouling a track.

IN EMERGENCY
CALL METRA POLICE (312) 322-2800

EXHIBIT II

FEDERAL CLAUSES
TABLE OF CONTENTS

1	PARTIES AFFECTED
2	FALSE AND FRAUDULENT STATEMENTS AND CLAIMS
3	APPROVED EQUALS AND BRAND NAME
4	ENVIRONMENTAL REQUIREMENTS PROVISIONS
5	AUDIT
6	MINORITY BUSINESS ENTERPRISE
7	EMPLOYMENT
8	TERMINATION AND SUSPENSION (SEE CONTRACT EXHIBIT)
9	INTEREST OF MEMBERS OF CONGRESS
10	PROHIBITED INTEREST
11	FINANCIAL ASSISTANCE CONTRACT
12	INELIGIBLE CONTRACTORS AND SUBCONTRACTORS
13	CONTRACT CHANGES
14	INTENTIONALLY OMITTED
15	COPYRIGHT AND RIGHTS IN DATA
16	REQUIRED IN BIDDING REQUIREMENTS
17	ENERGY CONSERVATION
18	CHANGING REQUIREMENTS
19	REPORTING, RECORD RETENTION AND ACCESS (SEE CONTRACT EXHIBIT)
20	PATENT RIGHTS
21	CONTRACT HOURS AND SAFETY STANDARDS ACT
22	SUBSTANCE ABUSE
23	PRIVACY ACT
24	PREFERENCE FOR RECYCLED PRODUCTS
25	EMPLOYEE PROTECTIONS

U. S. Department of Transportation
Federal Transit Administration
("FTA") and Illinois Department of
Transportation ("IDOT") Addendum
For Material Procurement

1. Parties Affected.

The Contractor agrees to take appropriate measures to ensure that its firm, employees, any subcontractors or any additional parties contracted for work as a result of this Contract will be responsible for compliance with any *applicable* federal and state requirements described in this contract. The term "Contractor" shall mean "Vendor."

2. False or Fraudulent Statements or Claims.

The Contractor recognized that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. part 3801 et seq and US DOT regulation 49 C.F.R. Part 31 apply to its action pertaining to this Contract. Accordingly, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the federal government deems appropriate. If applicable, the federal government reserves the right to impose on the Contractor the penalties of 18 U.S.C. Part 1001 and 49 U.S.C. Part No. 5307 (n) (1), to the extent the federal government deems appropriate.

3. Approved Equals and Brand Names.

Where a feature, component, or item is specified by brand name in the specifications, the words "or approved equal" are implied. All approvals and request for approvals of proposed approved equals must be in writing. Specification by brand name of components or equipment in the specification shall not relieve Contractor from its responsibility to design and construct the Equipment and perform the work in accordance with the general performance requirements of the specifications and these general provisions.

4. Environmental Requirements.

The Contractor recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to the project. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy act of 1969, as amended, 42 U.S.C. § 4321 et seq; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq; and scattered sections of 29 U.S.C.; the Clean Water Act, as

amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, FHWA and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the project. Thus, the Contractor agrees to adhere to, and impose on its subcontractors and any other parties at any tier, any such federal requirements as the federal government may now or in the future promulgate that is applicable to this project. Listed below are requirements of particular concern to FTA, Metra and the Contractor. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all federal environmental and resource conservation requirements.

a. Environmental Protection.

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et esq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

b. Air Quality.

The Contractor agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically:

(a) The Contractor agrees to comply with all applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Project Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act, "40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans."40 C.F.R. Part 93. To support the requisite air quality conformity finding for the project, the Contractor agrees to implement each air quality mitigation and control measure incorporated in the project. The Contractor agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the project described in the SIP.

(2) The Contractor agrees to comply with, and assures compliance by its subcontractors at any tier, with these requirements resulting from the project. The Contractor will report any violation by its own employees and subcontractors at any tier, that may result in any violation of these requirements to Metra, the FTA, and to the appropriate U.S. EPA Regional Office.

c. Clean Water.

The Contractor Agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

(2) The Contractor agrees to comply with, and assures compliance by its subcontractors at any tier, with these requirements resulting from the project. The Contractor will report any violation by its own employees and subcontractors at any tier, that may result in any violation of these requirements to the FTA, Metra, and to the appropriate U.S. EPA Regional Office.

5. Audit.

Contractor shall permit the authorized representatives of either Metra, RTA, IDOT, U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of Contractor relating to its performance under the Contract.

6. Disadvantage Business Enterprise ("DBE").

A. Contractor must take all such action as may be necessary and reasonable to assure that disadvantaged business enterprises have an equitable opportunity to compete in all subcontracting activities and shall cooperate with Metra in its program for the participation of disadvantaged enterprises in Metra procurements.

B. U.S. Department of Transportation Regulations. Each Contractor shall agree to abide by the statements in subparagraphs (1) and (2) below.

(1) Policy: It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with federal funds under this

Contract. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Contract.

(2) DBE Obligation: The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts finances in whole or in part with federal funds provided under this Contract. In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform Contracts. Contractors shall not discriminate on the basis of race, religion, color, sex, national origin, age, or disability in the award and performance of DOT-assigned Contracts.

7. Employment.

A. Equal Employment Opportunity and Fair Employment Practices. In connection with the execution and performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. U.S. Department of Transportation Regulations. Contractor for itself, its assignees and successors in interests, agrees that it will comply with the following regulation:

(1) Compliance with Regulations. Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of federal regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

(2) Nondiscrimination. Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts (including Procurements of Materials and Equipment). In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under the Contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

(4) Information and Reports. Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Metra or FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish said information, Contractor shall so certify to Metra or FTA, as appropriate, and shall set forth what efforts it has made to obtain said information.

(5) Sanctions for Noncompliance. In the event Contractor's noncompliance with the nondiscrimination provisions of this Contract, Metra shall impose such Contract sanctions as it or FTA may determine to be appropriate including, but not limited to:

(a) Withholding of payments to Contractor under this Contract until Contractor complies, and/or

(b) Cancellation, termination or suspension of this Contract, in whole or in part.

(6) Incorporation of Provisions. Contractor shall include the of paragraphs (1) through (6) of this Section 5.C in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant hereto. Contractor shall take such action with respect to any subcontract or procurement as Metra or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request Metra to enter into such litigation to protect the interest of Metra, and in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. Equal Employment Opportunity - FEPC. Contractor shall comply with, and assure that each subcontractor complies with the following regulations of the Illinois Human Rights Commission:

(1) In the event of the Contractor's noncompliance with any provision of this Equal Opportunity Clause, the Illinois Human rights Act or the Illinois Human Rights Commission's Rules and Regulations, the Contractor may be declared nonresponsible and therefore ineligible for future Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by stature or regulation. During the performance of this Contract, the Contractor agrees as follows:

(a) That it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.

(b) That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, religion, color, sex, national origin, age; disability or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Commission's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Human Rights Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) That it will submit reports as required by the Illinois Human Rights Commission's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Commission or the Contracting Agency, and in all respects comply with the Illinois Human Rights Act and the Commission's Rules and Regulations.

(f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Human Rights Act and the Commission's Rules and Regulations.

(g) That will include verbatim or by reference the provisions of paragraphs (a) through (g) of this clause in every performance subcontract as defined in Section 1.1 (17 (a) of the Commission's Rules and Regulations so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs (a), (e), (f) and (g) in every supply subcontract as defined in Section 1.1 (17) (a) of the Commission's Rules and Regulations so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors and further it will promptly notify the contracting agency and the Illinois Human Rights Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(2) Each Contractor and subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in Section 6.1 of these Rules and Regulations in each of its subcontracts verbatim or by reference so that provisions of Paragraphs (a) through (g) of said clause will be binding upon subcontractors of every tier, provided, however, that only paragraphs (a), (e), (f) and (g) need be included in every subcontract as defined in Section 1.1 (17) (a) of these Rules and Regulations.

8. Termination and Suspension. (See the Contract Exhibit).

9. Interest of Members of Congress.

No member of or delegate to the Congress of the United States nor any member or delegate to the Illinois General Assembly shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

10. Prohibited Interest.

No member, officer or employee of Metra or of a local public body with financial interest or control in this Contract during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect in this Contract or the proceeds thereof.

11. Financial Assistance Contract.

This Contract is subject to the provisions of the financial assistance Contracts between Metra and other sponsoring agencies which are identified in the Request for Proposals as FTA and IDOT.

12. Ineligible Contractors and Subcontractors.

Any name appearing upon the Controller General of the United States' list of ineligible Contractors for federally financed and assisted construction shall not be eligible to act as a Contractor or as a subcontractor for the Contractor pursuant to this Contract. In the event Metra determines the Contractor or a subcontractor is currently ineligible or becomes ineligible after Contract award, this Contract may be cancelled, terminated or suspended by Metra.

13. Contract Changes. Any proposed change in the Contract shall be submitted in writing to Metra for its prior approval.

14. Intentionally Omitted.

15. Copyright and Rights in Data. To the extend applicable and pursuant to Section 18 of the October 1, 2001 Master Agreement ("MA(8)") entered into between Customer and the Federal Transit Administration, Vendor agrees to provide to the federal government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes the "subject date" as set forth in Master Agreement. As set forth in the Master Agreement, "for federal government purposes," means use only for the direct purposes of the federal government. In addition, the federal government may not provide or otherwise extend to other parties, without the copyright owner's consent, the federal government's license to: (1) Any subject data developed under a grant agreement, or under a third party contract or subagreement financed by a grant agreement or cooperative agreement, whether or not a copyright has been obtained; and (2) Any rights of copyright to which Metra or a third party contractor purchases ownership with federal assistance.

16. Required in Bidding Requirements

A. In the event a single bid is received, Metra will conduct a price and/or cost analysis of the bid. A price analysis is the process of examining the bid and evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurements will be based on an

established or competitive price of the elements used in the comparison. The comparison will be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis will be made of this difference and costs attached hereto.

B. Where it is impossible to obtain a valid price analysis, it may be necessary for Metra to conduct a cost analysis of the bid price with the bidder's full cooperation.

C. The price and/or cost analysis will be made by competent and experienced auditors or price analysts. An engineer's estimate or comparison of the prices involved is insufficient.

17. Energy Conservation.

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).

18. Changing Requirements.

To achieve compliance with changing federal, state and local requirements, Contractor is to recognize that the requirements may change and the changed requirements will apply to this project as required, unless the federal, state and/or local government determines otherwise.

19. Reporting Record Retention and Access. (See Contract Exhibit).

20. Patent Rights.

If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United Stated of America or any foreign country, the Contractor will notify Metra immediately and provide a detailed written report of same.

In addition, unless the federal government makes a contrary determination in writing, the rights and responsibilities of the Contractor, Metra and the federal government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable federal laws, regulation, including any waivers thereof. Unless specified otherwise, the Contractor agrees it will transit to the FTA those rights due the federal government in any invention resulting from the Contracts described in the U.S. Dept. of Commerce's Regulation, No. 37 C.F.R. Part 401.

21. Contract Hours and Safety Standards Act.

The Contractor agrees to comply and assure compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Parts 327 through 333; and implements and complies with U.S. Department of Labor Regulation 29 C.F.R. Part 5; 29 C.F.R. Part 1926.

22. Substance Abuse.

To the extent the Contractor, subcontractor, or any party contracted for work as a result of this Contract performs a safety sensitive function, it agrees to comply with, and assures its employees comply with the requirements of 49 U.S.C. Part 5331 and 49 C.F.R. Part 653 for Drug Abuse. To the extent the Contractor, subcontractor, or any party contracted for work as a result of this Contract performs a safety sensitive functions, it agrees to comply with, and assures its employees comply with the requirements of 49 U.S.C. Part 5331, 49 C.F.R. Part 654 for Alcohol Abuse.

23. Privacy Act.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the federal government and Metra under any Contract.

a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. The Contractor agrees to obtain the express consent of the federal government and Metra before the Contractor or its employee operate a system of records on behalf of the federal government and Metra. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract or purchase order.

b. The Contractor agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government and Metra Financed in whole or in part with financial assistance provided by either FTA or Metra.

24. Preference for Recycled Products.

If specified by Metra in the IFB or RFP, and to the extent practicable and economically feasible, Metra agrees to accept by competitive preference, products and services that conserve natural resources, protect the environment and that are energy efficient. Examples of such products may include, but are not limited to products described in the U.S. Environmental Protection Agency guidelines at 40 C.F.R. parts 247-253, which

implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962.

25. Employee Protections.

The Contractor agrees to comply with and assures compliance by its sub-contractors at any tier, with applicable employee protection requirements for employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §327 through 332, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Contracts (also Labor Standard Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 C.F.R. Part 5.

Metra℠
The way to really fly

PU-06-RC
EXHIBIT VIII

TO: Board of Directors **DATE:** December 14, 2012

FROM: Alex Clifford
Chief Executive Officer

SUBJECT: Professional Services Contract for Federal Transit Administration ("FTA") Circular 4220.1F Procurement Assessment Consulting Services

ACTION: Approve Recommendation for Metra RFP No. 49109A

RECOMMENDATION

Authorize the Executive Director/CEO to execute a Professional Services Contract (S22611) with Charles F. Kalb, Jr. to provide FTA Circular 4220.1F Procurement Assessment Consulting Services for Metra in response to RFP No. 49109A. The contract term is for nine months, and the contract amount is $172,371.00.

BACKGROUND

Metra is seeking to contract for FTA Circular 4220.1F Consulting Services to assess procurement policies and procedures and design a training program with the intention of improving Metra personnel's understanding of, and compliance with, various federal grant requirements, including those of the United States Department of Transportation, and Federal Transit Administration Regulations (FTA Circular 4220.1F). The FTA Circular 4220.1F provides the guidance that Metra must follow when using Federal funds when issuing third party contracts and purchase orders.

Metra's objective is to enhance its staff's compliance with FTA Circular 4220.1F by expanding the knowledge of specified managers and personnel who have been tasked with understanding and complying with federal third party contracting requirements.

To accomplish this objective, Metra seeks to obtain consulting services from an individual or firm appropriately equipped to perform accurate, complete, and relevant analyses and evaluations ("Assessment") to identify Metra's policy and procedure gaps, establish staff training requirements that appropriately addresses those gaps with input from Metra, and design a training program that fulfills those requirements.

DISCUSSION

In June 2012, Metra published an RFP seeking qualified individuals or consulting firms to provide FTA Circular 4220.1F Procurement Assessment Consulting Services for Metra. This firm would provide the following services to Metra:

- Analyze and evaluate Metra's current Policies and Procedures ("P&P").

- Identify Metra's areas of insufficiency and potential gaps based on the firm's thorough understanding of FTA Circular 4220.1F, FTA Best Practices Procurement Manual, FTA's 2010 Metra Procurement System Review (PSR), and Metra's Corrective Action Responses to Current Practices.
- Produce an Assessment Report documenting the Assessment's findings, including areas of insufficiency and potential gaps in Metra's P&P.
- Establish or enhance Metra's compliance with FTA Circular 4220.1F, FTA Best Practices Procurement Manual, FTA's 2010 Metra Procurement System Review (PSR), and Metra's Corrective Action Responses to Current Practices.
- Utilizing Metra's feedback on the aforementioned Assessment Report, assess staff training requirements needed to establish or enhance Metra's compliance with FTA Regulations and Procurement Best Practices.
- Produce a Training Program that documents Metra staff training requirements.
- Provide a comprehensive plan for implementing the aforementioned training requirements tailored to Metra's needs.
- Rewrite, where necessary, Metra's Policy and Procedures Manual to meet FTA requirements.
- Conduct an assessment of Metra's compliance with FTA federal program requirements that are likely to be reviewed as part of an FTA Triennial Review.
- Develop a corrective action plan based on any identified areas in need of improvement resulting from the compliance assessment of FTA Triennial Review topics.
- Assist Metra in implementing improvements as requested.
- Develop a training and resource plan/program to support on-going compliance with the FTA Triennial Review areas.

The General Administration Department, which has primary oversight for this contract, formed the Evaluation Committee ("Committee") to evaluate the proposals. The Committee consisted of Paul Kisielius, Geoffrey Urban, and Lynnette Ciavarella. Each member of the Committee signed the Conflicts Certification stating that they have no real or apparent conflicts of interest in evaluating these proposals.

FISCAL IMPACT

Metra will fund this contract through 100% operating funds in Organization Code 1460 under Professional Services, 38815500. The funding has been programmed into the 2013 budget exclusively for this contract.

PROPOSAL EVALUATION PROCESS

Bid solicitations were emailed to 156 firms registered for the commodities "Operations Improvement, Organization Consulting, and Education Services" in Metra's Email Marketing Director Database. Vendors can request to be entered into this database; however, for any specific solicitation, not all registered vendors will qualify to submit bids. Because not all of the solicited vendors can provide FTA 4220.1F Procurement Assessment Consulting Services, solicitations were also mailed to 11 of the vendors known or considered more likely to provide these services. Three vendors responded, and one of them has previously transacted business with Metra. The three proposals were received from the following firms: Charles F. Kalb, Jr., Robin Stevens Consulting, Ltd., and KPMG LLP.

The Committee used a predetermined scoring process to evaluate and score the proposals. The evaluations were based on the following criteria in order of relative importance: 1) Consultant's Plan and Detail on How it Will Address the Scope of Services, 2) Proposer's Demonstrated Experience and Ability, 3) Cost Proposal, 4) Commitment of Resources, (5) Familiarity with Public Entities, and (6) References.

Based on the aforementioned criteria, the scores of the proposals were as follows: Charles F. Kalb, Jr. (84 points), Robin Stevens Consulting, Ltd. (65 points), and KPMG LLP (55 points). The highest score a proposal could receive was 100 points.

All proposers were interviewed. Thereafter, through the same method as described above, the Committee then met to re-score the proposals and determined the scores of each proposal as follows: Charles F. Kalb, Jr. (86 points), Robin Stevens Consulting, Ltd., (74 points), and KPMG LLP (55 points). The highest score a proposal could receive was 100 points. (See Attachment A.)

Based upon the process outlined above, the Committee recommends the award of a contract, under RFP No. 49109A, for FTA Circular 4220.1F Procurement Assessment Consulting Services for Metra, to Charles F. Kalb, Jr. for a period of nine months, in an amount of $172,371.00.

ALTERNATIVES

Failure to award this contract would forego achieving the following goals: 1) Enhancing Metra personnel's understanding of, and compliance with, various federal grant conditions, including those of the United States Department of Transportation, and FTA Circular 4220.1F; 2) Receiving a Training Program designed specifically for Metra that can be used for current employees as well as for future employees who are new or unfamiliar to the procurement process; 3) Preparing Metra for future Triennial Reviews by conducting a "mock" Triennial Review; and 4) Receiving rewritten Procurement Procedures, where necessary, to strengthen the application of the FTA Circular 4220.1F processes into Metra's procedures.

NEXT STEPS

After Board approval, the contract will be submitted to the Executive Director/CEO for his execution. After execution, the required Insurance Certificates will be requested.

ATTACHMENTS

A. Consensus Scoring
B. Summary of Metra Request for Proposal Procurement
C. Procurement History

Prepared by: Geoffrey Urban, Senior Director, Materials Management
Steve Bauman, Professional Services Coordinator

Score Sheet for Metra Request for Proposal No. 49109A
Federal Transit Administration ("FTA") Circular 4220.1F
Procurement Assessment Consulting Services

Category	Maximum Score	Charles F. Kalb, Jr.	Robin Stevens Consulting, Ltd.	KPMG LLP
Consultant's Plan and Detail on How it Will Address the Scope of Services	25	23	25	11
Proposer's Demonstrated Experience and Ability	25	23	21	12
Cost Proposal	20	10	5	20
Commitment of Resources, Qualifications, and Experience of Assigned Staff	10	10	8	6
Familiarity with Public Entities	10	10	10	1
References	10	10	5	5
Total Score	100	86	74	55

Procurement Assessment Consulting Services
RFP # 49109A
Evaluation Worksheet

Date Evaluated: _____

Completed By: _____

			Points	Firm 1	Firm 2	Firm 3	Firm 4	Firm 5	Firm 6
		Proposal Totals	**Max. 100**						
1.		**Consultant's Plan and Detail on How It Will Address the Scope of Services**							
	a	Demonstrated understanding of the Scope of Work in the RFP including quality and completeness	1-5-10						
	b	Description of work plan and methodologies; Completeness of outline on deliverables.	1-5-10						
	c.	Proposer's compliance with all RFP terms and conditions.	1-3-5						
		Subtotals	**Max. 25**						
2.		**Proposer's Demonstrated Experience and Ability**							
	a.	Experience in prior Assessments and Procurement Procedures regarding FTA Circular 4220.1F	1-5-10						
	b.	Experience in Training Program Development	1-3-5						
	c.	Experience in specification design, business process and requirements analysis activities	1-3-5						
	d.	Ability to take on this project with current workload. Past ability to deliver projects in timely basis.	1-3-5						
		Subtotals	**Max. 25**						
3.		**Cost Proposal**							
	a.		5 -10 -15-20						
		Subtotals	**Max. 20**						
4.		**Commitment of Resources, Qualifications, and Experience of Assigned Staff**							
	a.	Competency and Availablility of professional personnel for the duration of project	1-3-5						
	b.	Project experience in analysis and design of procurement systems in Transit/Public Sector	1-3-5						
		Subtotals	**Max. 10**						
5.		**Familiarity with Public Entities**							
	a.	Shown Experience in prior Assessments and Procurement Procedures regarding FTA Circular 4220.1F relative to Public Entities	1-5-10						
		Subtotals	**Max. 10**						
6.		**References**							
	a.	Verifiable customer reference of performing work within project scope.	1-5-10						
		Subtotals	**Max. 10**						
		TOTAL:	**Max. 100**						

Procurement Assessment Consulting Services

RFP # 49109A

Points	Proposal Evaluation Criteria Point Assignments	
Total	100	
1. Consultants Plan and Detail on How it Will Address the Scope of Services		
Maximum Points	25	
a. Demonstrated Understanding of the Scope of Work in the RFP including Quality and Completeness		
Minimal	1	Proposer approach is of low quality, being poorly organized, and does not adequately address the scope of services. Proposal takes significant exceptions to the RFP and doesn't provide alternate approaches that add value.
Present	5	Proposed approach addresses the scope of work; however, there are gaps in the treatment of the scope requirements. Proposal takes minor exceptions to the RFP and represent alternative approaches that do not align with the longer-term roadmap or are not in the best interest of Metra.
Extensive	10	Proposed approach is of high quality being thorough, well organized, and completely address the scope of services. Proposal takes no exceptions to the RFP or provides alternate approaches that add value.
b. Description of Work Plan and Methodologies; Completeness of Outline on Deliverables.		
Minimal	1	Work plan or description of methodology not present or incomplete.
Present	5	Work plan and description of methodology present and cover most work scope items.
Extensive	10	Work plan and description of methodology very detailed and meet all work scope items.
c. Proposer's Compliance with all RFP Terms and Conditions.		
Minimal	1	Proposer has provided poor compliance with RFP terms and conditions. Considerable exeception taken.
Present	3	Proposer has met compliance with most RFP terms and conditions. Exceptions are minor in significance.
Extensive	5	Proposer has met and is in compliance with all RFP terms and condtions. No exceptions are taken.

Procurement Assessment Consulting Services
RFP # 49109A

2.	**Proposer's Demonstrated Experience and Ability** Maximum Points 25		
a.	**Experience in prior Assessment and Procurement Procedures regarding FTA Circular 4220.1F**		
	Minimal	1	Proposer does not have the experience or has minimal knowledge necessary to perform the required services.
	Present	5	Proposer has average knowledge, experience or ability to providing the required services.
	Extensive	10	Proposer has superior knowledge and experience in Program Assessment and Procurement Procedures.
b.	**Experience in Training Program Development**		
	Minimal	1	Not obvious if Proposer and staff assigned has experience in program assessments, development and procurement procedures.
	Present	3	Clear that Proposer and staff assigned has experience in program assessments, development and procurement procedures.
	Extensive	5	Proposer has superior knowledge and experience in program assessments, development and Procurement Procedures.
c.	**Experience in specification design, business process and requirements analysis activities**		
	Minimal	1	Not obvious if Proposer and staff assigned has experience in Design, Business Process and Requirements Analysis.
	Present	3	Clear that Proposer and staff assigned has experience in Design, Business Process and Requirements Analysis.
	Extensive	5	Clear that Proposer and staff has significant experience in Design, Business Process and Requirements Analysis.
d.	**Ability to take on this Project with Firms current work load. Past ability to deliver projects in a timely basis.**		
	Minimal	1	Not obvious that Proposer will be able to take on work load, or has demonstrated past abililty to deliver projects on a timely basis.
	Present	3	Clear that Proposer will be able to take on workload and has demonstrated past ability to deliver projects on a timely basis.
	Extensive	5	Clear that Proposer will be able to take on all workloads and has demonstrated significant past ability to deliver projects on a timely basis.
3.	**Cost Proposal** Maximum Points 20		
a.			
		20	Lowest proposed cost
		15	Less than 125% of lowest proposed cost
		10	Less than 150% of lowest proposed cost
		5	Greater than 150% of lowest proposed cost

Procurement Assessment Consulting Services
RFP # 49109A

4. Commitment of Resources, Qualifications, and Experience of Assigned Staff			
	Maximum Points	10	
a. Competency and Availability of professional personnel for the duration of project			
	Minimal	1	Not obvious if Proposer and staff assigned has experience or will be available for the duration of the Project.
	Present	3	Clear that Proposer and staff assigned has experience and will be available for the duration of the Project.
	Extensive	5	Clear that Proposer and staff has significant experience and will be available for the duration of the Project.
b. Project Experience in Analysis and Design of procurement Systems in Transit/Public Sector			
	Minimal	1	Proposer is unable to provide references of performing the same or similar scope of services, or the references indicate that the Proposer's performance was not of high quality. Proposer has little or no experience in mass transit or public sector organizations.
	Present	3	References indicate that the Proposer has some experience with engagements of a similar scope or magnitude, but that the Proposer's performance did not distinguish itself. Proposer has less than 5 year but greater than 2 years of experience in mass transit or public sector organizations.
	Extensive	5	Proposer has multiple references from other firms indicating that they have provided the same scope of services of a similar magnitude and of high quality. Proposer has more than 5 years experience in mass transit or public sector organizations.
5. Familiarity with Public Entities			
	Maximum Points	10	
a.			
	Poor	1	Proposer has provided inadquate information to displaying their firm's prior Assessment experience. Proposer has not provided sufficient information displaying procurement procedure understanding and supportive relation with the FTA Circular 4220.1F.
	Complete	5	Proposer has provided adquate information to display their firm's prior Assessment experience. Proposer has provided some information displaying procurement procedure understanding and supportive relation with the FTA Circular 4220.1F.
	Exceptional	10	Proposer has clearly provided significant information to display their firm's prior Assessment experience. Proposer has provided substantial information displaying procurement procedure understanding and supportive relation with the FTA Circular 4220.1F.
6. References			
	Maximum Points	10	
a. Verifiable customer reference of performing work within project scope			
	Poor	1	Proposer has not provided sufficent references or ones that support having performed similar work. References indicate that the Proposer's performance was not of high quality.Proposer has provided inadquate information to describe their firm and years in business.
	Complete	5	Proposer has provided references that indicate they have some experience with engagements of a similar scope or magnitude, but that the Proposer's performance did not distinguish itself.Proposer has adequately described their firm and years in business.
	Exceptional	10	Proposer has supplied multiple references that clearly indicate they have performed the same scope of services of a similar magnitude and of high quality for multiple customers.Proposer has clearly provided information to describe their firm and years in business.

ATTACHMENT B

SUMMARY OF METRA REQUEST FOR PROPOSAL PROCUREMENT				
Award To: Charles F. Kalb, Jr., located in Redwood City, CA			**Amount:** $172,371.00 (Not-to-Exceed)	
Procurement of: FTA Circular 4220.1F Procurement Assessment Consulting Services for Metra			**Purchase Order/Contract No.:** S22611	
Proposal Expiration Date: 2/4/13	**Funding Source:** 001460-38815500	Operating	**RFP No.:** 49109a	**Lead:** P. Kisielius
				Responsible Dept.: General Administration
Proposal Due Date: 8/8/12	**Public Notice Date:**	6/26/12	**Publication:** Chicago Sun-Times	
Duration: Nine months	**Quantity:** 1 Service	**Unit Cost:** $172,371.00	**Date Prepared:** 11/7/12	
			Prior Expenditures: N/A	

DBE Goal: No DBE goal due to a specialized procurement. No IL UCP DBEs identified to provide this type of service.

Action:

Award a professional services contract to Charles F. Kalb, Jr. to provide FTA Circular 4220.1F Procurement Assessment Consulting Services for Metra.

This contract is exempt from public bidding pursuant to Metra Ordinance No. NIRC 12-01, effective May 1, 2012, Section 2.03, Paragraph (g) because the contract is for the acquisition of professional services or utility services. "Professional Services" are services the quality and reliability of which depend in substantial part upon the individual skills, training, experience, or ability of the person rendering such service.

Background:

This contract covers an award to provide FTA Circular 4220.1F Procurement Assessment Consulting Services for Metra for a nine-month period. This award includes, but is not limited to, the following services: (1) Provide Federal Transit Administration (FTA) Circular 4220.1F Procurement Assessment Consulting Services, (2) Rewrite Metra's Policies and Procedures, (3) Provide a Compliance Assessment of Triennial Review Areas, and (4) Develop a Training and Resource Plan/Program Connected to the Compliance Assessment of Triennial Review Areas.

Proposal Tabulation:

Bid solicitations were emailed to 156 firms registered for the commodities "Operations Improvement, Organization ısulting, and Education Services" in Metra's Email Marketing Director Database. Vendors can request to be entered ....o this database; however, for any specific solicitation, not all registered vendors will qualify to submit bids. Because not all of the solicited vendors can provide FTA 4220.1F Procurement Assessment Consulting Services, solicitations were also mailed to 11 of the vendors known or considered more likely to provide these services. Three vendors responded, and

one of them has previously transacted business with Metra. The three proposals received are summarized below:

Proposers:

Charles F. Kalb, Jr.
Robin Stevens Consulting, Ltd.
KPMG LLP

Proposal Analysis:

Charles F. Kalb, Jr., the highest ranking proposer for this contract covering the services listed herein, was chosen because its proposal and presentation demonstrated the expertise, experience, and other factors necessary to assure successful completion of the service.

ATTACHMENT C

BOARD REPORT
PROCUREMENT HISTORY

A. Background on Contractor

Charles F. Kalb, Jr. has over 40 years successful experience in managing large, complex organizations demonstrating strong skills in Transportation and Fleet Management, Procurement and Contract Administration, Training, Materials and Distribution, Maintenance, Financial Planning, and Manufacturing Management. He has developed and presented seminars in writing scopes of work, risk management, FTA Procurement System Review (PSR) findings, energy price risk management, and rolling stock procurement.

B. Procurement Background

Metra is seeking to contract for FTA Circular 4220.1F Consulting Services to assess procurement policies and procedures and design a training program with the intention of improving Metra personnel's understanding of, and compliance with, various federal grant conditions, including those of the United States Department of Transportation, and Federal Transit Administration regulations (FTA Circular 4220.1F).

Metra's objective is to enhance its staff's compliance with FTA Circular 4220.1F by expanding the knowledge of specified managers and personnel who have been tasked with understanding and complying with federal third party contracting requirements.

To accomplish this objective, Metra seeks to obtain consulting services from an individual or firm appropriately equipped to perform accurate, complete and relevant analyses and evaluations ("Assessment") to identify Metra's policy and procedure gaps, establish staff training requirements that appropriately addresses those gaps with input from Metra, and design a training program that fulfills those requirements.

C. DBE Goal

No DBE goal due to a specialized procurement. No IL UCP DBEs identified to provide this type of service.

D. Evaluation Criteria

Bid solicitations were emailed to 156 firms registered for the commodities "Operations Improvement, Organization Consulting, and Education Services" in Metra's Email Marketing Director Database. Vendors can request to be entered into this database; however, for any specific solicitation, not all registered vendors will qualify to submit bids. Because not all of the solicited vendors can provide FTA 4220.1F Procurement Assessment Consulting Services, solicitations were also mailed to 11 of the vendors known or considered more likely to provide these services. Three vendors responded, and one of them has

previously transacted business with Metra. The three proposals were received from the following firms: Charles F. Kalb, Jr., Robin Stevens Consulting, Ltd., and KPMG LLP.

The Committee used a predetermined scoring process to evaluate and score the proposals. The evaluations were based on the following criteria in order of relative importance: 1) Consultant's Plan and Detail on How it Will Address the Scope of Services, 2) Proposer's Demonstrated Experience and Ability, 3) Cost Proposal, 4) Commitment of Resources, 5) Familiarity with Public Entities, and 6) References.

Based on the aforementioned criteria, the scores of the proposals were as follows: Charles F. Kalb, Jr. (84 points), Robin Stevens Consulting, Ltd. (65 points), and KPMG LLP (55 points). The highest score a proposal could receive was 100 points.

All proposers were interviewed. Thereafter, through the same method as described above, the Committee then met to re-score the proposals and determined the scores of each proposal as follows: Charles F. Kalb, Jr. (86 points), Robin Stevens Consulting, Ltd., (74 points), and KPMG LLP (55 points). The highest score a proposal could receive was 100 points. (See Attachment A.)

Based upon the process outlined above, the Committee recommends award of a contract, under RFP No. 49109A, for FTA Circular 4220.1F Procurement Assessment Consulting Services for Metra to Charles F. Kalb, Jr. for a period of nine months, in an amount of $172,371.00.

E. Cost/Price Analysis

Charles F. Kalb, Jr.'s proposed price to provide FTA Circular 4220.1F Procurement Assessment Consulting Services for Metra is 8.1% less than the Independent Cost Estimate. Therefore, the price to perform these services appears to be fair and reasonable.

Responsibility Determination Form

PU-06-RC
EXHIBIT IX

Date: _____

IFB No.: _____

Vendor: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

1. Appropriate financial, equipment facility, and personnel:

   Acceptable: Yes / No
   Repeat Vendor: Yes / No
   Perform an Internet Search: Yes / No

   Comment: _____
   _____
   _____

2. Ability to meet delivery schedule:

   Acceptable: Yes / No
   Repeat Vendor that has met delivery schedules in the past: Yes / No
   Able to meet delivery required on the purchase requisition: Yes / No

   Comment: _____
   _____
   _____

3. Satisfactory period of performance:

   Acceptable: Yes / No
   Did not take exception to Metra's delivery requirement: Yes / No

   Comment: _____
   _____
   _____

4. Satisfactory record of integrity, not on declined or suspended listing:

   Acceptable: Yes / No
   Check Debarment Status: Yes / No

   Comment: _____
   _____
   _____

5. Receipt of all necessary Exhibits from supplier:

   Acceptable: Yes / No
   Did you receive a good bid: Yes / No

   Comment: _____
   _____
   _____

PU-06-RC
Exhibit X

ROUTING SLIP

Dept./Div.	Initial	Date Received	Date SIGNED OUT	If this Blue Folder is in your possession over two (2) working days, please explain why.
Procurement / Professional Svcs.				
Materials Mgmt.				
DBE				
OPP / UWP / Sales				
Buyer				
Accounting Services				
Sr. Director Corporate Administration (Over $10,000.00 - Change Orders & Amendments)				
Sr. Director Planning, Real Estate & Development (Parking Lots & Station Construction only & Change Orders)				
Risk Management				
Law Department				

	Initial	Date Received	Date SIGNED OUT	
Deputy Executive Director				
Executive Director				

P. O. / Contract No.:		Vendor / Contractor
Item:		
Amount:		
Project No.:		
Buyer / Agent:		

Procurement / Professional Services

Authorization:_____ Date:_____

Please Forward To: Ora Jackson
Procurement Div.
Ext. 6654

OR

Pat Freyre
Procurement Div.
Ext. 6672

Professional Services Contracts (Non-Grant Funded, Non-Brooks)

POLICY STATEMENT

All contracts (or purchase orders) for Professional Services under this PU-07-RC are exempt from competitive bidding pursuant to MET Ordinance 12-03 and NIRC Ordinance 12-01, but they will be let by competitive negotiation, after public notice, unless otherwise approved by the Executive Director. In employing an exception to this general policy and the procedures stated herein, a memorandum for approval by the Executive Director must be submitted by the concerned Department Head explaining the reason(s) why a non-competitive procurement of Professional Services should be made.

Contracts for Professional Services to be awarded with or without competitive negotiation that are valued up to a maximum of $100,000 must be authorized and executed by the Executive Director/CEO or designee. Contracts for Professional Services to be awarded with or without competitive negotiation in excess of $100,000 must be authorized and executed by the Executive Director, subject to the approval of the Metra Board of Directors. Please note that amendments (Change Orders) that will result in a not-to-exceed total contract price that exceeds the initial $100,000 threshold may require Board approval. Similarly, if Change Orders cumulatively add the lesser of an additional $100,000 or 10% to the not-to-exceed total contract price, Board approval may be required. (See *Change Orders, PU-10-RC* and procurement ordinances: Section 4.02(h) of NIRCRC 12-01 and MET 12-03.)

An independent Cost Estimate must be submitted with the requisition in order to establish a base cost for budgetary purposes. To rationalize the amount of the contract, the Cost Estimate is to incorporate and document an analysis of partial elements, foreseeable requirements, past and current usage, and possible procurement methods.

A Request for Proposal (RFP) will be used to furnish a clear and accurate description of the Professional Services to be procured. It will also indicate the criteria for the evaluation of the proposals in order of importance. A scoring methodology will be established to match the foregoing criteria to be used by the Evaluation Committee when reviewing proposals received with respect to the subject project. Metra will award contracts on the basis of the evaluation of the proposals from the

standpoint of cost and other relevant factors deemed most advantageous to Metra.

Metra may choose to call the Proposers for discussions or negotiations, or award the contract without negotiations. If Metra opts for negotiations, Metra may restrict the field of choice to Proposers within a particular competitive range. The competitive range will be determined using parameters such as qualifications, capability, and experience required to perform the Professional Services, the dollar value of the contract, and the ability to adhere to the timeframe stipulated by Metra. If Metra chooses to exclude from negotiation any Proposer falling outside the competitive range or failing to demonstrate the experience, expertise, and other factors, the reasons for such exclusion will be documented in detail by the Contracting Officer in the Professional Services/Contracts Division and the Evaluation Committee. If Metra wishes to reserve the right to award the contract without negotiation, it will be so stated in the RFP and properly justified. For those acquisitions involving transportation equipment, see 2.04(b) regarding the competitive range.

Metra will obtain a detailed cost breakdown on a Metra-approved cost sheet, and then perform a Cost Analysis of a proposal before entering into negotiations to determine the reasonableness of the price.

Metra will detail the significant history of the procurement and retain these records. These records will include, but will not be limited to: (1) the rationale for the method of procurement, (2) the selection of a contract type, (3) the basis for the contractor selection or rejection, (4) the basis for the contract price, and (5) the required Buy America Certification (for rolling stock, this includes pre- and post-award audits). All such information shall be maintained by the Procurement Division or Professional Services/Contracts Division in the respective procurement file (other than large maps, drawings and plans which are to be kept in the respective using department file).

Any proprietary information, methodology, or application that is contained in a proposal shall remain strictly confidential, will be screened for distribution only to those Metra personnel who require it for work directly connected with the project, and will not be distributed to persons not relevant to the project and not within reporting hierarchies at Metra which are relevant to the project. Personnel directly connected with the project will be advised of its proprietary character and their responsibility to ensure confidentiality. The confidentiality extends to the cost/profit figures contained in the proposals and the process of negotiations.

Professional Services Contracts (Non-Grant Funded, Non-Brooks)

Proposers are not to be advised of their relative standing with other Proposers.

Contracts will be awarded normally on a not-to-exceed compensation basis. The contract will reflect a specified maximum amount, payment schedule, and method of payment. If Metra makes progress payments based upon percentage of work completed, Metra will assume title of the work based on the percentage paid by Metra. No payments will be made prior to the consultant's incurrence of costs.

Assignment of any portion of the work by subcontract is not authorized unless initially approved as part of the RFP or explicitly approved in advance by the Department Head, Professional Services/Contracts and Requisitioner/User Department. When a subcontractor is proposed to be utilized by the Proposer, the correct subcontractor data must be presented on a Metra-approved cost sheet.

APPLICATION

This policy applies to staff members involved with professional service procurements and contracts (non-grant funded and non-Brooks), including requests for/solicitations of proposals, selection of consultant, and awarding/administering the contract.

ADOPTED: Executive Director/CEO

9/17/12
Effective Date

Professional Services Contracts (Non-Grant Funded, Non-Brooks)

I PURPOSE 5

II POLICY 5

III DEFINITIONS 7

IV RESPONSIBILITIES 8

IV.1 Office of the General Counsel 8
IV.2 Materials Management Department 8
IV.3 Professional Services/Contracts Division 8
IV.4 Office of Business Diversity and Civil Rights 9
IV.5 Requisitioner/User 9
IV.6 Risk Management 10
IV.7 Accounts Payable 10
IV.8 Budget Authority 10

V PROCEDURES 10

V.1 Requests for Proposals 10
V.2 Solicitation of Proposals 12
V.3 Selection of Consultant 13
V.4 Awarding the Contract 16
V.5 Administration of Contract 18

VI EXHIBITS 20

VII REFERENCES 20

VIII POLICY HISTORY 21

Professional Services Contracts (Non-Grant Funded, Non-Brooks)

I PURPOSE

This procedure sets forth policies and instructions for acquiring, administering, and terminating Professional Services Contracts and Blanket Professional Services Contracts (hereafter, collectively referred to as "Professional Services Contract(s)" unless otherwise stated) entered into by Metra, which are not funded by federal, state, or local (including RTA) grants.

For Professional Services funded by the capital funding, see *PU-06-RC, Professional Services Contracts (Grant Funded)*. If any Request for Proposals (RFP) is to be issued without competition, *PU-02-RC, Requisitioning,* should be followed.

II POLICY

All contracts (or purchase orders) for Professional Services under this PU-07-RC are exempt from competitive bidding pursuant to MET Ordinance 12-03 and NIRC Ordinance 12-01, but they will be let by competitive negotiation, after public notice, unless otherwise approved by the Executive Director. In employing an exception to this general policy and the procedures stated herein, a memorandum for approval by the Executive Director must be submitted by the concerned Department Head explaining the reason(s) why a non-competitive procurement of Professional Services should be made.

Contracts for Professional Services to be awarded with or without competitive negotiation that are valued up to a maximum of $100,000 must be authorized and executed by the Executive Director/CEO or designee. Contracts for Professional Services to be awarded with or without competitive negotiation in excess of $100,000 must be authorized and executed by the Executive Director, subject to the approval of the Metra Board of Directors. Please note that amendments (Change Orders) that will result in a not-to-exceed total contract price that exceeds the initial $100,000 threshold may require Board approval. Similarly, if Change Orders cumulatively add the lesser of an additional $100,000 or 10% to the not-to-exceed total contract price, Board approval may be required. (See *Change Orders, PU-10-RC* and procurement ordinances: Section 4.02(h) of NIRCRC 12-01 and MET 12-03.)

An independent Cost Estimate must be submitted with the requisition in order to establish a base cost for budgetary purposes. To rationalize the amount of the contract, the Cost Estimate is to incorporate and document an analysis of partial elements, foreseeable requirements, past and current usage, and possible procurement methods.

A Request for Proposal (RFP) will be used to furnish a clear and accurate description of the Professional Services to be procured. It will also indicate the criteria for the evaluation of the proposals in order of importance. A scoring methodology will be established to match the foregoing criteria to be used by the Evaluation Committee when reviewing proposals received with respect to the subject project. Metra will award contracts on the basis of the evaluation of the proposals from the standpoint of cost and other relevant factors deemed most advantageous to Metra.

Metra may choose to call the Proposers for discussions or negotiations, or award the contract without negotiations. If Metra opts for negotiations, Metra may restrict the field of choice to Proposers within a particular competitive range. The competitive range will be determined using parameters such as qualifications, capability, and experience required to perform the Professional Services, the dollar value of the contract, and the ability to adhere to the timeframe stipulated by Metra. If Metra chooses to exclude from negotiation any Proposer falling outside the competitive range or failing to demonstrate the experience, expertise, and other factors, the reasons for such exclusion will be documented in detail by the Contracting Officer in the Professional Services/Contracts Division and the Evaluation Committee. If Metra wishes to reserve the right to award the contract without negotiation, it will be so stated in the RFP and properly justified. For those acquisitions involving transportation equipment, see 2.04(b) regarding the competitive range.

Metra will obtain a detailed cost breakdown on a Metra-approved cost sheet, and then perform a Cost Analysis of a proposal before entering into negotiations to determine the reasonableness of the price.

Metra will detail the significant history of the procurement and retain these records. These records will include, but will not be limited to: (1) the rationale for the method of procurement, (2) the selection of a contract type, (3) the basis for the contractor selection or rejection, (4) the basis for the contract price, and (5) the required Buy America Certification (for rolling stock, this includes pre- and post-award audits). All such information shall be maintained by the Procurement Division or

Professional Services/Contracts Division in the respective procurement file (other than large maps, drawings and plans which are to be kept in the respective using department file).

Any proprietary information, methodology, or application that is contained in a proposal shall remain strictly confidential, will be screened for distribution only to those Metra personnel who require it for work directly connected with the project, and will not be distributed to persons not relevant to the project and not within reporting hierarchies at Metra which are relevant to the project. Personnel directly connected with the project will be advised of its proprietary character and their responsibility to ensure confidentiality. The confidentiality extends to the cost/profit figures contained in the proposals and the process of negotiations. Proposers are not to be advised of their relative standing with other Proposers.

Contracts will be awarded normally on a not-to-exceed compensation basis. The contract will reflect a specified maximum amount, payment schedule, and method of payment. If Metra makes progress payments based upon percentage of work completed, Metra will assume title of the work based on the percentage paid by Metra. No payments will be made prior to the consultant's incurrence of costs.

Assignment of any portion of the work by subcontract is not authorized unless initially approved as part of the RFP or explicitly approved in advance by the Department Head, Professional Services/Contracts and Requisitioner/User Department. When a subcontractor is proposed to be utilized by the Proposer, the correct subcontractor data must be presented on a Metra-approved cost sheet.

III DEFINITIONS

Term	Definition
Blue Folder	See Glossary of Purchasing Procedures Terms
Canvass	See Glossary of Purchasing Procedures Terms
Clarification	See Glossary of Purchasing Procedures Terms
Competitive Negotiation	See Glossary of Purchasing Procedures Terms
Competitive Range	See Glossary of Purchasing Procedures Terms
Consultant	See Glossary of Purchasing Procedures Terms

Term	Definition
Cost Estimate	See Glossary of Purchasing Procedures Terms
Discussion	See Glossary of Purchasing Procedures Terms
Evaluation Criteria	A clear and accurate description prepared by the Requisitioner/User of: (a) all technical requirements of the subject professional services to be acquired; (b) all required or requested experience and expertise qualifications; (c) all key elements (if any) required by Requisitioner/User; (d) all other considerations to be used in making the award of the subject Professional Service Contract; and (e) as necessary or desired by the requesting division/department, an order of importance for each of the foregoing criteria to be used by the Evaluation Committee when reviewing proposals received from Proposers with respect to the subject project.
Price/Cost Analysis	See Glossary of Purchasing Procedures Terms
Professional Services	See Glossary of Purchasing Procedures Terms

IV RESPONSIBILITIES

IV.1 Office of the General Counsel

Reviews contracts for legal compliance and provides clearance as appropriate.

IV.2 Materials Management Department

Obtains and/or prepares an Independent Cost Estimate in order to establish a base cost.

IV.3 Professional Services/Contracts Division

- Performs overall staff management, coordination, processing, and execution of Professional Service contracts, including coordination of RFP's components, and the issuance of the solicitation.
- In concert with Requisitioner/User, hosts pre-award conferences when applicable, schedules negotiations with Proposers, and coordinates the

on-going administrative duties that are not directly related to the monitoring of the work performance, such as correspondence and meeting minutes. Informs the Office of Business Diversity and Civil Rights accordingly.

- Obtains or performs Cost Analysis of proposals, in consultation with the Requisitioner/User, to determine the reasonableness of the proposal's cost.
- When appropriate, coordinates, leads, and participates with Requisitioner/User to conduct discussions or negotiations (usually with no less than three Proposers).
- Updates list of Proposers for Professional Service contracts prior to solicitation of proposals.
- Approves the evaluation criteria prepared by the Requisitioner/User.
- Retains all records of procurement history listed in *Section II - Policy*.
- Conducts a canvass when Metra receives only one proposal.

IV.4 Office of Business Diversity and Civil Rights

- Reviews proposals for compliance with the Affirmative Action/ Disadvantaged Business Enterprise guidelines.
- Supplies memorandum to Professional Services/Contracts Division advising that the Proposer awarded the contract is in compliance and that any applicable DBE certification is on file.

IV.5 Requisitioner/User

- Answers technical questions presented by Professional Services/ Contracts Division that have been received from prospective Proposers.
- Establishes project objectives, tentative scope of work, and evaluation criteria.
- Determines budgetary support limits and tentative project scheduling. Prepares purchase requisition and RFP content. Obtains signed authorization from appropriate Budget Authority.
- Determines the importance of contract completion or milestone date(s) so that the appropriate actions can be taken when noncompliance of the terms has occurred.
- Submits the requisition to the Professional Services/Contracts Division.
- Submits list of additional prospective Proposers.
- Recommends to the Professional Services/Contracts Division the appropriate personnel to review and evaluates Proposers based upon the pre-determined evaluation criteria.

- Selects Proposer, as a member of the Evaluation Committee in consultation with Professional Services/Contracts Division, for approval by the Executive Director.
- Monitors contract performance by the Consultant, and notifies Professional Services/Contracts Division upon completion or non-compliance.
- Approves invoices.
- Prepares an independent Cost Estimate.

IV.6 Risk Management

Determines insurance requirements for contracts.

IV.7 Accounts Payable

Processes invoices.

IV.8 Budget Authority

Reviews contracts for appropriate funding and proper account/distribution code(s), as appropriate.

V PROCEDURES

V.1 Requests for Proposals

Responsibility	Action
Requisitioner/User	1. Prepare the Request for Proposals (RFP) with the assistance of Professional Services/ Contracts Division, indicating the project's background and objectives, scope, estimated time schedule, responsible person for technical-related questions from Professional Services/Contracts Division, reporting requirements, required project documents, evaluation criteria and weighing system if any, and proper account codes. (See *Exhibit I – Request for Proposals (example document)*). 2. Prepare Purchase Requisition (Form RC73) (see *Exhibit I* in *PU-02-RC – Requisitioning of Materials & Services*), and attach to the RFP. Forward purchase requisition and RFP in

Responsibility	Action
	accordance with *FI-02-RC, Financial Approval Authorization,* for approval. Reach agreement with the Office of Business Diversity and Civil Rights on DBE requirements prior to forwarding to the Professional Services/ Contracts Division. 3. Forward the purchase requisition with appropriate attachments and RFP to the Professional Services/Contracts Division, after ensuring that the funding source is not covered by Capital Funding. Establish, in concert with the Office of Business Diversity and Civil Rights, a list of firms to receive RFPs from the vendor file and/or Requisitioner/User, as appropriate. Make the required number of copies of all specifications, and forward to the Professional Services/Contracts Division. 4. If appropriate, prepare a memorandum which provides justification for a non-competitive award or sole source procurement. Forward to Professional Services/Contracts Division for approval and approval of the Executive Director. 5. Request insurance requirements based on scope from Risk Management.
Risk Management	6. Receive request from Requisitioner/User. Determine the requirement of insurance for Proposers. Complete an insurance certificate which documents determination of insurance requirements (see *Exhibit III* in *PU-06-RC – Professional Services Contracts*), and send to Professional Services/Contracts Division.
Requisitioner/User	7. Receive determination of insurance requirements from Risk Management.

V.2 Solicitation of Proposals

Responsibility	Action
Professional Services/ Contracts Division	1. Receive and verify the appropriateness of the RFP, Purchase Requisition (Form RC73) (see *Exhibit I* in *PU-02-RC, Requisitioning of Materials & Services*), and other memoranda for Professional Services. Request Cost Estimate from Materials Management Department and/or the User/Requisitioner.
Materials Department and/or Requisitioner/User	2. Determine Cost Estimate supported by full details of its breakdown into different elements of the cost and the method of computation. Send estimate to Professional Services/ Contracts Division and Requisitioner/User.
Professional Services/ Contracts Division	3. Review vendor list by desired functional specialty. Receive any other prospective Proposers from Requisitioner/User. 4. Prepare the formal RFP, and provide overall control and management of the procurement process. Include the following in the project description, as applicable: overview, objectives, scope, estimated time schedule, reporting requirements, required projects documents, DBE requirements, the procurement method, and detailed specifications. Compile necessary contract exhibits to be included in the RFP (see *Exhibit I* in *PU-06-RC – Professional Services Contracts*, for example). Document the basis for contractor selection, procurement method, contract type, and contractor selection/rejection. 5. Circulate an RFP with vendor list to the Requisitioner/User, the Office of Business Diversity and Civil Rights, and Risk Management Division. Concurrently, advertise the project in a newspaper of general circulation. Include a fax number for solicitations. Send a notice to each potential

Responsibility	Action
	Proposer on the Proposers' list. 6. Schedule and host, if necessary, a pre-proposal conference, and answer questions from potential Proposers to clarify requirements. Notify appropriate divisions/departments/ offices of conference. Review the scope of work. Have the appropriate Metra staff available to answer questions on any portion of the RFP. Forward any modifications to the RFP to all interested parties in the form of an Addendum. 7. Receive proposals, record the names of the Proposers, and indicate respective date on an RFP Tabulation Bid Sheet (RC737) (see *Exhibit I* in *PU-04-RC – Informal Quotations and Award*). 8. Open proposals in the presence of a witness on the due date. 9. Review each proposal for general responsiveness, responsibility, completeness, and compliance with instructions, ensuring that each contains key elements of requested submissions. 10. Forward copies of the proposals to the Office of Business Diversity and Civil Rights and appropriate user departments for review.

V.3 Selection of Consultant

Responsibility	Action

Professional Services Contracts (Non-Grant Funded, Non-Brooks)

Responsibility	Action
Professional Services/ Contracts Division; and Evaluation Committee	1. Review proposals. Rank Proposers' proposals using the evaluation method that was defined in the RFP. Send any or all written correspondence through the Contracting Agent of the Professional Services/Contracts Division. Go to step 2a or 2b. 2. Determine if the contract is being competitively negotiated, then: a. If competitively negotiating the contract and if it is appropriate, list Proposers in the competitive range. Compile a list of those Proposers and, if applicable, a list of possible dates for individual interviews or negotiations with the Professional Services/Contracts Division and the Evaluation Committee. Prepare and maintain supporting documents regarding the firm selection. b. If not competitively negotiating the contract, select Proposer. *Document the detailed reasons for the rejection of other Proposers, and provide supporting documents regarding the selected Proposer.*
Professional Services/ Contracts Division	3. If there are less than two Proposers, conduct a canvass and document the findings. 4. If step 2a was taken, notify selected Proposers to arrange a time and place for their individual interview or negotiation. 5. Notify Office of Business Diversity and Civil Rights and Requisitioner/User of date, time and place of discussion. 6. Notify the remaining Proposers by letter that they will not be considered any further unless Metra notifies them otherwise. 7. Arrange for Proposers to make their presentation in the aforementioned discussion or negotiations.

Responsibility	Action
Professional Services/ Contracts Division; and Evaluation Committee	8. Contracting Agent shall document the proceedings and details of any discussion with any Proposer to facilitate any subsequent independent determination of the price computation. Seek assistance from the Evaluation Committee/User. 9. If more than one Proposer is participating in discussions, Contracting Agent shall require Evaluation Committee to re-evaluate the Proposers, if appropriate, to include additional information obtained in the discussion. Select the highest standing Proposer. 10. Require the Proposer of highest standing to submit a Metra Form RC4400 (see *Exhibit II)* or other approved cost sheet, if not already done pursuant to requirements in the RFP, if any. 11. With assistance from the Evaluation Committee, the Contracting Officer shall negotiate the offer, if appropriate and necessary. Contractor Officer shall also consult Law Department, if necessary. If negotiations are not necessary, go to the next step. In the event that the Metra staff is unable to reach an agreement with the highest-standing Proposer, terminate negotiations, and enter into negotiations with the next highest-standing Proposer. 12. If through negotiations, information on Metra Form RC4400 or other approved cost sheet changes, then require the Proposer to submit an updated Metra Form RC4400 or other approved cost sheet. Obtain the terms of the negotiated offer in writing. Perform a Cost Analysis, and file a summary of the Cost Analysis with other significant documentation.
Requisitioner/User; or Materials Management Department	13. With the assistance of the Evaluation Committee or Requisitioner, the Contracting Agent shall prepare a Recommendation Memo (see *Exhibit V* in *PU-06-RC, Professional*

Responsibility	Action
	Services Contracts) to the Executive Director, containing an executive summary and the Summary of Metra Procurement (see *Exhibit VI* in *PU-06-RC, Professional Services Contracts*). The memo should include: the description, the purpose of the Proposer contract, a list of the proposals received, source of funding related to the contract, the cost of the contract, the basis for selection, and the specific reasons for the recommendation of the highest-standing Proposer. Send a copy of the memo to the Materials Management Department if appropriate.

V.4 Awarding the Contract

Responsibility	Action
Professional Services/ Contracts Division	1. Prepare all appropriate documents for Blue Folder circulation. Concurrently obtain the selected Proposer's signature on two copies of the Contract.
Professional Services/ Contracts Division	2. After receiving the approved Recommendation Memo and Board approval through their Consent Agenda, if applicable, prepare the contract with two originals and one copy. 3. As applicable, receive and review the Recommendation Memo (see *Exhibit V* in *PU-06-RC, Professional Services Contracts*) and create the summary of Metra Procurement (see *Exhibit VI* in *PU-06-RC, Professional Services Contracts*) and associated documentation. Prepare Purchase Order/Contract with appropriate detailed information; perform and/or coordinate completion of a cost analysis when necessary. Once all documentation is in the Blue Folder, internally route as set forth on the Routing Slip (see *Exhibit VII* in *PU-06-RC, Professional Services Contracts*). 4. Review the integrity of the Blue Folder.
Office of Business	5. Review to ensure all DBE requirements have

Responsibility	Action
Diversity and Civil Rights	been met. If requirements are not met, take the appropriate action.
Contracting Agent/Buyer	6. If there is any additional review of the Blue Folder, perform the appropriate task(s).
Professional Services/ Contract Division	7. Insert signed contracts into Blue Folder.
Sr. Director, Materials Management	8. Review and concur on any corporate Administrative Contract/Purchase Order $10,000 and over. Forward to Risk Management.
Risk Management	9. Assure that the proper insurance requirements are in place with the Consultant.
Law Department	10. Review all relevant documentation for legal compliance. Return documentation to Professional Services/Contracts Division.
Materials Management Department	11. Present Blue Folder documentation to Deputy Executive Director.
Deputy Executive Director	12. Review and concur on all contracts $10,000 and over, and when applicable per *FI-02-RC, Financial Approval Authorization*, forward to the Executive Director/CEO for final approval.
Board of Directors	13. Approve through Consent Agenda, contracts in excess of $100,000 and any applicable amendments/Change Orders.
Executive Director/CEO	14. On contracts valued: a. Up to a maximum of $100,000, review as the final approval authority. b. In excess of $100,000, subsequent to Metra Board of Directors' approval, execute the Board-approved contract.
Professional Services/ Contracts Division	15. Process the approved contract. 16. Distribute signed copies of contract as follows: a. Selected Proposer – original, hand signed, with cover letter and appropriate exhibits requesting insurance certificates to be submitted to Professional Services/ Contracts Division (see *Exhibit III* in *PU-06-RC, Professional Services Contracts*).

Responsibility	Action
	b. Professional Services/ Contracts Division - original, hand signed with any exhibits. c. Requisitioner/User - copy of original contract along with any exhibits. d. Accounting - copy of contract, requisition and accounting data sheet. 17. Notify remaining non-selected Proposers by letter. 18. Receive written approval of the Consultant's Insurance Certificates from the Risk Management Division, and (if DBE participation is required) receive approval from the Office of Business Diversity and Civil Rights. 19. Issue a "notice to proceed" letter to the selected Proposer (see *Exhibit VIII* in *PU-06-RC, Professional Services Contracts*).

V.5 Administration of Contract

Responsibility	Action
Professional Services/ Contracts Division	1. Retain records connected with the history of the procurement, including but not limiting to records specified in *Section II - Policy*.
Requisitioner/User Department	2. Monitor Consultant's compliance with the agreement for the following: a. Timely submission of the periodic progress reports in the degree of detail required by the contract. b. Verification of the progress reported by the Consultant with the contract time schedule. c. Acceptance of the quality of work conforming to standards prescribed by the contract. d. Preparation of the invoices in accordance with the pricing/payment schedule

Responsibility	Action
	supported by adequate documentation to verify amount claimed. 3. Notify Professional Services/Contracts Division if the Consultant has not complied with the agreement.
Professional Services/ Contracts Division	4. Receive notification of non-compliance from Requisitioner/User Department. Contact the Consultant in writing to attempt to achieve the Consultant's rectification of the compliance deficiencies. 5. Notify the Requisitioner/User of the Consultant's intent and request follow-up information on the Consultant's progress.
Requisitioner/User Department	6. Receive report on Consultant's intent, and monitor compliance efforts. If they are still unsatisfactory, notify Professional Service/Contracts Division.
Professional Services/ Contracts Division	7. Receive notice of continuing or new, uncorrected deficiencies. Either take further remedial action as described in step #4, or take actions to terminate the contract. (See *PU-12-RC, Termination of Contracts for Goods and Services.*)
Requisitioner/User Department	8. At the conclusion of the Contract, evaluate the Consultant's performance, complete the Contract Completion Form (see *Exhibit IX* in *PU-06-RC, Professional Services Contracts*), and forward to Professional Services/Contracts Division.
Professional Services/ Contracts Division	9. Receive, review, and file the Contract completion form.

VI EXHIBITS

Exhibit No.	Attachment Title	Form No. (if applicable)
Exhibit I	Request for Proposals (example document)	
Exhibit II	Metra Form RC4400	

VII REFERENCES

Reference Title	Form No. (if applicable)
FI-02-RC, Financial Approval Authorization	
PU-02-RC, Requisitioning Exhibit I – Purchase Requisition form	RC73
PU-04-RC, Informal Quotations and Award Exhibit I – RFP Bid Tabulation sheet	RC737
PU-06-RC, Professional Services Contracts (Grant Funded) Exhibit I – Request for Proposal document Exhibit III – Consultant Insurance Requirements Exhibit V – Recommendation memorandum Exhibit VI – Summary of Metra Procurement document Exhibit VII – Routing Slip Exhibit VIII – Notice to Proceed letter Exhibit IX – Contract Completion Report form	
PU-12-RC, Termination of Contracts for Goods and Services	
Glossary of Purchasing Procedures Terms	

Professional Services Contracts (Non-Grant Funded, Non-Brooks)

VIII POLICY HISTORY

Issue Date	Revision	Approved By	Prepared By
9/1/2006	3c	Phil Pagano	Materials Management
12/1/2011	3d		Materials Management
9/17/2012	3e		Materials Management

PU-07-RC
EXHIBIT I

REQUEST FOR PROPOSAL

EXHIBIT 1

Background Investigations

RFP NO.: 82587

PROPOSAL DUE DATE: July 14, 2005 BY 10:00 A.M.

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA
PROFESSIONAL SERVICES/CONTRACTS
547 WEST JACKSON BOULEVARD
CHICAGO, IL 60661

NO OFFER BID SHEET

NO OFFER: If no bid is to be submitted, detach this sheet from the Request for Quotation, complete the information requested, fold, staple, affix postage, enter return address and mail.

NO ENVELOPE NECESSARY.

NO BID SUBMITTED FOR REASONS CHECKED:

( ) CANNOT COMPLY WITH SPECIFICATIONS
( ) DO NOT PERFORM THIS SERVICE
( ) OTHER (PLEASE SPECIFY)_____

WE DO ( ) DO NOT ( ) DESIRE TO BE RETAINED ON YOUR MAILING LIST FOR FUTURE ACQUISITIONS OF THIS TYPE.

SIGNATURE AND TITLE:_____

COMPANY:_____

(FOLD ALONG DOTTED LINE)

AFFIX POSTAGE HERE

FROM:

METRA
PROFESSIONAL SERVICES/CONTRACTS
11TH FLOOR
547 WEST JACKSON BOULEVARD
CHICAGO, IL 60661

RFP NO.: 82587
TITLE: Background Investigations
COMM: 5742
BUYER: E. Remus

REQUEST FOR PROPOSAL

FOR

BACKGROUND INVESTIGATIONS

TABLE OF CONTENTS

1. Introduction

2. Background

3. Scope of Services

4. Form of Proposal

5. Proposal Evaluation Process

6. Standards of Performance

7. Addenda to Request for Proposals

8. Contract Exhibits

1. INTRODUCTION

The Northeast Illinois Regional Commuter Railroad Corporation d/b/a/ Metra, conducts background investigations on all new hires and selected promoted employees.

Metra is seeking the professional services of a company to be responsible for background investigations, including, but not limited to, Criminal checks, Specially Designated Nationals and Blocked Persons searches, Employment Verifications, Education Verifications, Professional License and Certifications verifications, Social Security searches, Civil checks, Reference checks, U.S. Tax Courts searches, and Media searches.

These Background Investigations will be conducted on all new employees to Metra, and on specific positions, filled by existing employees, that have been identified for a background investigation.

Metra's objective is to have complete investigations conduced in a non-discriminatory basis, consistent with the applicable laws. Metra will reserve the right to increase or decrease the level of investigations performed based on an individual basis.

Metra is soliciting Proposals for a three (3) year contract, with an option for one year renewals thereafter, with the total contract term not to exceed five (5) years.

Northeast Illinois Regional Commuter Railroad Corporation is a public corporation and body politic under Illinois law, 70 ILCS 3615, et seq. (2003). Its principle offices are located at 547 West Jackson Boulevard, Chicago, Illinois 60661-5717.

2. BACKGROUND

Metra is an equal opportunity employer. Metra's Human Resources Department and within it the Employment Services Division is committed to employing for each position vacancy the individual who most closely matches the position requirements. Metra's mission is to provide safe and timely transportation for our commuters. We seek employees who value the importance of that mission and who will respond with resourcefulness and dependability. We guard against negligent hiring through post-offer, pre-employment verification fo applicant information, physical examination, drug screen and criminal history investigation.

3. SCOPE OF SERVICES

The purpose of the Background Investigation for New Hires and Promotions is to obtain verifiable information regarding the following:

1. Verification of Identity (Social Security Trace)

   Check all records concerning name, aliases, date of birth/age, residences, and Social Security number.

2. Verification of Employment History

   Obtain information concerning employment from the last four (4) or more employers, including position held, dates of employment, reason for leaving, eligibility for rehire and wage verification.

3. Verification of Education

   Verification of applicant's degrees and attendance from universities, colleges, trade schools, technical schools and or any other accredited higher places of learning.

4. Report of Criminal History

   Conduct a physical search of criminal court records of Federal and State felony convictions of the past five (5) years from the six county region including Lake, Will, McHenry, DuPage, Kane and Cook counties. Additionally any other county where applicant resided during the past five (5) years and extended nationwide as requested.

5. Credential Verification

   Licences and other professional certification furnished by Metra.

6. Verification of References

   Verify credible business acquaintances as furnished by Metra.

7. Specially Designated Nationals and Blocked Persons search

   Conduct a search of the Designated Nationals and Blocked Person list

8. Civil checks in appropriate County and Federal Districts

Conduct a search of in the appropriate County and Federal Districts

9. Credit check

Conduct a credit check with the three top credit organizations when requested by Metra.

10. U.S. Tax Courts - Lien and Judgements

Perform a search in the U.S. Tax Courts for Liens and Judgement when requested by Metra.

11. Media search

Perform a search of the Media when requested by Metra

12. Physical visits of employers and references

Perform a physical visit to employers and references when requested by Metra.

4. FORM OF PROPOSAL

1) **PROPOSALS ARE DUE NO LATER THAN 10:00 A.M. ON July 14 , 2005 ("DUE DATE"). ANY PROPOSALS RECEIVED AFTER THAT TIME WILL BE RETURNED UNOPENED, AND SUCH PROPOSERS WILL BE INELIGIBLE TO PROVIDE THE SERVICE COVERED BY THIS RFP.**

1. Format

Submit two original and seven copies of the proposal, include brochures, and related data. Do not exceed 8 ½ X 11 format.

2. Proposer Identification

Project name and number
Name of proposer
Address
Contact Name and Phone Number

3. Narrative

Statement of approach, work process

4. Staff

Staff size
Qualifications of staff and project principal
Breakdown of staff (race, sex, nationality, etc.)

5. Organization

Organization chart showing the management plan, Metra interface and sub-contractor relations.

6. Experience

Brief narrative of successful performance on not more than two projects related to this proposal indicating knowledge of subject matter.

7. References

List of not more than five (5) current or previous clients, including addresses and phone numbers, for whom the proposers has provided similar services.

8. Statement of Offer

By submitting a proposal the offer is good for 180days.
Proposer must be signed by any individual authorized to bind firm.

5. PROPOSAL EVALUATION

Four (4) factors will be taken into consideration for evaluating and selecting for contract award.

1. The agency's demonstrated experience and expertise relevant to this process (25%).

2. Demonstrated ability through proposal presentation and or interview (40%).

3. Adherence to instruction quantified by the submission of date (20%).

4. Cost and Services (15%)

Metra is soliciting proposal for a three (3) year contract, with an option for one year renewals thereafter, with the total contract term not to exceed five (5) years.

All proposals will be evaluated solely by Metra, which reserves the right to select a firm on the basis of what is in Metra's best interest and/or gives the greatest benefits to Metra.

Metra will be solely responsible for determining what is in its best interest and what provides Metra the greatest benefit. Metra may consider written responses contained in the proposal, formal interviews, and presentations in its evaluation of the criteria.

Metra intends to select a firm to process it Background Investigations. Metra reserves the right to negotiate a contract based solely on the proposed data submitted, without interviews or oral presentations. Metra may waive any informalities, defects, or minor mistakes, reject any part, or all parts of any proposals, or to reject all proposals, or require revisions to proposals, revised proposals, corrections, or additional information from any Proposer. Metra reserves the right to enter into negotiations with one or more Proposers in any manner it deems fit.

6. STANDARD OF PERFORMANCE

All services required must be performed with that degree of skill, care, and diligence normally shown by a professional performing services of comparable scope, purpose, and magnitude.

7. ADDENDA TO REQUEST FOR PROPOSAL

Metra reserves the right to amend the RFP at any time. Any amendments to this RFP shall be descried in written addenda. Prospective Proposers, or their agents, shall be responsible to pickup the addenda at Metra's corporate headquarters stated in Section 1, above, but notification of the addendum will be mailed or delivered to all prospective Proposers who have received the RFP. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under the addendum for its Proposal as submitted or under the RFP, as clarified, interpreted, ro modified. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum and all prior addenda in the Proposals.

ADDITIONAL REQUIREMENTS.
specifically include:

A cover letter signed by an authorized representative that:

- confirms that the proposal is irrevocable for 180 days;
- includes the Proposer's name, address, telephone, and facsimile number, and
- includes the principal contact representative of the Proposer authorized to negotiate and contractually bind the Proposer during the period of the proposal evaluation.

Signed and notarized Affidavits/Certification Exhibit 1B

Submit proposal packages to:

Mr. Edward H. Remus, C.P.M.
Metra - 11th Floor East
547 W. Jackson Blvd.
Chicago, IL 60661

CONTRACT EXHIBITS:

The following Exhibits are attached hereto and made a part hereof in addition to this Request for Proposal. The Exhibits will become a part of the contract resulting from this Request for Proposal:

INDEX OF EXHIBITS

EXHIBIT 1A -	Public Notice of Request for Proposal
EXHIBIT 1B -	Affidavit/Certification
EXHIBIT 1C -	Metra Disadvantaged Business Enterprise Compliance Requirements
EXHIBIT 1D -	Civil Rights Requirements
EXHIBIT 1E -	Insurance Requirements
EXHIBIT 1F -	Sample Contract

EXHIBIT 1A

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA

METRA RFP NO. 82587

The Northeast Illinois Regional Commuter Railroad Corporation D/B/A Metra desires to obtain sealed proposals for the following project:

Provide professional background investigation services for new hires and selected promoted employees

NOTE:

IF YOU HAVE QUESTIONS CONCERNING THE AVAILABILITY OF PROPOSALS, PLEASE CONTACT MS. ANTIONETTE JAMES AT (312) 322-6673.

IF YOU HAVE TECHNICAL QUESTIONS ABOUT THE PROJECT PLEASE FAX E. Remus, METRA Professional Services/Contracts AT (312) 322-6619 before June 28, 2005 before 4:00 p.m.

If your firm has the necessary expertise in this field and is interested in receiving the detailed Request for Proposal, please direct a letter to E. Remus, Sr. Contracting Agent, Metra, 547 West Jackson Boulevard, 11th Floor, Chicago, Illinois, 60661.

ALL PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS "NO LATER THAN" 10:00 A.M. ON July 14, 2005.

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION

D/B/A/METRA

SENIOR CONTRACTING AGENT: Mr. EDWARD H. REMUS, C.P.M.

Exhibit 1-B

AFFIDAVITS/CERTIFICATIONS FOR CONSULTANTS

FILL IN THE BLANKS AND SUBMIT THIS FORM WITH PROPOSAL.
HAVE APPLICABLE SIGNATURES NOTARIZED ON LAST PAGE.

STATE OF _____

COUNTY OF _____

The Undersigned represents that s/he is _____ ("Undersigned") the
(Print Name)

_____ of _____
(Print President or Other Proper Title) (Print Name of Entity)

("Company" or "Undersigned") and is authorized to attest on behalf of himself/herself and

_____, and states as follows:
(Print Name of Company)

A. PROHIBITED INTERESTS AND CONFLICTS OF INTEREST.

1. PUBLIC OFFICER PROHIBITED ACTIVITIES ACT AFFIDAVIT.

The Company is the proposer submitting this proposal and that the proposer is in compliance with provisions set forth in the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01, et seq., and to the best of its knowledge and belief, no person holding office, either by election or appointment under the laws or constitution of this State, is in any manner interested, either directly or indirectly, in his/her own name or in the name of any other person, association, trust, or corporation, in this contract or the performance of any work/services under this contract which such officer has been or may be called upon to act or vote.

2. METRA'S CONFLICTS OF INTEREST ORDINANCE.
Pursuant to 4.03 of Metra's Bidding Regulations:

Members of the Board, officers, and employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any contract or any direct pecuniary interest in any contract which will be wholly or partially performed by the payment of funds or the transfer of property of the Metra. Any firm, partnership, association, or corporation from which any member of the Board, officer, or employee of the Metra is entitled to receive more than seven and one half percent (7-1/2%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by payment of funds or the transfer of property of Metra.

Any firm, partnership, association, or corporation from which members of the Board, officers, employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are entitled to receive in the aggregate more than fifteen percent (15%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by the payment of funds or the transfer of property of Metra.

Board members and employees are prohibited from participating in the selection, award, or administration of a contract supported by Metra funds, federal funds, or any other grant funds if a real conflict of interest or, to his or her knowledge, an apparent conflict of interest would be involved. A real or apparent conflict of interest would arise when any of the following has an interest in the entity selected for award: (a) an employee, officer, board member, or agent; (b) any member of his or her immediate family (as listed above in the first paragraph); (c) his or her business partner; or (d) an organization that employs, or intends to employ, any of the above. "Apparent" is defined under this paragraph as being one in which a person is an officer or director of an entity, or has an interest in the ownership or profits of an entity, and such interest appears substantial to a reasonable person. "Interest" is defined under this paragraph as a direct or indirect entitlement to receive any of the entity's profits.

In addition, Undersigned states that no officer of Metra has represented, either as an agent or otherwise, the proposer with respect to this application or bid for contract. Finally, Undersigned states that to best of its knowledge and belief, no officer of Metra has received or been offered from any person on behalf of the proposer, either directly or indirectly, any money or other thing of value as a gift, bribe, or means of influencing any vote or action in any official's capacity. Furthermore, Undersigned certifies that, to the best of its knowledge, it is in compliance with Metra's Bidding Regulations and is unaware of any of the foregoing persons having an interest prohibited by Section 4.03 of the Bidding Regulations.

B. NON-COLLUSION AFFIDAVIT.

The Company is the proposer submitting this proposal and that such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such proposal is genuine and not collusive or a sham and that said proposer has not been a party to any agreement or collusion among bidders/proposers or prospective bidders/proposers in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or to refrain from proposing, and has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of Metra, or of any proposer or anyone else interested in the proposed contract.

C. CERTIFICATE FOR PROPOSAL.

As a part of its offer to contract for services to Metra, the Undersigned hereby certifies that neither the Company nor any of its principals are barred from proposing on the aforementioned contract as a result of a violation of either Section 33 E-3 or 33-4 of 720 ILCS 5/33 E.

D. CERTIFICATE OF DEBARMENT.

As the potential contractor for a primary contract, or subcontractor to a primary contractor for subcontracts over $100,000, the Undersigned certifies to the best of its knowledge and belief, the Company and its principals:

1. Are not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Debarred from federal contracts for violations of various public contracts incorporating labor standard provisions;

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government entity;

3. (a) have not been convicted under the laws of Illinois or any other state of bribery or attempting to bribe any government officer or employee or have made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct. No business shall be barred from contracting with Metra as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and: i) the business has been finally adjudicated not guilty; or ii) the business demonstrates to Metra, and Metra finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961. For purposes of this Subsection (a), when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct. Contractor hereby certifies that the contractor and its subcontractors are not barred from being awarded a contract or subcontract under this Section.

(b) are not convicted of a felony. No person or business shall do business with Metra from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. Contractor hereby certifies the the Contractor is not barred from being awarded a contract under this Section.

4. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (federal, state or local) for any reason; or

5. Have not, within a three-year period preceding this proposal, had one or more public transactions (federal, state or local) terminated for cause or default.

(If the Undersigned is unable to certify to any of the statements in this certification, the Undersigned shall attach an explanation).

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF THE FEDERAL FALSE CLAIMS ACT ARE APPLICABLE THERETO.

E. CERTIFICATION OF RESTRICTIONS ON LOBBYING.

This certification is required to be completed with the solicitation if the proposal exceeds $100,000.00. Failure to return this certification with the solicitation may result in a determination that the offer is non-responsive or non-responsible.

The Undersigned certifies to the best of its knowledge or 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 any 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 contact, the making of any federal grant, the making of an 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 or any 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 federal contact, 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 document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

F. REVOLVING DOOR PROHIBITION.

The Undersigned has reviewed its list of employees (and subcontractors) involved in this procurement and it has no knowledge of any former Metra employee being involved in the solicitation process in violation of Section 4.05 of Metra's Bidding Regulations.

Section 4.05 states that all Metra Board members and non-contract personnel in specified positions are expressly prohibited, for a period of one (1) year after terminating employment with Metra, from engaging in any procurement activity with Metra. A "specified position" is one that is non-contract, is held for a period of six (6) months preceding such termination, is at a Grade P12 or above (including M Grades), and is not merely clerical or ministerial in nature. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; or proposing bid, proposal, or contract documents on the part of the former employee or Board member, or in association with the former employee or Board member by or on behalf of any firm, partnership, association, or corporation affiliated with the former employee or Board member. The Undersigned certifies that the award and/or execution of a contract would not cause any violation of Section 4.05.

G. CONTINUING OBLIGATION TO INFORM METRA.

If Company acquires information after executing this certification that there may be an actual or apparent violation of any of the above Company shall promptly bring such information to the attention of Metra's procurement officer. Company shall thereafter cooperate with Metra's review and investigation of such information, and comply with any instruction it receives from Metra in regard to remedying the situation.

H. PENALTIES.

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 the Contract pursuant to Metra's regulations and 31 U.S.C. 1352. A Company who makes a false statement, materials to the certification, is subject to termination for cause. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. 3801, et seq., apply to this certification and disclosure.

_____

(Print) Name of Company

By: _____ Date: _____

Signature of Person Making Affidavit (Undersigned listed above)

_____

(Print) Title of Person Making Affidavit

NOTARIZE HERE
Subscribed and sworn to before me
this _____ day of _____20____.

_____

Notary Public

CERTAIN SUBCONTRACTOR SIGNATURES REQUIRED ON NEXT PAGE

PROFESSIONAL SERVICES WITH NO ESTABLISHED GOAL

EXHIBIT 1C

METRA'S DISADVANTAGED BUSINESS ENTERPRISE

COMPLIANCE REQUIREMENTS

The Northeast Illinois Regional Commuter Railroad Corporation, d/b/a Metra, is required to take all necessary and reasonable steps to ensure non-discrimination in the award and administration of contracts. Therefore, the federal regulatory provisions of 49 C.F.R. Part 26 apply to this Contract.

The apparent sucessful proposer must submiit its Department of Human Rights Contract ID Number; proposers may obtain a DHR Contract ID Number from the Public Contracts Division, Illinois Department of Human Rights, 100 West Randolph Street, 10th Floor, Chicago, Illinois 60601 (312) 814-2431, (312) 814-2432, or access website: www.state.il.us/dhr.

CONTRACTOR ASSURANCE

The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

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

PROMPT PAYMENT

The Contractor agrees to pay each subcontractor for satisfactory performance of its subcontract no later than fifteen (15) calendar days from the receipt of such payment that the Contractor receives from metra. The Contractor agrees further to return funds it has retained to each subcontractor within fifteen (15) calendar days after the subcontractors work is satisfactorily completed. Any failure to comply with this Section will be in material breach of this Contract, and Metra reserves all its rights in law and equity for such breach. In addition, such breach will be taken into consideration for the Contractor's responsibility status for future contracts with Metra. This clause applies bo both DBE and non-DBE prime contractors and subcontractors. Metra reserves the right to review the certified payrolls for all contractors working on this Contract.

Metra reserves the right to review the certified payrolls for the Contractor and all contractors working on this Contract.

ROC/SECTY---1 APR 02 12:42 PM

CIVIL RIGHTS REQUIREMENTS (TITLE VI ASSURANCE):

The Contractor agrees to comply with and assures compliance by its sub-contractors at any tier with the following Civil Rights Requirements. The Contractor agrees to insure these requirements must be included within all contracts to its sub-contractors at any tier. Failure to implement or follow the provisions set forth in this Exhibit may result in the Contractor being placed in breach of the Contract terms and may result in Contract termination.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C.§ 2000d, section 303 of the Age Discrimnation Act of 1975, as amended, 42 U.S.C.§ 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C.§ 12132, and Federal transit Law 49 U.S.C.§ 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.§ 623, and Federal transit law at 49 U.S.C.§ 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor 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 U.S.C.§ 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, "29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor 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.

EXHIBIT 1-E

Metra

CONSULTANT INSURANCE REQUIREMENTS

SPECIFICATION NUMBER BACKGROUND INVESTIGATIONS

REQUISITION NUMBER 82587

he Consultant shall take out and maintain during the life of this contract, the following insurance as specified by the insertion of policy limits and such other insurance as the Northeast Illinois Regional Commuter Railroad Corporation D/B/A Metra/Metropolitan Rail may from time to time require.

TYPE OF COVERAGE	GENERAL POLICY HOLDER RATING OF A OR BETTER	FINANCIAL RATING OF VII OR BETTER As Published By Best's Key Rating Guide	AMOUNT REQUIRED
1. WORKERS' COMPENSATION Coverage A - Statutory Coverage B - $	"	"	$ 500,000.00 Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined) To also include the following coverages:	"	"	$ 1,000,000.00 Each Occurrence $ 2,000,000.00 Aggregate
3. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)	"	"	$ 1,000,000.00 Combined Single Limit
4. OWNER'S PROTECTIVE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)			$ N/A Each Occurrence $ N/A Aggregate
5. PROFESSIONAL LIABILITY	"	"	$ 1,000,000.00 Each Occurrence $ 2,000,000.00 Aggregate
6. RAILROAD PROTECTIVE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined) Excess of the Blanket Coverage			$ N/a Each Occurrence $ N/A Aggregate
7. OTHER INSURANCE			$ N/A Each Occurrence $ N/A Aggregate

Additional Insured shall be as follows: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA/METROPOLITAN RAIL AND THE COMMUTER RAIL DIVISION

The Consultant shall not commence work herein until he has obtained the required insurance and has received approval of such insurance by Metra. Certificates of insurance indicating amounts and coverages in force shall be furnished to insureds, within ten (10) calendar days after award of contract.

All policies are in effect at this time and will not be canceled, modified, limited or allowed to expire without renewal until 30 days written notice has been given to Metra. Such notice shall be sent by certified mail to Metra, care of the Risk Management Director, 14th Floor, 547 W. Jackson, Chicago, Illinois 60661.

The consultant's policy will insure all liabilities assumed by the contractor under the provisions of the Hold Harmless and Indemnity Clause contained in the contract.

EXHIBIT 1-F

PROFESSIONAL AND CONSULTING SERVICES AGREEMENT

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A METRA
547 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60661

TABLE OF CONTENTS

1. - SCOPE AND DESCRIPTION OF SERVICES 4

2. COMPENSATION 4

3. PERFORMANCE OF THE WORK 5
   - A. NOTICE TO PROCEED 5
   - B. SCHEDULE 5
   - C. DELAY 6
   - D. RESPONSIBILITY FOR AGENTS AND EMPLOYEES 7
   - E. LICENSES AND PERMITS 7
   - F. PROFESSIONAL AND PERSONAL SERVICES 7
   - G. PAYMENT OF SUBCONSULTANTS 7
   - H. ASSIGNMENT 8

4. DOCUMENTS FORMING THIS AGREEMENT 8

5. TERMINATION 8
   - A. CONVENIENCE 9
   - B. BREACH 9

6. INSURANCE 9

7. ETHICS 9
   - A. NON-COLLUSION 9
   - B. PROHIBITED INTERESTS 9
   - C. AFFIDAVIT/CERTIFICATIONS 10
   - D. STATE OF ILLINOIS GIFT BAN ACT 10
   - E. CONFLICTS OF INTEREST 10

8. EMPLOYMENT AND CIVIL RIGHTS 10
   - A. ILLINOIS EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS 10
   - B. FEDERAL CIVIL RIGHTS REQUIREMENTS 12
   - C. DISADVANTAGED BUSINESS ENTERPRISE 13

D. INDEPENDENT CONTRACTOR 13
E. REVOLVING DOOR PROHIBITION. 13
F. CONFIDENTIALITY 14

9. RECORDS 14
A. RETENTION 14
B. AUDIT AND INSPECTION 14
C. OWNERSHIP 15
D. COPYRIGHT AND RIGHTS IN DATA 16

10. INDEMNIFICATION AND WAIVER 16

11. ACCURACY OF WORK 17
A. REVISIONS REQUIRED 17
B. DRAWINGS & SPECIFICATIONS 17
C. NOTIFICATION OF ERROR 18
D. PROJECT MANAGEMENT PLAN/QUALITY MANAGEMENT PLAN 18

12. FUNDING 18
A. SUBJECT TO APPROPRIATIONS 18
B. SUBJECT TO FINANCIAL ASSISTANCE 18
C. NO LIABILITY 18
D. DESIGN WITHIN FUNDING LIMITS 19

13. CONTRACT CHANGES 19
A. CHANGE ORDERS 20
B. CHANGE ORDER PROCEDURES 20
C. INELIGIBLE CHANGE ORDER COSTS 21
D. CONSULTANT TO CONTINUE WORK 21
E. CONTRACT CHANGE EFFECTIVE DATE 21

14. DISPUTES 21
A. DISPUTE RESOLUTION 21
B. JOINDER 21
C. AUTHORITY OF THE ARBITRATOR 22
D. FINAL BINDING DECISION 22
E. DEMAND FOR ARBITRATION 22
F. WORK SHALL CONTINUE 22
G. JURISDICTIONAL CHALLENGE 22
H. ADDITIONAL RULES 22
I. FEES AND EXPENSES 23
J. CONSENT BY FUNDING AGENCIES 23

15. SAFETY REQUIREMENTS 23
A. COMPLIANCE 23
B. DEFINITION 23
C. NOTICE 24
D. EMERGENCY. CALL METRA POLICE (312) 322-2800 24

16. MISCELLANEOUS 24
A. COMPLIANCE WITH LAWS 24
B. GOVERNING LAWS 24
C. NOTICES 24
D. HEADINGS 24
E. SET-OFF RIGHTS 24
F. SEVERABILITY 24
G. WAIVER 25
H. CONSTRUCTION 25

AGREEMENT

FOR PROFESSIONAL AND CONSULTING SERVICES

This Agreement is entered into this_____day of _____, _____ in Chicago, Illinois, by and between the Northeast Illinois Regional Commuter Railroad Corporation d/b/a Metra, Metropolitan Rail ("Metra"), a public corporation under Illinois law, and_____ _____("Consultant"), having offices located at _____. Consultant and Metra are sometimes collectively referred to as "Parties." In consideration of the promises and agreements set forth, the Parties agree:

1. SCOPE AND DESCRIPTION OF SERVICES.

Consultant will perform the following services ("Work"):_____ _____ _____ _____.

2. COMPENSATION.

Metra agrees to pay, and Consultant agrees to accept as full payment for the Work, the prices stipulated on Metra's Form 4400 (or any other cost or price schedule) which is either attached as Exhibit 2 of this Agreement, or incorporated by reference, as directed by Metra. With respect to the overhead rate described on a Form 4400, Consultant will list the immediate prior year overhead rate. The immediate prior year rate will be a provisional rate until audited by and/or accepted by Metra. Consultant may apply the provisional rate until such time as Metra's Audit Department audits and/or accepts Consultant's actual individual yearly overhead rate as computed under the Illinois Department of Transportation guidelines for computation of overhead rates. Once Metra audits and/or accepts the provisional overhead rate, the actual overhead rate for each year will be applied to each year's respective billings. Payments made using the provisional overhead rate will be subject to change and adjusted to conform with the audited and/or accepted overhead rate for each year. Consultant shall be paid only for the actual Work performed at the prescribed rates during the preceding billing period, not to exceed the percentage of the Work completed as of the end of the billing period. The full payment for the Work shall not exceed $_____ ("Total Price"). The Total Price also includes the cost of all applicable taxes (where Metra is not exempt), bonds, if required, and other charges of every kind and nature. The Total Price shall not include, and Metra shall not pay, taxes or fees from which Metra is exempt. Metra is exempt from various federal taxes, all state and unit of local government taxes, and registration and license fees. Consultant shall promptly notify Metra, and afford it the opportunity before payment of any taxes, to contest said claims in the manner and to the extent it may elect, and to settle or satisfy such claims. Consultant

shall submit all invoices on Metra Form #B100R107, which is incorporated into and made a part of this Agreement, along with all appropriate support documents, for all amounts to be paid by Metra under this Agreement. Invoices must be addressed to the "Accounts Payable Section" for payment and must show Metra Contract No. _____ and Account No._____. Metra will pay complete and accurate invoices within thirty (30) days of receipt. If Consultant fails to follow the instructions under this paragraph, or any instructions subsequently issued for its invoices, Metra may, at its sole discretion, reject Consultant's invoices for that billing period, and withhold payment of those invoices until such billing period as Consultant has complied with the requirements of this paragraph. An incomplete or inaccurate invoice will be deemed received only when completed and corrected to Metra's satisfaction. However, if the omission or inaccuracy is, in Metra's sole judgment, minor and inconsequential, Metra will use reasonable efforts to ascertain and pay the complete and accurate portion of the invoice. Payments are subject to audit and inspection as set forth in Section 9.B below.

3. PERFORMANCE OF THE WORK.

The term of this Agreement shall be from the date of execution until _____.

A. NOTICE TO PROCEED. Consultant will, within fifteen (15) business days after Metra's issuance of a notice of award letter informing Consultant of its selection ("Notice of Award"), submit to Metra: (1) certificates of insurance from insurance carriers satisfactory to Metra, and in form, substance, and detail satisfactory to Metra; (2) if applicable, the signed subcontracts with DBE subconsultants; (3) a schedule for the project with submittal milestones; and (4) any other document stated elsewhere in this Agreement that is required prior to Metra's notification to Consultant to start the Work ("Notice to Proceed").

B. SCHEDULE.

1. Submission of Schedule. Time is of the essence and delays may have a direct and indirect cost to Metra's operations. As a condition to issuing the Notice to Proceed, Consultant shall submit a schedule, acceptable to Metra, showing submittal milestones for the Work. Consultant must adhere to and complete all Work by the time stated in the schedule approved by Metra. Consultant shall commence the Work promptly after receiving a Notice to Proceed from Metra.

2. Monthly Progress Reports. Consultant's schedule shall be updated and submitted to Metra in writing no less than monthly. Such report shall state whether or not the Work is progressing within schedule. If Consultant determines that the Work and milestones are not progressing within schedule, Consultant shall notify Metra of the reasons for the delay and identify each delayed activity (including duration and interrelationships between activities). In addition to any other remedy afforded to Metra, failure to submit monthly reports will be a default of this Agreement and is grounds for Metra to withhold payments until such reports are submitted.

3. Contents of Reports. Consultant shall not make any changes to the approved schedule, including the milestones, when reporting its progress in the monthly reports. The report information shall include the approved schedule dates and milestones and the following additional information:

a. Actual start dates;
b. Actual finish dates;
c. Activity percent completion;
d. Remaining duration of activities in progress;
e. Identified or highlighted critical activities and problem areas;
f. Summary of Work accomplished during the past update period;
g. Analysis of time lost/gained during the update period; and
h. Recommended solutions to current problems.

4. Recovery Schedule. In the event Consultant, in the reasonable judgment of Metra, is failing to meet the approved schedule, including milestones, Consultant shall submit a recovery schedule within seven (7) days of such notice from Metra. The recovery schedule shall set forth a plan to eliminate the schedule slippage. The plan must be specific to show the methods to achieve the recovery of time, i.e. increasing manpower, overtime, weekend work, employing multiple shifts. All costs associated with implementing the recovery schedule shall be borne by the Contractor, unless otherwise agreed to by Metra in writing. Metra will review the recovery schedule within 14 days of receipt. If the recovery schedule is rejected, Consultant must submit a revised schedule within 7 business days of rejection. In the event Consultant fails to submit an acceptable revised schedule, Metra reserves the right to terminate this Agreement for default or convenience.

5. Revised Schedule. Subject to equitable adjustments, Metra may require Consultant to revise the schedule for the following:

a. Changes in the Work;
b. Re-phasing of a project or any phase;
c. A change in the duration of the project, phase, or funding; and
d. Acceleration of the project or phase.

C. DELAY. If Consultant is delayed in the performance of the Work, Consultant must immediately, upon receiving knowledge of such delay, give written notice to Metra and request an extension of time for performance or completion of the Work. Metra shall examine the request and determine if Consultant is entitled to an extension of time because of an excusable delay. Excusable delays include acts of God or a public enemy, acts of Metra or a funding agency not resulting from Consultant's unacceptable services, fire, strikes, flood, and the like. No claim for damages shall be made by either party for excusable delays. Metra shall notify Consultant of Metra's decision in

writing and that decision shall be final and binding. Delays that are not beyond Consultant's reasonable control are a material breach of this Agreement. Such delays may also affect Consultant's status as a responsible proposer or Metra's evaluation of Consultant's performance for future work for Metra. In any event, Consultant shall continue to perform the Work to the extent possible under the circumstances, and resume normal performance as soon as possible, whether or not an extension is granted. Metra shall not be obligated to grant extensions, whether or not excused.

D. RESPONSIBILITY FOR AGENTS AND EMPLOYEES. Consultant represents that it shall utilize the services of individuals skilled in the profession for which they are performing services for this Agreement. In the event that Metra determines, in its sole discretion, that any individual performing services for Consultant under this Agreement is not providing such skilled services, it shall notify Consultant and Consultant shall promptly replace that individual.

E. LICENSES AND PERMITS.

1. Consultant, or its employees who would perform services requiring a license, shall have and maintain any required license. With the prior written consent of Metra, Consultant may meet the license requirement through use of a subconsultant.

2. To the fullest extent possible under applicable law/codes, Consultant shall apply for and obtain all permits for the project being designed. In those instances where the Consultant is prohibited by applicable laws or codes from obtaining such permits, Consultant shall perform all preliminary work for permit applications to assist Metra, its contractor(s), or others (on behalf of Metra) to obtain the permit in the shortest period of time. Consultant shall cooperate with and assist Metra's contractor (awarded to construct the project) in reviewing and submitting permit applications, and obtaining permits.

F. PROFESSIONAL AND PERSONAL SERVICES. This Agreement is for professional and personal services. Metra has relied on representations made by Consultant on who will perform certain work either directly by Consultant or through a named subconsultant. Therefore, any subconsultant, outside associate, personnel, or consultant required by Consultant in connection with the services covered by this Agreement will be limited to those subconsultants, outside associates, personnel, and consultants who were specifically identified and agreed to during negotiations. If Consultant is unable to secure or retain such persons named by Consultant, Consultant shall not be relieved of its obligations to complete performance. Consultant shall obtain Metra's written consent before making any substitution for these or any other subconsultants, outside associates, personnel, or consultants. Consultant shall include this provision in its contracts with its first tier subconsultants to prevent further subcontracting without Metra's written consent.

G. PAYMENT OF SUBCONSULTANTS. Consultant agrees to pay each subconsultant under this Agreement, in proportion to the work completed by each one, no later than

15 days from the receipt of each payment Consultant receives from Metra. Consultant further agrees to return retainage payments to each subconsultant within 15 days after the subconsultant's work is completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from Metra. Consultant must resolve all payment disputes with its subconsultants expeditiously. If Consultant fails to pay its subconsultants in a timely manner, or fails to expeditiously resolve any payment disputes with its subconsultants, such failure may constitute a material breach of this Agreement.

H. ASSIGNMENT. Assignment or delegation of this Agreement by Consultant without the prior written approval of Metra is a material breach of this Agreement. This Agreement shall be binding on, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of Metra and Consultant. Any successor to Consultant under this Agreement must be approved in writing by Metra, which approval Metra may grant or deny in its sole discretion. Any successor must agree to perform all terms, conditions, and requirements of this Agreement as a condition precedent to such succession.

4. DOCUMENTS FORMING THIS AGREEMENT.

All written information which Consultant has furnished to Metra in connection with Metra's request for proposals forms a part of this Agreement and the basis on which Metra has decided to award this Agreement to Consultant. Consultant hereby represents to Metra that all facts, plans, or promises contained therein, other than such as may be contradicted by or expressly superseded by Consultant's offer or last offer, are true, and Consultant acknowledges that Metra is entitled to rely thereon. This Agreement constitutes the entire Agreement between the Parties. All amendments to this Agreement must be in writing and executed by the authorized officers of each party. The Parties further agree that this Agreement consists of the following:

1. This contract document and each of the following documents attached hereto or incorporated by reference into this Agreement:

2. EXHIBIT_____

3. EXHIBIT_____

4. EXHIBIT_____

5. EXHIBIT_____

5. TERMINATION.

Metra may terminate this Agreement at any time, with or without cause, by giving written notice to Consultant at the address specified above. Termination shall be effective upon receipt of such notice by Consultant through actual delivery in person, fax, or regular or certified mail.

A. CONVENIENCE. If Metra terminates this Agreement other than for breach by Consultant, Metra agrees to pay Consultant, and Consultant agrees to stop Work as stated in the notice and accept as its sole remedy, Consultant's unpaid costs expended to date of termination. After receipt of a notice of termination and except as otherwise directed by Metra, Consultant shall: (1) stop Work under this Agreement on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by such notice; (4) account for any property in its possession belonging to Metra, and dispose or return of such property as directed by Metra; and (5) generally act in such manner as is necessary to mitigate and minimize the amounts payable by Metra hereunder.

B. BREACH. Unless Consultant cures defaults within seven (7) calendar days after receipt of written notification of such default, Consultant shall be in total breach of this Agreement. If Metra terminates this Agreement for breach by Consultant, Consultant shall be liable for and reimburse Metra on demand for all damages incurred by Metra, including but not limited to, incidental and consequential damages, and Metra's cost for having the Work completed by another consultant or with Metra's own employees. In addition, Metra expressly reserves all of its rights and remedies under law and equity for Consultant's breach. If, after Metra terminates this Agreement for breach or default, it is determined that Consultant was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Metra under Section 5.A. above.

6. INSURANCE.

Consultant shall obtain and continuously maintain the professional liability insurance specified in the insurance exhibit to the Request for Proposals covering all claims whenever made, arising out of this Agreement and/or performance of the Work. Certificates of this insurance and an additional insured endorsements shall be furnished from time to time to Metra upon its request. Metra is not obligated to issue a Notice to Proceed under Section 3.A until Metra has determined that the requirements of this Section have been satisfied.

7. ETHICS.

A. NON-COLLUSION. Consultant warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of Metra, or to any other Consultant, for the purpose of obtaining this Agreement.

B. PROHIBITED INTERESTS.

1. No board member, officer, or employee of Metra shall have any interest, direct or indirect, in this Agreement or its proceeds during his/her tenure.

2. No member or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit arising from it.

C. AFFIDAVIT/CERTIFICATIONS. Consultant reaffirms the information contained in the Affidavit/Certification exhibit and, to the best of Consultant's knowledge, the exhibit is still accurate. If Consultant becomes aware, at any point throughout the duration of this Agreement, that any statement or information provided by the Affidavit/Certification exhibit is inaccurate or is no longer true, Consultant shall immediately notify Metra and identify the inaccurate or false statement or information.

D. STATE OF ILLINOIS GIFT BAN ACT. Consultant shall comply with the applicable provisions of the State of Illinois Gift Ban Act, 5 ILCS 425/1 et seq., and refrain from providing gifts to Metra's employees in violation of Metra's Gift Ban Policy, which is incorporated herein by reference.

E. CONFLICTS OF INTEREST. Consultant agrees that it and its subconsultants are under a continuing obligation to disclose any real, potential, or apparent personal or organizational conflict of interest to Metra. Metra employees are prohibited from participating in the selection, award, or administration of a contract or subcontract supported by Metra, federal, or other grant funds if a real or apparent conflict of interest would be involved. In addition, unless approved in writing by Metra and/or any applicable Funding Agencies (as defined below), no contract or subcontract for the construction of a project or the acquisition of additional services or products related to this Agreement shall be awarded to any firm that would create, as determined by Metra in its sole discretion, any real, potential, or apparent personal or organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or subcontract may, without some restriction, result in an unfair competitive advantage or impair the objectivity of Consultant in performing the contract work. This clause shall survive the termination of this Agreement.

8. EMPLOYMENT AND CIVIL RIGHTS.

A. ILLINOIS EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. In the event of Consultant's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act ("Act"), or the rules and regulations of the Illinois Department of Human Rights ("Department"), Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois, or any of its political subdivisions, or municipal corporations; and this Agreement may be canceled or voided in whole or in part; and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an

unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate action to rectify such underutilization;

2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Consultant's obligations under the Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to cooperate with Consultant in its efforts to comply with such Act and rules and regulations, Consultant will promptly so notify the Department and Metra, and will recruit employees from other sources when necessary to fulfill its obligations thereunder;

5. That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or Metra, and in all respects comply with the Act and the Department's rules and regulations;

6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of Metra and the Department for purposes of investigation to ascertain compliance with the Act and the Department's rules and regulations;

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant in the same manner as with other provisions of this Agreement. Consultant will be liable for compliance with applicable provisions of this clause by such subconsultants, and further it will promptly notify Metra and the Department in the event any subconsultant fails or

refuses to comply therewith. In addition, Consultant will not utilize any subconsultant declared by the Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations; and

8. That Consultant will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) Consultant's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department and the Human Rights Commission ("Commission"); (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Act. A copy of the policies shall be provided to the Department upon request.

B. FEDERAL CIVIL RIGHTS REQUIREMENTS. The requirements of this Section flow down to all Consultants and their subconsultants at every tier.

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, 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 the underlying contract:

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, 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 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect

activities undertaken in the course of the project. 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 shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

b. Age - In accordance with 29 U.S.C. § § 621 et seq., 42 U.S.C. §§ 6101 et seq., and Federal transit law at 49 U.S.C. § 5332, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, 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 U.S.C. § 12112, Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

3. Consultant agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the project, and 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.

C. DISADVANTAGED BUSINESS ENTERPRISE. In connection with the performance of the Work, Consultant will cooperate with Metra in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for any subcontract work under this Agreement.

D. INDEPENDENT CONTRACTOR. Consultant shall be an independent contractor. Services performed pursuant to this Agreement are not rendered as an employee of Metra. Amounts paid pursuant to this Agreement do not constitute compensation paid to an employee.

E. REVOLVING DOOR PROHIBITION. Consultant has reviewed the Affidavit/Certification exhibit and has no knowledge of any former employee or board member being involved in this solicitation process in violation of Section 4.05 of Metra's Bidding

Regulations. All former Metra board members and certain employees are expressly prohibited, for a period of one (1) year after leaving Metra's employ, from engaging in any procurement activity with Metra.

F. CONFIDENTIALITY. Any documents or information obtained by Consultant from Metra or created by or on behalf of Consultant in connection with this Agreement shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by Metra, or is required by court order or court rule. Consultant shall require its subconsultants, if any, to maintain the confidentiality of Metra's information and documents.

9. RECORDS.

A. RETENTION. Consultant shall maintain records, including those records required under the Compensation Section above, to show its time and costs, and shall submit monthly progress reports describing the portion of the Work already performed and anticipated during the next time period. On 15 days notice from Metra, all time sheets, billings, and other documentation used in preparing said progress reports shall be made available for inspection, copying, and auditing by Metra at any time during normal business hours, at 547 West Jackson Boulevard, Chicago, Illinois 60661. Consultant shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of Metra for the recovery of any funds paid by Metra under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

B. AUDIT AND INSPECTION.

1. Consultant agrees to permit, and shall contractually require all of its subconsultants at all tiers to permit, the authorized representatives of Metra or the Funding Agencies (as defined below), if applicable, to inspect and audit all work sites, work materials, payrolls, books, accounts, records, supporting documents, and any other documents involving this Agreement.

2. All costs and rates charged by Consultant shall be supported by properly executed payrolls, time records, invoices, vouchers, orders, contracts, or other documents evidencing in detail the nature and propriety of the charges.

3. Costs incurred by Consultant shall be eligible for reimbursement under this Agreement if and to the extent they meet all of the requirements set forth below. They must:

   a. be in conformity with all laws, regulations, and guidelines prescribed by the Funding Agencies (as defined below);

b. be made in conformance with the scope and provisions of this Agreement;

c. be necessary in order to accomplish the Work;

d. be in conformance with the cost principles for allowable direct and indirect costs and rates used by Metra for the professional services specific to this Agreement. Metra may, in its sole discretion, accept and use the cost principles established by any applicable Funding Agency;

e. be documented to the satisfaction of Metra; and

f. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by Metra.

4. Metra's payment of any costs and rates pursuant to this Agreement shall not constitute a final determination by Metra of the allowability of such costs and rates until an audit under the provisions of this Agreement has been certified as completed or waived by Metra. In addition, such payments made prior to audit or waiver thereof shall not constitute a waiver of the breach of any terms of this Agreement by Consultant.

5. The close out of this Agreement does not alter in any way the reporting and retention requirements stipulated herein and does not alter Consultant's obligation to return any monies due under this Agreement on the basis of any later audit or other review.

6. If Metra determines after an audit that Consultant's direct or indirect costs or rates submitted as part of its proposal or Metra's 4400 Form are expressly unallowable under an applicable cost principle, Consultant shall refund to Metra: (a) the amount of the disallowed costs and rates and (b) simple interest based on the prime rate to be computed on the amount Consultant was paid (whether as a progress or billing payment) in excess of the amount to which Consultant was entitled. Interest will begin to accrue fifteen days from the date Metra notifies Consultant in writing of the excess amount paid. The interest rate will be two points above the prime rate published in the "Money Rates" table of the Wall Street Journal on the day the notice of disallowed costs is sent to Consultant. However, Metra may, in its sole discretion, waive all or part of the interest.

C. OWNERSHIP. Metra shall retain ownership of all plans, specifications, related documents, computer disks, software, and all other work product (collectively referred to as "Work Product"), including, but not limited to, those mentioned above, prepared by or purchased by Consultant in connection with the Work and this Agreement. Metra and the Funding Agencies (as defined below) shall exercise such rights to the Work Product without further restriction or limitation

and without further compensation to Consultant. Upon request, Consultant shall, at its sole cost, arrange, index, and deliver all Work Product to Metra. However, the ideas, concepts, methodologies, processes, inventions, and tools (including hardware and software where applicable) (collectively referred to as "Tools") that Consultant previously developed and brings to Metra in furtherance of performance of the Work, shall remain the property of Consultant and shall not be defined as Work Product. Consultant, however, grants to Metra a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use (or permit Metra's agents to use on Metra's behalf) such Tools, but solely for the benefit of Metra when using the Work Product.

D. COPYRIGHT AND RIGHTS IN DATA. This Agreement adopts the United States Department of Transportation, Federal Transit Administration ("FTA") policy on Patent Rights and rights in data and copyrights as set forth in Part II of the standard FTA grant agreement enforceable between Metra and the FTA.

10. INDEMNIFICATION AND WAIVER.

A. To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and save harmless Metra, the Commuter Rail Division of the Regional Transportation Authority, and their respective directors, officers, agents, and employees (cumulatively referred to as the "Indemnified Parties") from and against all loss, claims, liability, cost, and expense (including attorney's fees and other reasonable expenses of litigation or arbitration) which any of them may incur, sustain, or be subject to on account of: (i) all claims, including claims for injury to person or death or damage to property, suffered by any of them which result from or arise out of Consultant's performance of this Agreement or Consultant's failure to perform under this Agreement; and (ii) where applicable to the scope and description of services performed by Consultant, injury to any person or death or property damage arising out of: (a) any defect or alleged defect of design, regardless of whether the relevant work or design was made by Consultant or a subconsultant, and regardless of the extent to which Metra may have approved or participated in any design work; or (b) any negligence in Consultant's oversight or contract administration. Consultant, however, shall not assume the risk of injury to person (including death) and damage to property and shall not indemnify and save harmless the Indemnified Parties from and against any loss, liability, cost, and expense (including costs of litigation and attorney's fees) to the extent such injury (including death), damage, loss, liability, cost, or expense is caused by the gross negligence or willful misconduct of the Indemnified Parties.

B. Consultant hereby binds itself, its successors, and assigns, to indemnify, defend, and hold harmless the Indemnified Parties from all claims, loss, damages, or expenses (including attorney's fees) for alleged infringement of patent, trademark, or copyright laws and rights, arising from any material or design specified in, or supplied pursuant to, this Agreement.

C. Consultant agrees that the above indemnification includes the Illinois Department of Transportation ("IDOT"), FTA, and the Regional Transportation Authority ("RTA") (collectively, "Funding Agency" or "Funding Agencies") if those Funding Agencies participate in the funding of this Agreement.

D. To the fullest extent permitted by law and except to the extent caused by the Indemnified Parties' gross negligence or willful misconduct, Consultant waives all claims for damage to property or person (including death) sustained by Consultant as a result of Consultant's performance of the Work. The obligations, rights, and remedies of this Section 10 shall survive the termination of this Agreement and the completion of the Work.

E. In the event any dispute or claim, related to the construction or the construction contract, should arise between the parties to this Agreement, each party agrees to exercise good faith efforts to resolve the matter fairly, amicably, and in a timely manner.

F. Nothing in this Section 10 is intended to violate the provisions of the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq., and this section is not intended to be an indemnification of Metra's or its employees' own negligence to the extent such indemnification would be in violation of such provisions.

11. ACCURACY OF WORK.

A. REVISIONS REQUIRED. Metra will be relying upon Consultant's expertise to provide accurate work. Thus, Consultant shall be responsible for the accuracy and conformity of the Work with applicable state, federal, and local laws, codes, and permit requirements. Consultant shall promptly notify Metra of any applicable changes to local building codes. Consultant shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts, and shall do so without additional compensation. Consultant shall be governed by that degree of care, skill, and diligence that the other reputable members of his or her profession would ordinarily exercise under similar circumstances within the State of Illinois. In addition to any other rights and remedies Metra may have, Consultant shall be responsible for any damages incurred as a result of errors, omissions, and/or negligent acts, and for any losses or cost of repair or remedy arising out of such errors, omissions, and/or negligent acts caused by Consultant, its employees, agents, and subconsultants. Neither Metra's review, approval, payment, nor acceptance of the Work required under this Agreement shall constitute or operate as a waiver relieving Consultant of the professional responsibility for subsequent correction of errors and omissions and/or of any rights under this Agreement. Consultant shall be liable for all damages to Metra caused by Consultant's negligent performance of any services and for subsequent correction of any such errors or omissions, or for clarification of any ambiguities. The obligations, rights, and remedies of this Section 11 shall survive the termination of this Agreement and the completion of the Work.

B. DRAWINGS & SPECIFICATIONS. Consultant shall check all drawings, specifications, and checklists, if any, furnished by Metra immediately upon their receipt and shall promptly notify Metra of any errors, omissions, discrepancies, or variations. Consultant shall compare all drawings and verify the figures before commencing the Work and will be responsible for any errors or omissions that may result therefrom.

C. NOTIFICATION OF ERROR. Metra will notify Consultant of any error or omission believed by Metra to be caused by the negligence of Consultant as soon as practicable after discovery. Notification may be given by the most practical means deemed suitable by Metra. Consultant will designate and keep current the name of an individual with proper address and telephone number for purposes of notification hereunder. The notification will advise Consultant of the nature of the matter, the action sought from Consultant, and the time constraints required for response. Consultant agrees to contact Metra promptly in accordance with the time constraints contained in the notification, to undertake necessary construction site visits and inspections, to dispatch personnel to appropriate Metra office locations for resolution purposes, and to complete all corrective work necessary to resolve the matter notwithstanding any disagreement or dispute as to negligence. In the event it is later determined that Consultant was not negligent, Consultant will be compensated for additional services performed in accordance with the compensation provisions of this Agreement. Metra reserves the right to set off or back charge Consultant for any costs associated with design errors and omissions, and to take immediate action to remedy any error or omission if notification is not successful, if Consultant fails to respond to a notification, or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damage to property and reasonable notice is not practicable.

D. PROJECT MANAGEMENT PLAN/QUALITY MANAGEMENT PLAN. If applicable, Consultant shall conduct all Work according to Metra's latest Project Management Plan and Quality Management Plan.

12. FUNDING.

A. SUBJECT TO APPROPRIATIONS. If this Agreement is for a period of longer than one year, it is subject to the appropriation of funds by Metra's Board of Directors for each year beyond the first year of this Agreement.

B. SUBJECT TO FINANCIAL ASSISTANCE. Payments to Consultant under this Agreement might be funded in part by financial assistance from one or more of the Funding Agencies. If any Funding Agency fails to approve this Agreement or to provide financial assistance in the amounts required to fully fund payments to Consultant, Metra reserves the right to terminate this Agreement. This Agreement is subject to the provisions of the financial assistance agreements between Metra and the Funding Agencies, and in the event of conflict between such Funding Agency agreements and this Agreement, the Funding Agency agreements shall control. Consultant acknowledges that it has had the opportunity to review and copy the Funding Agency agreements before executing this Agreement. Pursuant to the applicable provisions of Metra's Master Agreement with the FTA, Metra gives notice to Consultant that Federal requirements may change, and the changed requirements will apply to this Agreement as required.

C. NO LIABILITY. The Funding Agencies shall not be subject to any obligations or liabilities to Consultant or its subconsultants or any other person not a party to this Agreement.

D. DESIGN WITHIN FUNDING LIMITS.

1. If this Agreement is for design services, Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract, using standard Metra procurement procedures for the acquisition, construction, or manufacture of any real or personal property designed at a price that does not exceed the estimated construction or manufacturing contract price as set forth by Metra. The contract estimate for the procurement or construction contract shall be established as part of the Notice to Proceed or communicated to Consultant in writing at a later date. When bids or proposals for the construction or procurement contract are received that exceed the estimated price, Consultant shall perform such redesign and other services as are necessary to permit contract award within the established construction or procurement contract price. These additional services shall be performed at no increase in the price of this Agreement. However, Consultant shall not be required to perform at no increase in the price of this Agreement if Metra determines that the unfavorable bids or proposals are the result of one of the following: (a) events beyond Consultant's reasonable control; (b) an increase in material cost which could not have been anticipated by reasonable consultants within the industry; or (c) an undue delay by Metra in issuing the construction or procurement solicitation.

2. Consultant will promptly advise the Contracting Officer if Consultant finds, at any time during the Work, that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design the real or personal property within these limitations. Upon receipt of such information, Metra will review Consultant's revised estimate of construction cost. If Metra determines that Metra's estimated construction or procurement contract price is so low that award of a construction or procurement contract (not in excess of such estimate) is improbable, Metra may either: a) authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction or procurement contract price, or b) adjust its estimated contract price. Consultant's continued performance shall mean acceptance of the above changes or adjustments by Metra. If Metra determines Consultant's cost estimates are reasonable, but does not accept them, Metra may either terminate this Agreement for convenience or release Consultant from the requirements of this Section.

13. CONTRACT CHANGES. Any change, modification, change order, or amendment (hereinafter "Contract Change") to this Agreement must be in writing and approved and signed by Metra's Executive Director or his designee, where authorized. Contract Changes can include, but are not limited to, changes to scope, time extensions, cost, contract terms, or any combination thereof. Consultant shall be liable for satisfactorily correcting, and/or all costs resulting from, any

change not ordered in writing and signed by the Executive Director or his authorized designee. Disagreements that cannot be resolved with negotiations shall be resolved in accordance with the Disputes clause.

A. CHANGE ORDERS. By written order, at any time, and without notice to the surety, the Executive Director may, subject to all appropriate adjustments, make changes to the general scope of this Agreement ("Change Order").

B. CHANGE ORDER PROCEDURES.

1. Either Metra or Consultant may initiate a Change Order.

2. Metra shall prepare and when appropriate, issue the written Change Order in conformance with Metra's applicable administrative procedures for Change Orders. Consultant shall supply all requested information, sketches, revised drawings, proposals, and any supporting back-up documentation.

3. Consultant Initiated Change Orders

   a. Within fifteen (15) days of when Consultant knows or should have known a cause for a Change Order, Consultant shall send Metra a notification that it intends to submit a Change Order request ("Change Order Notification" or "NCO").
   b. The NCO shall provide Metra with sufficient explanation to understand:
      1. the nature of the prospective Change Order request; and
      2. the rational or cause.
   c. The purpose of the NCO is not to approve or disapprove a Change Order, but to provide Metra with additional time to research the issues and thus expedite the Change Order process.
   d. Within seven (7) business days of receipt of the NCO, Metra shall inform Consultant whether it believes the potential Change Order request merits further discussion.
   e. Metra's response to the NCO shall not be relied upon as approval of a yet to be submitted Change Order, including any terms, scope, prices, or negotiated hours.
   f. Unless waived by Metra in writing, a Change Order request will not be processed without the prerequisite NCO submittal.

4. After receiving a NCO response from Metra Consultant shall send, if appropriate, the Change Order request complete with all pertinent drawings, prospectus, schedule breakdown, and cost data to Metra's project manager.

C. INELIGIBLE CHANGE ORDER COSTS.

1. The parties acknowledge that costs incurred by Consultant in response to Metra's comments or changes to drawings or designs submitted for Metra's review are not eligible for a Change Order, and such costs are already incorporated into Consultant's fees.

2. Notwithstanding the above, Consultant must submit a NCO within five (5) business days if it believes that Metra's comments or changes to drawings or designs are beyond the work bargained for by the parties and eligible for a Change Order. Prior to incorporating any Metra comments or changes that Consultant believes are entitled to a Change Order, Consultant must wait for Metra's response to the NCO.

D. CONSULTANT TO CONTINUE WORK. Notwithstanding the above, Metra may require Consultant to proceed with any Contract Change. Accordingly, pursuant to the Disputes Clause requiring continued performance of the Work, Consultant shall perform work as set forth in Metra's Contract Change. Failure of the parties to agree to an adjustment in price or time shall not excuse Consultant from proceeding with the Work as changed. By proceeding with the work as directed by Metra, Consultant shall not be deemed to have prejudiced any claim for additional compensation or an extension of time for completion.

E. CONTRACT CHANGE EFFECTIVE DATE. Consultant will first analyze any proposed Contract Change request to determine the latest calendar date wherein the change incorporation must commence to minimize (preferably eliminate) any contract time extension. Consultant will immediately notify Metra of this "Effective Date" and the prospective schedule impact to permit timely review by Metra staff of overall impact.

14. DISPUTES.

A. DISPUTE RESOLUTION. All claims, disputes and other matters in question between Consultant (or any other architect, engineer, or construction manager), Metra, subconsultants, contractors, surety, subcontractors, or any material suppliers arising out of, or relating to, agreements to which two or more of said parties are bound, or this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then existing, as modified herein, unless the parties mutually agree otherwise.

B. JOINDER. Metra, Consultant (or any other architect, engineer, or construction manager), subconsultants, contractors, surety, subcontractors, or any material suppliers who have an interest in the dispute shall be joined as parties to the arbitration. Metra will endeavor to require any appropriate third party to be subject to joinder. Consultant's contracts with its subcontractors shall also require such joinder.

C. AUTHORITY OF THE ARBITRATOR. The arbitrator(s) shall have authority to decide all issues between the parties including, but not limited to, claims for extras, delay and liquidated damages, matters involving defects in the Work, rights to payment, whether matters decided by the Architect involve artistic effect, and whether the necessary procedures for arbitration have been followed. The parties expressly agree that the arbitrator(s)' authority is limited to interpretation and application of the specific terms of the contract between the parties and the applicable laws of the State of Illinois and to deviate from same constitutes a manifest disregard of the law. The arbitrator(s) shall have no authority to add to, take from, or modify any of the provisions of the contract between the parties.

D. FINAL BINDING DECISION. The foregoing agreement to arbitrate and any other agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement, shall be specifically enforceable under the prevailing arbitration law. Subject to a Funding Agency's consent required below, the award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

E. DEMAND FOR ARBITRATION. The written demand for arbitration shall be served upon the other party to the arbitration and with the American Arbitration Association ("AAA") within ten (10) business days after receiving written notice of Metra's final decision with which it disagrees. If the parties mutually agree, they may extend the time to file a written demand for arbitration in order to engage in additional negotiations.

F. WORK SHALL CONTINUE. Unless otherwise agreed in writing by Metra, all parties shall diligently and in good faith carry on the work and timely perform their duties during any negotiation or arbitration proceedings, and Metra shall continue to make payments of any uncontested invoices as required by the Agreement.

G. JURISDICTIONAL CHALLENGE. If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing party shall pay all costs and attorneys' fees incurred by the prevailing party.

H. ADDITIONAL RULES. In addition to the Construction Industry Arbitration Rules of the American Arbitration Association applicable to any arbitration hereunder, the following shall apply:

1. Pleading. Promptly upon the filing of the arbitration, each party shall be required to set forth in writing and to serve upon each other party a detailed statement of its contentions of fact and law.

2. Discovery. All parties to the arbitration shall be entitled to the discovery procedures and to the scope of discovery applicable to civil actions under Illinois law, including the provisions of the Civil Practice Act and Illinois

Supreme Court rules applicable to discovery. Such discovery shall be noticed, sought, and governed by those provisions of Illinois law.

3. The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

4. These additional rules shall be implemented and applied by the arbitrator(s).

I. FEES AND EXPENSES. The fees and expenses of the arbitration proceedings, i.e. judge's fees, reporter fees, and other AAA's fees, shall be divided equally between Metra and each party to the arbitration. Each party shall pay its own personally incurred fees and expenses, including its own attorney and witness fees.

J. CONSENT BY FUNDING AGENCIES. The parties agree that upon the submittal of a claim for arbitration, Metra shall promptly notify the appropriate Funding Agency, if any. If in the event the agreement between the Funding Agency and Metra prohibits the use of arbitration as a dispute resolution process, Metra shall promptly notify the parties, and all arbitration activities shall cease. Pursuant to Funding Agency grant conditions, any settlement or decision must be reviewed and approved by the Funding Agency before it is binding on Metra. The parties may then pursue any claim in a court of law.

15. SAFETY REQUIREMENTS

A. COMPLIANCE. Before entering Metra property or property owned by other railroads that is relevant to this Agreement, Consultant and its subcontractors at any tier who meet the definition of a Roadway Worker below shall cause their employees to comply with Metra's Safety Rules and General Procedures (or the applicable safety rules of the railroad where the Work is being conducted). If Consultant or its subcontractors perform Work on Metra trackage or trackage of another railroad as part of this Agreement (or within 25 feet of Union Pacific & BNSF trackage), Consultant, subcontractors at any tier, and their respective employees must complete Metra's Contractors Orientation Safety Program located at "contractororientation.com" or the safety orientation of the railroad where Work is being conducted. The web-master will charge an $11.00 fee for each of Consultant's and its subcontractors' employees, and will furnish a contractor orientation course completion card which must be carried at all times by the employee while on railroad trackage where Work is being conducted.

B. DEFINITION. A Roadway Worker is defined as: Any employee of the railroad, or of a contractor to the railroad, whose duties include and who is engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or electric traction systems, or in the operation of roadway maintenance machinery on or near track, with the potential of fouling a track.

C. NOTICE. Consultant and its subcontractor are not permitted to work on or near Metra trackage (or within 25 feet of Union Pacific & BNSF trackage) until the Metra employee- in-

charge or the other appropriate railroad's employee is present at the job site and the extended job briefing has been conducted.

D. EMERGENCY. CALL METRA POLICE (312) 322-2800

16. MISCELLANEOUS.

A. COMPLIANCE WITH LAWS. Consultant hereby agrees to comply with all applicable statutes, ordinances, building codes, and regulations of the United States, the State of Illinois, Metra, and units of local government. Any contract executed in violation of the terms and conditions of law may be null and void as to Metra.

B. GOVERNING LAWS. To the extent not preempted by federal law, this Agreement is made in and shall be interpreted under the laws of the State of Illinois, and Consultant agrees and consents that only the courts of Cook County, State of Illinois, the United States District Court for the Northern District of Illinois, and 7th Circuit shall have jurisdiction over controversies arising out of this Agreement. The parties to this Agreement irrevocably consent to jurisdiction of such courts and waive any objection based on venue or forum nonconveniens.

C. NOTICES. All notices, demands, elections, and other instruments required or permitted to be given or made by either party upon the other under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered, or sent by facsimile transmission, with proof of successful transmission sent by regular mail as either party may from time to time furnish to the other in writing. All notices to Metra shall be sent to the Director of Professional Services.

D. HEADINGS. The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

E. SET-OFF RIGHTS. Metra may, but shall not be obligated to, withhold from and set-off against any payment otherwise due and payable by Metra under this Agreement, any amount payable by Consultant to Metra under or in connection with this Agreement.

F. SEVERABILITY. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the Parties.

G. WAIVER. No waiver of any right of a party under this Agreement shall be effective unless made in writing by the party whose rights are thereby waived, stating explicitly that a waiver of a right under this Agreement is intended, and executed by an officer who has authority generally

to execute contracts for the waiving party.

H. CONSTRUCTION. Consultant is represented by legal counsel of its choice and is fully aware of the terms of this Agreement. Consultant agrees that the rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES RECITED BELOW:

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA

BY_____

_____
PRINT NAME

TITLE EXECUTIVE DIRECTOR

ATTEST

BY_____
DATE

TITLE ASSISTANT SECRETARY TO THE BOARD

CONSULTANT

BY_____

_____
PRINT NAME

TITLE_____

ATTEST

BY_____
DATE

TITLE_____

COST AND PRICE ANALYSIS—PROFESSIONAL SERVICES CONTRACTS

For use of this form, see Metra procedure PU-06 or PU-08

This form is to be used as provided under Metra procedures. It will be executed and submitted with proposals in response to "Requests for Proposals" for the procurement of professional or personal services. If your cost accounting system does not permit analysis of costs as required, contact the materials management office for further instructions.

REQUEST NO.

NAME AND ADDRESS OF OFFERER

DETAIL DESCRIPTION	ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED COST (Dollars)
1. DIRECT LABOR (specify)			
TOTAL DIRECT LABOR			

2. BURDEN (Overhead-specify) DEPARTMENT OR COST CENTER	BURDEN RATE	X BASE =	BURDEN ($)	
TOTAL BURDEN				

3. DIRECT MATERIAL		
TOTAL MATERIAL		
4. SPECIAL TESTING (including field work at Government installations)		
TOTAL SPECIAL TESTING		
5. SPECIAL EQUIPMENT (if direct charge-specify in Exhibit B on reverse)		
6. TRAVEL (if direct charge)		
a. TRANSPORTATION		
b. PER DIEM OR SUBSISTENCE		
TOTAL TRAVEL		
7. CONSULTANTS (identify-purpose-rate)		
TOTAL CONSULTANTS		
8. SUBCONTRACTS (specify in Exhibit A on reverse)		
9. OTHER DIRECT COSTS (specify in Exhibit B on reverse-explain royalty costs, if any)		
10. TOTAL DIRECT COST AND BURDEN		
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)		
TOTAL ESTIMATED COST		
13. FIXED FEE OR PROFIT (State basis for amount in proposal)		
14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT		

OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION

A. GOVERNMENT AUDIT PERFORMED	DATE OF AUDIT	ACCOUNTING PERIOD COVERED

NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT

C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES? ☐ NO ☐ YES
(If yes, name Agency negotiating rates)

D. (If no Government rates have been established furnish the following information)

DEPARTMENT OR COST CENTER	RATE	BASE	TOTAL INDIRECT EXPENSE POOL	BASE FOR TOTAL

16. EXHIBIT A - SUBCONTRACT INFORMATION (If more space needed, use blank sheets, identifying item number

NAME AND ADDRESS OF SUBCONTRACTOR (S)	SUBCONTRACTED WORK	SUBCONTRACT	
		TYPE	AMOUNT

17. EXHIBIT B - OTHER DIRECT COSTS (Specify, if more space needed, use blank sheets, identifying item number)

CERTIFICATE

The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commissions, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.

NUMBER OF CONTRACTOR EMPLOYEES	STATE INCORPORATED IN
☐ 500 AND UNDER ☐ OVER 500 ☐ OVER 750 ☐ OVER 1,000	

DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

I. PURPOSE

This procedure sets forth policies and instructions for acquiring, administering, and terminating contracts for Architectural and Engineering ("A & E") services by Metra, regardless of funding source. The services being solicited are directly in support of, directly connected to, directly related to, or lead to construction, alteration, or repair of real property.

II. POLICY:

GENERAL:

A & E services are acquired by Metra using the "Brooks" procurement method regardless of funding source. However, Circular 4220.1F applies to each Federal Transit Administration ("FTA") recipient of Federal assistance when it uses FTA assistance for third party contracts. Also, Metra requires that all third party contracts include provisions adequate to form a sound and complete agreement.

The Brooks procurement method is based on the award of contracts for services such as A & E services (the nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualification-based procurement procedures may be used) using a qualifications-based procurement analysis. A & E services, the term means: (A) professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described in this paragraph; (B) professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and (C) other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.

FTA funded third party contracts exceeding $100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor. Termination for cause and termination for convenience provisions must be included in contracts exceeding $10,000. If there is a liquidated damages provision in a proposed contract, any liquidated damages recovered shall be credited to the project

account involved unless the FTA permits otherwise. When progress payments are utilized, the solicitation documents must indicate that Metra will receive title to property (materials, work in progress, and finished goods). Advance Payments are prohibited to a third party contractor before the contractor has incurred the cost for which the payments would be attributable. However, the FTA does occasionally make exceptions to the prohibitions if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence.

Price is not a factor in determining the most qualified Offeror. Instead, each Offeror's qualifications are evaluated and the most qualified Offeror is selected subject to the negotiation of fair and reasonable compensation. Metra does not utilize Design-Build type contracts.

Proposals will be evaluated, negotiated, selected and any award shall be made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitive negotiated procurement whereby proposals are evaluated to determine which proposals are within a competitive range. Discussions may then be carried out with Offerors within the competitive range. The Offeror selected will be the Offeror whose proposal is found to be most advantageous to Metra, based upon consideration of the Evaluation Criteria. Negotiate the offer/contract with the highest ranked Offeror. In the event the Professional Services/Contracts Division is unable to reach an agreement with such Offeror, terminate negotiations with such Offeror and enter into negotiations with the next highest ranking Offeror (and so on).

Metra personnel will maintain ethical standards in their professional activities. Metra personnel must avoid personal and organizational conflict-of-interest situations and avoid the appearance of such situations. Metra personnel are required to be familiar with Metra's ethics policies and all circumstances and persons covered by any type of conflict-of-interest situation.

Any proprietary information, methodology, or application that is contained in a proposal shall remain strictly confidential, will be screened for distribution only to those Metra personnel who require it for work directly connected with the project, and will not be distributed to persons not relevant to the project and not within reporting hierarchies at Metra which are relevant to the project. The confidentiality extends to the cost/profit figures contained in the proposals and the process of negotiations.

NARRATIVE DESCRIPTION OF PROCESS:

The process for a particular award of an A & E services contract will be described in the respective Request for Proposals ("RFP") prepared by the Requisitioner/User. Services

which are not A & E services according to the Brooks Act, even though performed by an A & E firm, shall be considered professional services. (See PU-06-RC or PU-07-RC).

Each RFP will be submitted by the Requisitioner/User to the Professional Services/ Contracts Division, together with a list of the specific Evaluation Criteria for the subject project, a statement of work that is clear and an accurate description of the technical requirements for the service(s) to be procured, and an independent Cost Estimate prepared by the Requisitioner/User to establish a base cost for budgetary purposes that is to incorporate and document an analysis as partial elements to rationalize the amount of the contract; foreseeable requirements, past and current usage, and possible procurement methods. The initial RFP prepared by the Requisitioner/User will be reviewed by the Professional Services/Contracts Division which, after such review and in concert with the Requisitioner/User, will prepare the formal RFP. A list of criteria with their order of importance will be included in the RFP. No dollar value of any project will be directly or indirectly solicited in the formal RFP. The formal RFP will be used by the Professional Services/Contracts Division for solicitation of proposals from Offerors. The solicitation documents must also include as an Exhibit the FTA required contract clauses.

Proposals with respect to a given RFP will be solicited through the use of advertisement in a newspaper of general circulation, e-mail notification to Offerors selected from Metra's vendor database, and posting on Metra's web site. The Professional Services/Contracts Division, with the assistance of the Requisitioner/User, may coordinate the scheduling of a pre-proposal conference to clarify requirements and answer questions from potential Offerors. Attendance at such pre-proposal conference by potential Offeror(s) is not mandatory and absence such a conference will not be used to find an Offeror non-responsive.

The evaluation of the proposals received with respect to a given RFP will be performed by the designated Evaluation Committee. RFP proposals will be first received by the Professional Services/Contracts Division and first opened, in the presence of a witness, on the appointed proposal due date. The Professional Services/Contracts Division will perform an initial review and complete a Responsibility Determination Form with respect to each proposal. Any potential Offeror which does not demonstrate that they are a responsive Offeror necessary to assure achievement of the RFP objectives may be eliminated from further consideration. Proposals accepted by the Professional Services/ Contracts Division for consideration will be forwarded to the Evaluation Committee for review.

Each proposal accepted for consideration will be evaluated by the Evaluation Committee, first individually by each member, then collectively as a group, based on the Evaluation Criteria provided in the subject RFP. The Evaluation Committee shall make a preliminary evaluation of the submitted proposals to identify, normally, no less than the three highest

ranked Offerors based on the subject Evaluation Criteria with which the Professional Services/Contracts Division shall arrange to engage in further discussions.

The Professional Services/Contracts Division, with the assistance of the Requisitioner/User, shall coordinate further discussions with the identified highest ranking Offerors, including the scheduling of a pre-award interview to clarify any final matters. The Professional Services/Contracts Division shall also obtain such other information, other than cost information, necessary to evaluate the identified highest ranking Offerors and their respective proposals.

Upon obtaining the foregoing information, the Evaluation Committee shall re-evaluate the identified highest ranking Offerors, first individually by each member, then collectively as a group, to determine the Offeror whose proposal appears to be the best/most qualified to Metra based on the Evaluation Criteria. The Professional Services/Contracts Division shall continue to negotiate with such selected Offeror to determine compensation that is fair and reasonable, taking into account the scope, complexity, and professional nature of the services. Except in the case of Blanket RFPs, cost details from the highest ranking Offeror will be obtained on a RC4400 form after the evaluation process. For Blanket RFPs, a schedule of positions with the range of hourly rates including overhead and burden and any other costs to be determined will be obtained on a RC4400 form, from the highest ranking Offeror after the evaluation process. The Professional Services/Contracts Division shall complete the Price Analysis Documentation and forward such documentation, together with all other information received with respect to the subject Offeror to the Evaluation Committee. To determine price reasonableness through the price/cost analysis, if the independent cost estimate is significantly different (20 % or greater) than the price received, an explanation as to the significant difference should accompany the determination whether the price/cost is fair and reasonable. The review should also be done if award is subsequently made to another vendor due to a breach of contract that has occurred within the period where original bid submittals are still good. The Contract and Compliance Analyst will do a review of the bid if a variance of 20 percent or greater exists to determine why the ICE was off and will assist staff in a review of price reasonableness.

Contracts with respect to a given RFP will be generally awarded on a maximum compensation basis, and will reflect a specified maximum amount, payment schedule, and method of payment. Advance payments prior to the incurrence of costs by the Offeror are prohibited. If no contract can be concluded with the highest ranking Offeror, negotiations will be formally terminated with that Offeror and new negotiations will be undertaken with the second highest ranking Offeror (and so on). Upon completion of the foregoing negotiations, the Professional Services/Contracts Division shall prepare, and have internally approved, a contract to be executed by the selected Offeror.

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

The Professional Services/Contracts Division will maintain all substantive records and correspondence with respect to each RFP. Such records include, but are not limited to, the documentation relating to the rationale for the method of procurement, the selection of contract type, the basis of Offeror selection/rejection based on the Evaluation Criteria, Evaluation Committee rankings (individual and group) with respect to each Offeror (explaining any wide variances in scores) and the basis for the contract price. All such information shall be maintained by the Professional Services/Contracts Division in the respective procurement file (other than large maps, drawing and plans which are to be kept in respective department file).

After contract execution and issuance of the Notice of Award by the Professional Services/Contracts Division, the Requisitioner/User and the Professional Services/Contracts Division will continuously monitor Consultant's compliance with the provisions of the contract. In the event of non-compliance by a Consultant, the Professional Services/Contracts Division will contact the Consultant and attempt to rectify the compliance deficiencies. If the Consultant is unresponsive, or such deficiencies are not remedied, the Professional Services/Contracts Division will take remedial action(s) with respect to the subject contract, including without limitation termination of the contract. The Professional Services/Contracts Division, in consultation with the Requisitioner/User department, will follow FTA guidelines where appropriate and Metra Administrative Operating Procedures regarding the appropriate actions associated with protest and disputes. (See PU-11-RC).

When a Cost-Plus-Fixed Fee contract is being utilized and the contract duration exceeds one year and provisional overhead rates have been used, the Professional Services/Contracts Division will annually request the audited rates from firms that have performed work in the prior year to establish fixed rates for the prior year's work. Metra will review the audited rates received to determine whether they are accepted or not. The accepted audited rates will then become the provisional rates for the current year. Any contract adjustments requiring a Change Order Request or Billing will be initiated by the Professional Services/Contracts Division. If rates are not accepted, the Materials Management Department will seek the appropriate information from the respective firm(s) to determine an acceptable audited rate. Overhead billed for the final contract year will be based on the audited rate selected by Metra, who shall have the option to use, at its sole and absolute discretion, an audited rate used under any prior contract year or an average of one or more prior audited rates, as Metra deems appropriate under the circumstances.

Upon completion of a project, the Requisitioner/User shall complete a Contract Completion Form and forward the completed form to the Professional Services/Contracts Division to be filed in the respective procurement file.

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

III. DEFINITIONS

Architectural & Engineering (A & E) Services: See Glossary.

Blue Folder: See Glossary.

Board Concurrence: See Exhibit IV.

Brooks Method: See Glossary.

Canvass: See Glossary.

Capital Funds/Capital Funding: See Glossary.

Checklist - RFP's: See Exhibit V.

Clarification: See Glossary.

Contact Person means the individual(s) with technical expertise and/or experience in the subject matter of the RFP, selected and designated by the Requisitioner/User, in cooperation with the Professional Services/Contracts Division, to respond to the technical inquiries of Offerors.

Consultant: See Glossary.

Cost Analysis: See Glossary.

Cost Estimate: See Glossary.

Discussion: See Glossary.

Evaluation Committee means a group of individuals selected and designated by Requisitioner/User, in cooperation with the Professional Services/Contracts Division, for their expertise in the subject matter of the respective solicitation.

Evaluation Criteria means a clear and accurate description prepared by the Requisitioner/User of: (a) all technical requirements of the subject A & E services to be acquired; (b) all required or requested experience and expertise qualifications; (c) all key elements (if any) required by Requisitioner/User; (d) all other considerations to be used in making the award of the subject A & E services contract; and (e) as necessary or desired by the Requisitioner/User, an order of importance for each of the foregoing criteria to be

listed in the RFP and used by the Evaluation Committee when reviewing Offeror proposals received with respect to the subject project.

Negotiation: See Glossary.

Offeror means the subject potential vendor with respect to a given RFP. Once an Offeror has entered into a contract with Metra said Offeror will be deemed a Consultant for purposes of this procedure.

Price Analysis Documentation: See Exhibit III.

Qualified Range: See Glossary.

Request for Proposals ("RFP"): See Exhibit I. The initial draft of the RFP shall be completed by the Requisitioner/User. The Professional Services/Contracts Division shall review the initial draft of the RFP pursuant to the procedures below, and shall draft the formal RFP to be submitted to Offerors for proposal.

Requisitioner/User means the individual(s), holding the requisite authority, preparing and submitting an RFP on behalf of the requesting department/division.

Responsibility Determination Form: See Exhibit II.

IV. GENERAL RESPONSIBILITIES

Accounts Payable

- Processes invoices and encumbers funds.

Accounts Receivable

- Receive notice from the Professional Services/Contracts Division that, after Materials Management review and approval of an audited rate, the rate results in Metra being owed money.
- Prepare and submit Bill to the consultant for payment.
- Receive and process payment from consultant as appropriate.
- Notifies General Development that payment from consultant has been received and handled as appropriate.

Office of Business Diversity and Civil Rights ("OBDCR")

- Reviews RFPs for compliance with applicable Affirmative Action/Disadvantaged Business Enterprise ("DBE") guidelines.
- Supplies memorandum to Professional Services/Contract Division advising that a particular Offeror is in compliance with all applicable DBE guidelines and that any necessary DBE certification is on file.
- Reviews final contract for compliance with all applicable DBE guidelines and notifies Professional Services/Contract Division of compliance or non-compliance.

Deputy Executive Director

- Reviews contracts received from Professional Services/Contracts Division and approves as appropriate.

Executive Director/CEO

- Reviews contracts received from Professional Services/Contracts Division and approves as appropriate.

Evaluation Committee

- Reviews proposals received from offerors.
- Evaluation Committee members initially independently rank each Offeror based upon Evaluation Criteria.
- Evaluation Committee members then meet to discuss independent rankings of Offerors and, through their discussions, obtain an initial consensus ranking with respect to each Offeror.
- Identifies no less than the three highest ranked Offerors, if possible, with whom the Professional Services/Contracts Division shall arrange further discussions with.
- After pre-award interviews, re-evaluate independently and then reconvene and arrive at a consensus rankings of Offerors, as necessary.
- Identifies highest ranking Offeror (and order of subsequently ranked Offerors) with which Professional Services/Contracts Division shall attempt to negotiate a final contract.
- Reviews cost and other information obtained by Professional Services/Contracts Division from selected highest-ranked Offeror.
- Forwards all substantive records and correspondence with respect to each RFP, including the information identified in Section II above, to Professional Services/Contracts Division for filing in respective procurement file.

General Development Department

- Where capital funds (other than Section 8 funding) are involved, provides detailed guidance to Professional Services/Contracts Division on contract requirements, reviews contracts for compliance with the requirements, and obtains funding concurrence as required.
- Receive notice from the Using Department, after Materials Management reviewed and approved of an audited overhead rate, that Metra owes money to a consultant whose contract is FTA funded. Receive, from the Using Department, a Change Order Request for the payment due to the consultant.
- Receive notice from Materials Management that the audited overhead rate results in Metra being owed money,
- Receive notice from Accounts Receivable that a Bill has been issued to the consultant for an amount due.
- Accounts Receivable notifies General Development that payment has been received and handled as appropriate.

Law Department

- Reviews contracts received from Professional Services/Contracts Division for legal compliance and provides clearance as appropriate.

Professional Services/Contracts Division

- Approves the Evaluation Criteria prepared by Requisitioner/User.
- Together with the Requisitioner/User, identifies Evaluation Committee and Contact Person.
- Performs overall staff management, coordination, processing, execution and filing of A & E contracts, including coordination of the RFP's components, and issues of solicitation.
- Together with the Requisitioner/User, schedules and hosts the pre-proposal conferences (as necessary), to clarify RFP requirements and answer questions from potential Offerors.
- Reviews the initial RFP and prepares the formal RFP. Assures that there are clear, accurate descriptions of the technical requirements, and services(s) to be procured.
- Prepares solicitation advertisement and facilitates the placement of such advertisement in a newspaper of general circulation.
- Identifies target Offerors (if any) from Metra's vendor database to receive e-mails regarding solicitation and facilitates such e-mails.
- Receives proposals, performs initial review, and completes a Responsibility Determination Form for each proposal.
- If a single proposal is received in response to a solicitation, determine if competition was adequate. This should include a review of the specifications for undue restrictiveness and canvass of potential sources that chose not to submit a proposal. Determine whether to

re-solicit or continue with the award based upon the information obtained in the review. Materials Management's canvass is to be maintained in the contract file.

- Together with the Requisitioner/User, schedules and hosts pre-award interviews (as necessary), with Offerors.
- Coordinates correspondence, if any, between Offerors and Metra's Contact Person.
- Obtains cost and other information requested by the Evaluation Committee from selected highest-ranked Offeror.
- Obtains and/or performs pre-award Cost Analysis of proposals, in consultation with the Requisitioner/User, to determine the reasonableness of the final Offeror's costs.
- Negotiates and coordinates award of final contract to highest ranked Offeror(s) (or subsequently ranked Offeror(s), as applicable).
- Coordinates on-going administrative duties not directly related to monitoring of consultant's work performance, such as correspondence meeting minutes.
- Upon notification from Requisitioner/User, attempts to obtain compliance with contract provisions from non-complying Consultants and/or takes remedial actions with respect to the subject contract (including without limitation cancellation of the contract) as necessary.
- Completes Checklist-RFP's for each RFP.
- Maintains all substantive records and correspondence pertaining to each RFP, including the information identified in Section II above, in the respective procurement file (other than large maps, drawing and plans which are to be kept in the respective Requisitioner/User department file).
- Annually, typically in January after the prior calendar year, request from Using Department(s) a list of firm(s) that have performed services utilizing provisional rates in the prior year.
- Receive list of firm(s) from the Using Department(s) that have performed services in the prior calendar year and send a letter to those firm(s) requesting their audit rates for the prior year.
- Receive audited rates from the firm(s) and forward the rates to Materials Management.
- Follow-up with firm(s) that have not submitted their audited rates. If they fail to submit the requested audited rates, initiate the Contractual Breach process as provided per the respective contract Terms and Conditions.
- If Materials Management requires additional financial information to verify a firm's audited rates, request such information,
- If the audited rates, after review and approval by Materials Management, results in Metra owing money to a firm, receive from the Using Department a Change Order Request to provide for payment due to the firm. Follow PU-10-RC, (Change Orders) to process the Change Order Request.
- Request firm to submit an invoice for the amount owed them based upon the approved audited rate.

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

- Receive notice from Materials Management that the audited rate indicates Metra is owed money.
- Notify firm that based upon review of their audited rate, they owe Metra money. If the firm disagrees, review additional financial information they provide and negotiate a final accepted audited rate.
- Notify Accounts Receivable to issue a Bill to the firm.

Materials Management Department

- Reviews contracts and approves as appropriate.
- Receive list of firm(s) from Professional Services/Contracts Division that have performed services in the prior calendar year and utilized provisional rates for those services.
- Receive audited overhead rates from the firm(s) identified assuming provisional rates for services rendered the prior year.
- Review rates received from identified firms. Determine whether a respective firm's audited rate is appropriate or not. If appropriate and the rate results in Metra owing money to the firm, notify Professional Services/Contracts Division to request a Change Order from the Using Department, or, if appropriate, and the rate results in Metra is being owed money, notify Professional Services/Contracts Division to request a Bill be issued to the firm by Metra's Accounts Receivable Department.
- If a rate is not appropriate, request Professional Services/Contracts Division to request additional financial information from the firm(s) to verify its rate,

Requisitioner/User

- Establishes project objectives, the tentative scope of work, and Evaluation Criteria.
- Determines budgetary support limits and tentative project scheduling.
- Prepares initial Purchase Requisition and RFP. Prepares a clear, accurate description of the technical requirements, and services(s) to be procured.
- Prepares an Independent Cost Estimate and attaches to the requisition submitted to Professional Services/Contracts.
- Determines the importance of contract completion or milestone date(s) to facilitate appropriate actions when noncompliance with terms has occurred.
- Submits RFP to OBDCR for review of compliance with applicable DBE guidelines.
- Submits RFP reviewed by OBDCR to the General Development Department for review of compliance with applicable funding guidelines. Identifies appropriate funding account(s) and inputs onto the Purchase Requisition.
- Submits RFP reviewed by the General Development Department, with all of the appropriate supporting documentation, to the Professional Services/Contracts Division.

- Submits list of additional prospective Offerors, if any, to Professional Services/Contracts Division.
- Together with Professional Services/Contracts Division, identifies Evaluation Committee for review of proposals and Contact Person to answer technical-related questions from prospective Offerors.
- Monitors contract performance by Offeror and notifies Professional Services/Contracts Division upon completion or non-compliance.
- Annually, typically in January after the prior calendar year, receive from Professional Services/Contracts Division a request for a list of firm(s) that have performed services utilizing provisional rates in the prior year.
- Submit list of firm(s) that have performed services in the prior calendar year to Professional Services/Contracts Division.
- If the audited overhead rates, after review and approval by Materials Management, result in Metra owing money to a firm, initiate a Change Order Request to facilitate payment to the firm.

Risk Management

- Determines insurance requirements for contracts when requested by the Using Department/Requisitioner.

Sr. Division Director, General Administration

- Reviews contracts and approves as appropriate.

V. INSTRUCTIONS

A. Request for Proposal Preparation

Responsible Party		Action
Requisitioner/User	1. A.	Prepare initial RFP, indicating the project's background and objectives, scope with a clear, accurate description of the technical requirements, and unambiguously as possible for the services(s) to be procured, estimated time schedule, Contact Person for technical-related questions forwarded from Professional Services/Contracts

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
			Division, reporting requirements, required project documents and Evaluation Criteria.
		B.	Prepare Purchase Requisition (RC73 see Exhibit I in PU-02-RC, Requisitioning of Materials and Services), and attach to the initial RFP.
		C.	Forward Purchase Requisition and initial RFP in accordance with FI-02-RC for approval.
		D.	Consult with OBDCR on DBE requirements, if any, to be included in initial RFP.
		E.	Forward requisition, initial RFP and attachments to General Development Department for review of grant numbers and grant assignments.
		F.	Prepare Insurance Requirement Request form (See Exhibit II in PU-06-RC, Professional Services Contracts) and request Risk Management to determine insurance requirements based on the scope of the project. Receive determination of insurance requirements from Risk Management.
		G.	If insurance requirements necessary, identify such requirements in relevant exhibit of formal RFP. If insurance requirements are determined to be unnecessary, then delete this exhibit.
General Development Department	2.	A.	Review requisition for grant numbers and grant assignments.
		B.	Forward requisition, initial RFP and attachments to the Professional Services/ Contracts Division.
Requisitioner/User (upon rejection of initial RFP from Professional Services/	3.	A.	Provide all additional information/revise RFP, as requested by Professional Services/Contract Division.

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
Contracts Division)		B.	Consult with OBDCR on additional DBE requirements, if any, to be included in revised RFP.
		C.	Forward requisition, revised RFP and attachments to General Development Department for review of revisions to grant numbers and grant assignments.
		D.	Complete applicable sections of Checklist - RFP's, if any.
General Development Department (upon rejection of initial RFP from Professional Services/ Contracts Division)	4.	A.	Review requisition, revised RFP for revisions to grant numbers and grant assignments.
		B.	Forward requisition, revised RFP and attachments to the Professional Services/ Contracts Division.

V. B. Solicitation of Proposals

Responsible Party			Action
Professional Services/ Contracts Division (review of initial RFP)	1.	A.	Receive and review the requisition and RFP (including all Evaluation Criteria) and all appropriate attachments from General Development Department.
		B.	Request Cost Estimate from Materials Department and/or the Requsitioner/User if not attached to initial RFP.
		C.	If submitted RFP is approved, consult with Requisitioner/User to select Evaluation Committee and Contact Person and proceed to step (2)(B) below.
		D.	If submitted RFP is not approved for any reason, forward RFP and all appropriate attachments back to Requisitioner/User with comments for revisions and re-submittal (proceed to back to step (1)(A)

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
			above).
		E.	Complete applicable sections of Checklist - RFP's, if any.
Professional Services/ Contracts Division (preparation of formal RFP/advertisement)	2.	A.	Prepare the formal RFP, which should include at least the following in the project description: overview, objectives, scope, estimated time schedule, reporting requirements, required project documents, DBE requirements (if any), the procurement method, Evaluation Criteria and Contact Person.
		B.	Forward any modifications to the initial RFP to all interested parties.
		C.	Prepare solicitation advertisement to be placed in newspaper of general circulation.
		D.	Identify target Offerors from Metra's vendor database to receive e-mail regarding solicitation.
		E.	Complete applicable sections of Checklist - RFP's, if any.
Risk Management	3.	A.	Receive Insurance Requirement Request form from Requisitioner/User.
		B.	Determine the applicable insurance requirements, if any, for Offerors.
		C.	Complete an insurance certificate which documents the requirements of insurance (as applicable), and send to Requisitioner/User.
Professional Services/ Contracts Division (prior to advertisement/mailing of solicitations for proposals)	4.	A.	Circulate the formal RFP with selected Offeror direct mailing list to the Requisitioner/User, OBDCR, General Development Department, and Risk Management Division for final review.
		B.	Concurrently with the circulation of the formal RFP, advertise the project in a newspaper of general circulation and send

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party		Action
		e-mail notices to each Offeror selected from Metra's vendor database.
		C. Complete applicable sections of Checklist - RFP's, if any.
Professional Services/ Contracts Division (after advertisement/mailing of solicitations for proposals)	5.	A. Schedule and host, if necessary, a pre-proposal conference and answer questions from potential Offerors to clarify requirements.
		B. Notify Evaluation Committee and appropriate division/department/offices of conference, if any.
		C. Have Contact Person and any other appropriate Metra staff available to answer questions on any portion of the formal RFP.
		D. Complete applicable sections of Checklist - RFP's, if any.

C. Selection of Consultant

Responsible Party		Action
Professional Services/ Contracts Division	1.	A. Receive proposals, and record the names of the Offerors on the Proposal Tabulation Sheet, (RC737 See Exhibit I in PU-04-RC, Informal Quotations And Award), and indicate respective due date.
		B. Open proposals in the presence of a witness on the due date.
		C. Review each proposal for general responsiveness, responsibility, completeness, and compliance with instructions.
		D. Complete Responsibility Determination Form for each proposal and file completed form in respective procurement file.
		E. Forward copies of proposals accepted for

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
			consideration to OBDCR (as applicable) for review.
		F.	Forward copies of proposals accepted for consideration (after approval by OBDCR, as applicable) to Evaluation Committee for review.
		G.	Complete applicable sections of Checklist - RFP's, if any.
OBDCR	2.	A.	Receive and review copies of accepted proposals from Professional Services/ Contracts Division.
		B.	Prepare memo for distribution to the Requisitioner/User, members of Evaluation Committee and to Professional Services/Contracts Division detailing which Offerors, if any, are not in compliance with DBE requirements.
Evaluation Committee	3.	A.	Receive and review copies of the proposals from Professional Services/Contracts Division.
		B.	Receive and review memo from OBDCR regarding Offeror compliance with DBE requirements (as applicable).
		C.	Have members of Evaluation Committee initially independently rank proposals from Offerors in compliance with the Evaluation Criteria.
		D.	Have members of the Evaluation Committee meet to discuss independent rankings of Offerors and, through their discussions, obtain an initial consensus ranking with respect to each Offeror.
		E.	Identify no less than the three highest ranked Offerors (if possible) and provide Professional Services/Contracts Division with list of such Offerors.
		F.	Prepare and maintain supporting

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party		Action
		documents regarding Evaluation Committee's selection of Offerors.
		G. Send any or all written correspondence with Offerors through the Professional Services/Contracts Division.
		H. Identify any additional information with respect to an Offeror(s) to be requested or otherwise obtained by Professional Services/Contracts Division and provide Professional Services/Contracts Division with list of such information.
Professional Services/ Contracts Division	4.	A. Receive and review list of highest ranked Offerors from Evaluation Committee. If less than two Offerors, conduct a canvass and document findings.
		B. Receive and review list of additional information with respect to an Offeror(s) requested by Evaluation Committee (as applicable).
		C. Obtain all other information with respect to an Offeror(s) requested by Evaluation Committee and forward such information to Evaluation Committee for review.
		D. Notify selected Offerors of their inclusionon a short list and coordinate possible meeting dates with each Offeror.
		E. Schedule and host, if necessary, a pre-award interview to resolve and clarify any final questions or other matters.
		F. Forward all requested additional information received for highest ranked Offerors to Evaluation Committee.
		G. Document all correspondence and discussions with Offerors, including substantive details of discussions with Offerors, and maintain all such records.
		H. Complete applicable sections of Checklist - RFP's, if any.

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
Evaluation Committee	5.	A.	Receive and review all other information received from Professional Services/ Contracts Division regarding Offerors.
		B.	Have members of Evaluation Committee independently re-evaluate and re-rank proposals from each of the Offerors, as necessary based on new information.
		C.	Have members of the Evaluation Committee meet to discuss revised independent rankings of each of the Offerors, as necessary, and through their discussions, obtain a revised consensus ranking with respect to each Offeror.
		D.	Identify highest ranked Offeror and ranking of remaining Offerors (if any) and provide Professional Services/Contracts Division with list of such Offerors.
		E.	Prepare and maintain supporting documents regarding Evaluation Committee's re-evaluation and re-ranking of Offerors.
		F.	Compile all records connected with the evaluation and re-evaluation of each proposal, including without limitation all documentation relating to the basis of Evaluation Committee's Offeror selection/ rejection based on the Evaluation Criteria and Evaluation Committee's rankings (individual and group) with respect to each Offeror.
		G.	Forward all records connected with the evaluation and re-evaluation of each proposal to Professional Services/ Contracts Division for inclusion in respective procurement file.
Requisitioner/User and Professional Services/	6.	A.	Receive and review list identifying highest ranked Offeror and ranking of remaining

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party		Action
Contracts Division		Offerors (if any). B. Except in the case of a blanket RFP, Request from the highest-ranked Offeror an RC4400 form, hourly burden rates, and any other schedule of rates and/or overhead rates. C. Complete Cost or Price Analysis documentation for highest ranked Offeror's proposal. D. Negotiate the offer/contract with the highest ranked Offeror. In the event Professional Services/Contracts Division is unable to reach an agreement with such Offeror, terminate negotiations with such Offeror and enter into negotiations with the next highest ranking Offeror (and so on). E. Notify the Offerors which were not selected, by letter, that they will not be considered any further unless a candidate is not selected from the higher ranked Offerors. F. Document all correspondence and discussions with Offerors, including substantive details of discussions with Offerors, and maintain all such records. G. If through negotiations, information on the RC4400 changes or will change, then require the Offeror to submit an updated RC4400 form (proceed to step (7)(C) below).
Professional Services/ Contracts Division	7.	A. Obtain the terms of the negotiated offer in writing from the Offeror. B. Perform a revised Cost Analysis, as necessary, with respect to the negotiated offer and measure the cost reasonableness of negotiated offer. C. For each Offeror selected, prepare a recommendation memo (See Exhibit V in

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party		Action
		PU-06-RC, Professional Services Contracts) to the Executive Director, containing an executive summary and including: a description of the contract, the purpose of the contract, the number of proposals received, the source of funding related to the contract, the total and incremental costs of the contract, the detailed basis for selection (including evidence of Evaluation Committee's ranking of such Offeror), and the specific reasons for the recommendation of the highest ranking Offeror to obtain Board concurrence.
	D.	Obtain Board Concurrence.
	E.	Complete applicable sections of Checklist - RFP's, if any.
	F.	File a summary of the Cost Analysis with other significant and/or supporting documentation in respective procurement file.
	G.	Receive all records connected with the evaluation and re-evaluation of each proposal from Evaluation Committee and file such records in respective procurement file.

D. Awarding the Contract

Responsible Party		Action
Professional Services/ Contracts Division	1. A.	After receiving Board Concurrence, prepare two original copies of the contracts with appropriate detailed information for Blue Folder circulation.
	B.	Prepare all other appropriate documents for Blue Folder circulation.
	C.	Concurrently with the preparation of the

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
			Blue Folder documents, obtain the selected Offeror's signature on two original copies of the contract.
		D.	Once all documentation is with the Blue Folder, internally route as set forth on the Routing Slip (See Exhibit V in PU-06-RC, Professional Services Contracts).
		E.	Complete applicable sections of Checklist - RFP's, if any.
OBDCR	2.	A.	Review prepared contracts in the Blue Folder received from Professional Services/Contracts Division to ensure all DBE required attachments, if any, have been incorporated in the contract(s) correctly and, if so, forward Blue Folder to General Development Department.
		B.	If required attachments have not been incorporated into the contract, include a copy of all such required attachments in Blue Folder and forward Blue Folder to General Development Department (proceed to step (14)(A) below).
General Development Department	3.	A.	Review and approve all appropriate documents in the Blue Folder received from OBDCR.
		B.	If changes to any document(s) in the Blue Folder are required, route the Blue Folder back to Professional Services/ Contracts Division for changes (proceed to step (4)(A) below).
		C.	Forward any appropriate documentation to the FTA, IDOT and/or RTA for concurrences, as necessary.
		D.	When concurrences are received from FTA, IDOT and/or RTA, forward Blue Folder to Accounts Payable and proceed to step (5)(A) below.

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
Professional Services/ Contracts Division	4.	A.	If changes are required from General Development Department, make requested corrections on appropriate documents in the Blue Folder and return Blue Folder to General Development Department for concurrence.
		B.	Complete applicable sections of Checklist - RFP's, if any.
Accounts Payable	5.	A.	Review all appropriate documents in the Blue Folder received from General Development Department.
		B.	Prepare and file all necessary documents to encumber funds.
		C.	Forward Blue Folder to Risk Management.
Risk Management	6.	A.	Review prepared contracts in the Blue Folder received from Accounts Payable to ensure all applicable insurance requirement attachments, if any, have been incorporated in the contract(s) and, if so, forward Blue Folder to Professional Services/Contracts Division.
		B.	If required attachments have not been incorporated into the Blue Folder, include a copy of the required attachments in Blue Folder and forward Blue Folder to Professional Services/ Contracts Division (proceed to step (14)(A) below).
Professional Services/ Contract Division	7.	A.	Receive Blue Folder from Risk Management.
		B.	Insert signed contracts into Blue Folder.
		C.	If contract(s) is a corporate administrative contract valued over $10,000 and requires approval, forward Blue Folder to the Sr. Division Director,

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
			General Administration (proceed to step (8)(A) below), otherwise, proceed to step (9)(A) below.
		D.	Complete applicable sections of Checklist - RFP's, if any.
Law Department	8.	A.	Review all appropriate documents in the Blue Folder received from Professional Services/Contract Division for legal compliance.
		B.	If any document in the Blue Folder requires modification, notify and coordinate with Professional Services/ Contracts Division regarding required modifications to documents (proceed to step (14)(A) below).
		C.	If satisfied with legal compliance of contract(s), forward Blue Folder back to Professional Services/Contracts Division.
Sr. Division Director General Administration (for corporate administrative contracts valued over $10,000)	9.	A.	Review all appropriate documents in the Blue Folder received from Professional Services/Contracts Division.
		B.	If any document in the Blue Folder requires modification prior to acceptance by Sr. Division Director General Administration, alert and coordinate with Professional Services/Contracts Division regarding required modifications to documents (proceed to step (14)(A) below).
		C.	Otherwise, if Sr. Division Director General Administration is satisfied with the documents in the Blue Folder, approve contract and forward Blue Folder to Professional Services/Contracts Division.
Professional Services/	10.	A.	Review all appropriate documents in the

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
Contracts Division			Blue Folder received from the Sr Division Director, General Administration.
		B.	Revise compilation of Blue Folder documents as necessary.
		C.	Forward revised Blue Folder documents to Materials Management Department.
		D.	Complete applicable sections of Checklist - RFP's, if any.
Materials Management Department	11.	A.	Review all appropriate documents in the Blue Folder received from Professional Services/Contracts Division.
		B.	If any document in the Blue Folder requires modification prior to acceptance by Materials Management Department, alert and coordinate with Professional Services/Contracts Division regarding required modifications to documents (proceed to step (14)(A) below).
		C.	If Materials Management Department is satisfied with the documents in the Blue Folder, present Blue Folder documentation to Deputy Executive Director for approval.
Deputy Executive Director	12.	A.	Review all appropriate documents in the Blue Folder received from the Materials Management Department.
		B.	If any document in the Blue Folder requires modification prior to acceptance by Deputy Executive Director, notify and coordinate with Professional Services/ Contracts Division regarding required modifications to documents (proceed to step (14)(A) below).
		C.	If Deputy Executive Director is satisfied with the documents in the Blue Folder, forward Blue Folder to the Executive Director/CEO for final approval.

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party		Action
Executive Director/CEO	13.	A. Review, as final approval, all appropriate documents in the Blue Folder received from Deputy Executive Director. B. If any document in the Blue Folder requires modification prior to acceptance by Executive Director/CEO, notify and coordinate with Professional Services/ Contracts Division regarding required modifications to documents (proceed to step (14)(A) below). C. Otherwise, if Executive Director/CEO is satisfied with the documents in the Blue Folder, grant final approval of the contract and forward approved contract and remainder of Blue Folder to Professional Services/Contracts Division (proceed to step (15)(A) below).
Professional Services/ Contracts Division (upon rejection of Blue Folder documents by OBDCR/ Risk Management/ Sr. Director Corporate Administration/ Law Department/ Materials Management Department/ Deputy Executive Director/ and/or Executive Director/CEO)	14.	A. Coordinate with OBDCR/ Risk Management/ Sr. Director Corporate Administration/ Law Department/ Materials Management Department/ Deputy Executive Director/ and/or Executive Director/CEO (as applicable) regarding required modifications to documents, then proceed to step (15)(A) below. B. Complete applicable sections of Checklist - RFP's, if any.
Professional Services/ Contracts Division	15.	A. Process the approved contract. B. Distribute signed copies of contract as follows: a. Selected Offeror - original, hand signed, w/cover letter and appropriate exhibits requesting insurance certificates to be

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party	Action
	submitted to Professional Services/ Contracts Division. (See Exhibit II in PU-06-RC, Professional Services Contracts);
	b. Requisitioner/User - copy of contract along with any exhibits.
	c. Accounts Payable - copy of contract, Account Data Sheet, and requisition.
	d. General Development Department - if grant funded, copy of contract and Account Data Sheet.
	e. Retain in respective procurement file - original, hand signed, with any exhibits.
	f. Receive and review Offeror's required insurance certificates. Forward copies of such certificates to Risk Management Division and/or OBDCR (if DBE participation is required) for approval.
	g. Otherwise, after Risk Management Division and/or OBDCR (as applicable) approve received insurance certificates; issue a "notice to proceed" letter to selected Offeror. (See Exhibit VI in PU-06-RC, Professional Services Contracts).
	h. Notify remaining non-selected Offerors by letter of decision to proceed with selected Offeror.
	i. Compile all records connected with the history of the subject RFP procurement, including all documentation relating to the rationale for the method of procurement, the selection of

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
			contract type, the basis of Evaluation Committee's Offeror selection/rejection based on the Evaluation Criteria, Evaluation Committee's rankings (individual and group) with respect to each Offeror and the basis for the contract price.
		j.	File all of the foregoing records in respective procurement file (other than large maps, drawing and plans which are to be kept in respective Using Department file).
		k.	Finalize Checklist - RFP's and file in respective procurement file.

E. Administration of Contract

Responsible Party			Action
Requisitioner/User	1.	A.	Monitor Consultant's compliance with the contract for the following:
		a.	Timely submission of periodic progress reports in degree of detail required by the contract.
		b.	Consultant's reported progress with the contract time schedule.
		c.	Quality of work conforming to standards prescribed by the contract.
		d.	Invoices prepared in accordance with the pricing/payment schedule supported by adequate documentation to verify amount claimed.
		B.	Notify Professional Services/ Contracts Division if the Consultant has not complied with the contract, as necessary

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
			(proceed to step (5)(A) below).
		C.	Provide annual listing of firms that performed work in the prior year to Professional Services/Contracts Division.
		D.	Prepare a Change Order Request if Materials Management determines that annual audited rates results in Metra owing money to a firm.
		E.	At contract conclusion, evaluate the Consultant's performance, complete the Contract Completion Form (See Exhibit VII in PU-06-RC, Professional Services Contracts), and forward completed form to Professional Services/Contract Division (proceed to step (2)(E) below).
Professional Services/ Contracts Division	2.	A.	Annually request from the appropriate Using Department a list of firms that have performed work in the prior year.
		B.	Receive from the appropriate Using Department a list of firms that have performed work in the prior year and forward the listing to Materials Management.
		C.	Receive from Materials Management, after its review of audited rates is completed, a list of firms that either Metra owes money, or the firms owe Metra money.
		D.	If Metra owes money to a firm, notify the Using Department to initiate a Change Order Request and request the firm to submit an invoice to Metra Accounts Payable Department for the specific amount owed them.
		E.	If a firm owes Metra money, notify the firm that based upon review of their audited rate, they owe Metra money. If the firm disagrees, review additional

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party			Action
			financial information they provide and negotiate a final accepted audited rate.
		F.	Notify Accounts Receivable to process a Bill for the appropriate amount due.
		G.	Receive and review completed Contract Completion Form.
		H.	File completed Contract Completion Form in respective procurement file.
Accounts Receivable	3.	A.	Receive notification from Professional Services/Contracts Division to issue a Bill based upon audited rates' review.
		B.	Issue Bill to the respective firm.
		C.	Receive payment from the respective firm and send notification to General Development Department of payment receipt.
General Development Department	4.	A.	Receive notification from Accounts Receivable of payment based upon determination of a firm's annual audited rate.
Professional Services/ Contracts Division (as applicable and as necessary)	5.	A.	Receive notification of non-compliance from Requisitioner/User.
		B.	Contact the Consultant in writing to notify the Consultant to rectify compliance deficiencies.
		C.	Receive report on Consultant's intent and monitor compliance efforts.
		D.	If Consultant response/action satisfactory, notify the Requisitioner/User of the Consultant's intent and request follow-up information on the Consultant's progress (proceed to step (1)(C) above).
		E.	Otherwise, either take further remedial action as permitted by Metra Administrative Operating Procedures, or take actions to terminate the contract

ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

Responsible Party	Action
	(See PU-12-RC, Termination of Contracts for Goods and Services), and notify Requisitioner/User of actions taken.

VI. EXHIBITS

Exhibit I:	RFP Form
Exhibit II:	Responsibility Determination Form
Exhibit III:	Price Analysis Documentation
Exhibit IV:	Board Concurrence Form
Exhibit V:	Checklist - RFP's

REQUEST FOR PROPOSAL

EXHIBIT 1

Design, Engineering & Construction Management for Stations & Parking Lots (2001 Blanket Request No. 2)

RFP NO.: 04232

PROPOSAL DUE DATE: January 11, 2002 BY 10:00 A.M.

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA
PROFESSIONAL SERVICES/CONTRACTS
547 WEST JACKSON BOULEVARD
CHICAGO, IL 60661

METRA
REQUEST FOR PROPOSAL (RFP)
CIVIL ENGINEERING AND ARCHITECTURAL SERVICES
2001 BLANKET REQUEST NO. 2

1. INTRODUCTION

Metra is funding Civil Engineering and Architectural design and related professional services on a retainer basis in connection with the construction of stations, parking facilities and other railroad facilities located throughout the system served by Metra.

Metra's Technical Services Division hereby invites proposals for furnishing expert professional services on a "call-in" basis during the 2002 and 2003 calendar years. The amount of payment for each individual service request may vary. It is Metra's intention to award several separate contracts in connection with this request for proposal. The actual number of contacts awarded shall be based on Metra's capital program needs. Metra anticipates that approximately 16 contracts will be awarded but reserves the right to award fewer or more contracts.

While Metra anticipates that a range of services will be provided under each contract, it is expected that the contracts awarded will have the following emphasis areas:

Station Design Services	5 contracts
Parking Design Services	2 contracts
Construction Administration	8 contracts
Rail Grade Separation	1 contract

The minimum contract amount shall be $150,000. However, Metra reserves the right to increase or decrease contract amounts.

2. PROJECT DESCRIPTION

A. This request for proposal is concerned with the selection of a qualified architectural/engineering organization to provide such services as: data and information collection, project programming, project management, site investigation and analysis. Also, schematic design services, design development documents, construction documents (drawings and specifications), contract negotiation and bid analysis, construction contract administration, post-construction services, project closeout and delivery to Metra. Metra reserves the right to assign other types of assignments that require civil engineering and/or architectural qualifications.

B. The Consultant will be responsible directly to Metra's Technical Services Division and shall work with the individual railroad carriers, municipal authorities, other consultants and related parties involved with the project.

C. The Consultant services shall be performed as expeditiously as possible and at the time or times designated by Metra's project manager in charge of the project. Time is of the essence in the performance of all services under this agreement.

D. For each specific project, the Metra Technical Services Division shall submit to the consultant a "Request for Specific Services." (Exhibit 1J). Based on the "Request for Specific Services," the consultant shall submit in writing, within ten (10) working days, for approval, an estimated cost, and manpower analysis outlined on RTA Form "4400" (Exhibit "1H") to Metra's Technical Services Division. Approval of such cost and direction from the Technical Services Division, in writing, shall effectuate the performance of services under this agreement. The Consultant will be compensated based on actual costs incurred in connection with each "Request for Specific Services" up to the maximum amount authorized. Preparation of the cost estimate and manpower analysis shall not be compensable service under this Agreement.

E. This agreement is limited to $150,000, or the maximum contract amount, in total compensation paid for professional services, including all project meetings, all direct and indirect expenditures and fees in connection with the project.

F. If no "Request for Specific Services" is issued, this agreement shall be terminated without further obligation by either of the parties, but the Consultant shall be compensated for services already completed. The limitation shall not be construed to entitle the Consultant to the full amount of $150,000 or the full contract amount set under this agreement.

G. The Consultant shall be held accountable for all errors and omissions resulting in construction change orders, and shall be required to take corrective action as directed by Metra.

I. The Consultant shall be required to coordinate his work with other local and municipal projects, maintain schedules, meet deadlines and maintain budgets for every phase of the project. All payment and billings shall be matched against the project phase progress and percentage of work completed.

J. The Consultant shall be required to provide a list of employees and subconsultants that will be assigned to the project.

3. FORM OF PROPOSAL:

A. Format

1. Submit proposals in six (6) copies.
2. Submit any additional information, such as brochures.
3. All documents must be in 8 ½ x 11 inch format.
4. Proposals shall not exceed (40) pages. Required Metra forms can be allowed as additional pages.

B. General

1. Project Identification:

a. Project name and project number
b. Name of the proposing organization
c. Address and phone number of the proposing organization.
d. Project manager or contact representative's name.

2. Narrative:

a. Statement of your approach to a typical new station/parking or rehabilitation project.
b. Your organization set up for the project.
c. Detailed description of the type of services and documents that you will produce.
d. CADD system used by your firm for Metra projects.

3. Staff:

a. Overall staff size and all the staff that can be devoted to the Metra projects.
b. Disciplines present within staff for the project.
c. Resumes of key staff people assigned to the project.
d. Organization chart showing the plan for project management, including Metra interface.

4. Experience:

a. Brief narrative of successful performance on three (3) or more similar projects, indicating knowledge of subject matter.

b. Verifiable references for three (3) previous construction projects, including address,

C. Project Budget

1. Fee

The total fee paid to the Consultant shall be inclusive of all related services and expenditures including reimbursable. A separate outlined Form 4400 shall be prepared in response to a "Request for Specific Services" issued by Metra.

2. Salary Schedule

Selected firms, considered by Metra for a contract award, will be required to submit an "Employee Salary Schedule." The schedule shall outline the Consultant's employees full name and/or job title and an hourly rate of compensation, also, anticipated overhead rate and profit. The Employee Salary Schedule shall become the basis for all of the Consultant's fee proposals in response to a "Request for Specific Services" issued by Metra.

D. Proposals must be submitted in six (6) copies to:

Robert Rich, C.P.M. A.P.P.
Contracting Agent
Metra
547 West Jackson Blvd.
11th Floor East
Chicago, IL 60661

E. Proposal Questions

Please contact the person below for any questions:

Technical Aspects:

Robert Rich, C.P.M. A.P.P.
Contracting Agent
(312) 322-6679 (Fax Number)

Disadvantaged Business Enterprise:

Ms. Sandi Llano
DBE
(312) 322-6323

A pre-proposal conference will be held at 10:00 a.m. on Monday, December 17, 2001 in the 13th floor Board Room at 547 West Jackson Blvd, Chicago, Illinois.

F. Statement of Offer

1. Proposal must state that the proposal is good for the entire calendar year ending in December 31, 2002. Metra expects to award contracts within 180 days from the proposal due date. However, Metra may at its option elect to award additional contracts during the remainder of 2002.

2. Name, title, address and telephone number of individual authorized to negotiate and contractually bind the company during the period of the proposal evaluation.

3. EXHIBIT 1B, Affidavitis/Certifications must be signed and notarized and returned with the proposal. The required information in the Metra Disadvantaged Business Compliance Requirements (Exhibit 1C) must be submitted in the allotted time period.

G. Evaluation Process

Metra consideration for a contract award will be based as follows:

1. Recognition of problems and objectives

2. Firms previous experience with railroad station/parking design or projects of similar nature
3. Project teams demonstrated ability and expertise.
4. Firms expert manpower availability and ability to respond in a timely fashion.
5. All drawings must be produced in an "Intergraph Compatible CADD System."
6. Adherence to instruction (submission of data).

Items 1 through 5, inclusive, will receive equal weight in ratings of each proposal. Item 6 will receive one-half of the rate of Items 1 through 5 in the rating of each proposal.

Any proposal which does not clearly demonstrate railroad project expertise, expert manpower availability and other factors necessary to assure achievement of project objectives will not be considered.

H. Proposal Due Date

Submittals must be received in the Metra Professional Services Division office by 10:00 a.m., January 11, 2002. Mark the outside of your packaged proposals - "RFP No. 04232, Design and Engineering for Stations/Parking Lots." Any proposals received after 10:00 a.m. will be returned unopened.

I. The Exhibits

The following exhibits are attached hereto and made a part hereof in addition to this Request for Proposal. The exhibits shall become a part of any contract resulting from this Request for Proposal:

EXHIBIT 1A	-	Public Notice of Request for Proposal
EXHIBIT 1B	-	Affidavits/Certifications
EXHIBIT 1C	-	Metra Disadvantaged Business Enterprise Compliance Requirements
EXHIBIT 1D	-	Civil Rights Requirements
EXHIBIT 1E	-	Consultant Insurance Requirements
EXHIBIT 1F	-	Y2K/Training
EXHIBIT 1G	-	Sample Agreement
EXHIBIT 1H	-	Form 4400 - This is only a sample. Do not submit this form with your proposal.
EXHIBIT 1I	-	Metra Contractor Safety
EXHIBIT 1J	-	Request for Specific Service (Sample)
EXHIBIT 1K	-	FTA/IDOT Addendum

EXHIBIT 1A

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A METRA

METRA RFP NO. 04232

The Northeast Illinois Regional Commuter Railroad Corporation D/B/A Metra desires to obtain sealed proposals for the following project:

Provide professional architectural design, engineering and construction management services for Metra Stations and Parking Lots on a retainer basis.

AU-3468-57103003 IL-90-X396/CAP-01-748	AU-3695-53102005 Pending 2002 Funds	BL-3542-52007012 TCSP-03/MET-055
SP-2757-57103003 MET-115	S7-2796-57103003 MET-113	

If your firm has the necessary expertise in this field and is interested in receiving the detailed Request for Proposal, please direct a letter to Robert Rich, C.P.M., A.P.P., Contracting Agent, Metra, 547 West Jackson Boulevard, 11th Floor, Chicago, Illinois, 60661.

THE PRE-PROPOSAL CONFERENCE FOR THIS ACQUISITION WILL BE AT 10:00 A.M. ON December 17, 2001 in the 13th Floor Board Room, 547 W. Jackson Blvd., Chicago, IL 60661.

ALL PROPOSALS MUST BE RECEIVED AT THE ABOVE ADDRESS "NO LATER THAN" 10:00 A.M. ON January 11, 2002

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION

D/B/A/METRA

Contracting Agent:Robert Rich, C.P.M., A.P.P.

AFFIDAVIT/CERTIFICATION

STATE OF _____

COUNTY OF _____

The Undersigned being first duly sworn deposes and says that s/he is _____
the Name
_____ of _____, is
("President", or Other Proper Title) (Name of Company)
authorized to attest on behalf of himself/herself and _____,
and
(Name of Company)

states as follows:

PUBLIC OFFICER PROHIBITED ACTIVITIES ACT AFFIDAVIT

S/he is the bidder/proposer submitting this bid/proposal; and that the bidder/proposer is in compliance with provisions set forth in the Public Officer Prohibited Activities Act, 5O ILCS 105/0.01, et seq., and to the best of his/her knowledge and belief, no person holding office, either by election or appointment under the laws or constitution of this State, is in any manner interested, either directly or indirectly, in his/her own name or in the name of any other person, association, trust, or corporation, in this contract or the performance of any work/services under this contract which such officer has been or may be called upon to act or vote. In addition, affiant states that no officer of the Northeast Illinois Regional Commuter Railroad Corporation, D/B/A Metra, has represented, either as an agent or otherwise, the bidder/proposer with respect to this application or bid for Contract. Finally, affiant states that to best of his/her knowledge and belief, no officer of the Northeast Illinois Regional Commuter Railroad Corporation, D/B/A Metra, has received or been offered from any person on behalf of the bidder/proposer, either directly or indirectly, any money or other thing of value as a gift, bribe, or means of influencing any vote or action in any official's capacity; and

NON-COLLUSION AFFIDAVIT

S/he is the bidder/proposer submitting this bid/proposal and that such bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such bid/proposal is genuine and not collusive or a sham and that said bidder/proposer has not been a party to any agreement or collusion among bidders/proposers or prospective bidders/proposers in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or to refrain from bidding/proposing, and has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of the Northeast Illinois Regional Commuter Railroad Corporation, D/B/A Metra, or of any bidder/proposer or anyone else interested in the proposed contract; and

CONTRACTOR'S/CONSULTANT'S CERTIFICATE FOR BID/PROPOSAL

As a part of its offer to contract for services to Metra, the Undersigned hereby certifies that s/he is not barred from bidding/proposing on the aforementioned contract as a result of a violation of either Section 33 E-3 or 33-4 of 720 ILCS 5/33 E; and

CERTIFICATE OF DEBARMENT

As the potential Contractor for a Primary Contract, or Subcontractor to a Primary Contractor for Subcontracts over $25,000.00, the Undersigned certifies to the best of his/her knowledge and belief, that s/he and his/her principals:

1. Are not included on the U. S. Comptroller General's Consolidated List of Persons or Firms Debarred from Federal Contracts for violations of various public contracts incorporating labor standard provisions;

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible; or voluntarily excluded from covered transactions by any federal department or agency;

3. Have not, within a three-year period preceding this bid/proposal, been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or Local) for any reason; or

5. Have not, within a three-year period preceding this bid/proposal, had one or more public transactions (Federal, State or Local) terminated for cause or default.

(If the Undersigned is unable to certify to any of the statements in this certification, the Undersigned shall attach an explanation).

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF THE FEDERAL FALSE CLAIMS ACT ARE APPLICABLE THERETO.

CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification is required to be completed with the solicitation if the bid/proposal exceeds $100,000.00. Failure to return this certification with the solicitation may result in a determination that the offer is non-responsive or non-responsible.

The Undersigned certifies to the best of his/her knowledge or 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 any 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 or any 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 a 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 document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients 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 or amend the required certification or disclosure form shall be subject to a civil penalty of not less than $10,000.00, and not more than $100,000.00 for each failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Person Making Affidavit
(Seal)

_____ Title of Person Making Affidavit

Subscribed and sworn to
before me this _____ day
of _____ 199_

_____
Notary Public

PROFESSIONAL SERVICES WITH ESTABLISHED GOAL OF 25 % EXHIBIT 1-C

METRA'S DISADVANTAGED BUSINESS ENTERPRISE

COMPLIANCE REQUIREMENTS

The Northeast Illinois Regional Commuter Railroad Corporation, d/b/a Metra, is required to take all necessary and reasonable steps to ensure non-discrimination in the award and administration of contracts. Therefore, the federal regulatory provisions of 49 C.F.R. Part 26 apply to this Contract.

I. DBE RESPONSIVENESS REQUIREMENTS

In order to be responsive, a proposer must make good faith efforts to meet the goal for Disadvantaged Business Enterprise ("DBE") participation in this contract. A proposer can accomplish this in either of two ways:

A. First, the proposer can commit to meet the goal and properly complete and sign Schedule A or Schedule D (if a joint venture) of this Exhibit. Schedule A or D must list the name, description of DBE work scope for each, and only each, DBE that will participate in this Contract. (If the proposer is itself a DBE, the DBE proposer must indicate on Schedule A what scope of work its staff will actually perform outside of the work of any subcontractor. If the DBE proposer itself cannot satisfy the DBE goal, the DBE proposer must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with their work scope); or

B. Second, if the proposer cannot meet the goal, the proposer must properly complete and sign Schedule A or D to the extent it will utilize DBE participation, and submit detailed and corroborating documentation evidencing its good faith efforts to achieve the contract goal.

The proposer must comply with section A or B of this Article I, and submit all documentation prior to or with submittal of the proposal. If the proposer fails to do so, its proposal will be deemed non-responsive and will be rejected.

II. DBE RESPONSIBILITY REQUIREMENTS

A. If the proposer lists a firm which is not Metra-certified and does not have a pending DBE application with Metra, the prospective DBE firm must submit an application to Metra's Office of DBE Administration within five (5) working days after the date of the proposal opening or the proposer may be deemed non-responsible. If the prospective DBE firm is denied Metra certification, the proposer will have ten (10) working days from Metra's notification of that denial to make good faith efforts to

substitute the non-certified subcontractor with a Metra-certified DBE.
If the proposer is a DBE joint venture, a two-party signed joint venture agreement must be submitted to Metra for Metra's approval within five (5) working days after the proposal opening. This agreement must address the administrative, financial, and professional responsibilities of each partner. The DBE participation must meet the criteria as set forth in the definitions (see page 6 of this Exhibit).

B. **Within five (5) working days of the date of a Pre-Award Notice from Metra, the apparent successful proposer must submit the following to the Office of DBE Administration:**

1. **A completed and signed Schedule C, Confirmation of DBE Participation, from each firm listed on Schedule A or D; and**

2. Its Department of Human Rights Contract ID Number; proposers may obtain a DHR Contract ID Number from the Public Contracts Division, Illinois Department of Human Rights, 100 West Randolph Street, 10th Floor, Chicago, Illinois 60601 (312) 814-2431, (312) 814-2432, or access website: www.state.il.us/dhr.

C. **At Metra's discretion, Metra may extend the deadline for any of these responsibility requirements an additional three (3) working days. If the proposer fails to meet the initial or extended (if given) deadline, or fails to comply with any of the requirements or conditions stated herein, the proposer may be deemed non-responsible and its proposal may be rejected.**

D. Substitutions

The proposer cannot substitute any DBEs listed on Schedule A or D without prior written approval from Metra.

III. CONTRACT GOAL

IN ORDER TO COMPLY WITH FEDERAL REQUIREMENTS, METRA HAS ESTABLISHED, WHEREIN SUBCONTRACTING POSSIBILITIES EXIST, DBE PARTICIPATION FOR THIS CONTRACT OF AT LEAST 25 % OF PROPOSER'S CONTRACT.

A DBE firm's participation in Metra contracts will only be credited towards DBE goals in the firm's specific area of Metra Certification/Specialty. Credit towards DBE goals in other areas requires additional support documentation for each of those other areas.

IV. GOOD FAITH EFFORTS

As stated before, in order to be responsive, a proposer must make good faith efforts to meet Metra's DBE goal in either of two ways. The proposer must either: 1) document how it will meet the goal by completing and signing Schedule A or D (if joint venture); or 2) document its attempt to meet the goal through detailed, corroborating evidence, i.e., demonstrate that it took *all necessary and reasonable steps* which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if the proposer was not fully successful. Metra will make a fair and reasonable judgment whether a proposer that did not meet the goal made adequate good faith efforts. Metra will consider the quality, quantity, and intensity of the different kinds of efforts that the proposer made. The efforts employed by the proposer should be those that one would reasonably expect a proposer to take if the proposer were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements.

The following is a list of types of action that Metra will consider as part of the evaluation of the proposer's good faith efforts to obtain DBE participation. It is not intended to be a mandatory check list, or to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases:

A. Soliciting through all reasonable and available means (e.g., attendance at pre-proposal meetings, if applicable, advertising, and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the proposer might otherwise prefer to perform these work items with its own staff.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. 1. Negotiating in good faith with interested DBEs. It is the proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the

names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

2. A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take into consideration a firm's price and capabilities, as well as contract goals. The fact that there may be some additional costs involved in finding and using DBEs, however, is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a proposer to perform the work of a contract with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Proposers are not, however, required to accept high quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The proposer's standing within the industry, membership in specific groups, organizations, or associations and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the proposer's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by Metra or the proposer.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women consultant's groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

Metra will also take into account the performance of other proposers in meeting the contract goal. For example, when the apparent successful proposer fails to commit to the contract goal, but others commit to the goal, Metra will raise the question of whether, with additional reasonable efforts, the apparent successful proposer could have committed to the goal. If the apparent successful proposer fails to commit to the goal, but meets or exceeds the average DBE participation obtained by other proposers, Metra may view this, in conjunction with other factors, as evidence that the apparent successful proposer made good faith efforts.

Sandi Llano, Director, Metra's Office of DBE Administration, is responsible for determining whether a proposer has properly committed to meet the contract goal and whether a proposer who has not committed to meeting the goal has documented good faith efforts in order to be responsive. Metra must be satisfied that all information is complete and accurate, and adequately documents the proposer's good faith efforts before Metra commits to the performance of the contract by the successful proposer.

V. RECONSIDERATION

If Metra determines that a proposer is not responsive because it has not committed to meeting the contract goal or documented sufficient good faith efforts, the proposer has five (5) working days to request administrative reconsideration. The proposer must make this request in writing to the following Reconsideration Official:

Philip A. Pagano, Executive Director
Metra
547 West Jackson Boulevard
Chicago, Illinois 60661-57117
(312) 322-6979

The Reconsideration Official will not have played any role in the original determination that the proposer did not document sufficient good faith efforts.

As part of this Reconsideration, the proposer will have the opportunity to provide written documentation or argument concerning the issue of whether it committed to meeting the contract goal or made adequate good faith efforts to do so. The proposer will have the opportunity to meet in person with Metra's Reconsideration Official to discuss these issues. Metra will send the proposer a written decision after its reconsideration, explaining Metra's basis for finding that the proposer did or did not meet the goal or made adequate good faith efforts to do so. The result of this reconsideration process is not administratively appealable to the United States Department of Transportation.

VI. CALCULATING DBE PARTICIPATION

Metra will only count those DBEs that are presently or are eventually certified by Metra towards a Metra contract goal.

A. Definitions

"Disadvantaged Business Enterprise" or "DBE" means a for-profit small business

concern --

1. That is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Good Faith Efforts" means efforts to achieve a DBE goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfil the program requirement. This definition is not intended to relieve the proposer of any of the responsiveness (or responsibility) requirements listed in Article I of this Exhibit.

"Joint Venture" means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Small Business concern" means with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to Section 3 of The Small Business Act and Small Business Administration regulations implementing it (13 C.F.R. Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 C.F.R. §26.65(b).

"Socially and Economically Disadvantaged" individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is --

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

   a. *"Black Americans,"* which includes persons having origins in any of the Black racial groups of Africa;

   b. *"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;

c. *"Native Americans,"* which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

d. *"Asian-Pacific Americans,"* which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Phillippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Island, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

e. *"Subcontinent Asian Americans,"* which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Island, Nepal or Sri Lanka;

f. *"Women"*;

g. Any additional groups whose members are designated as socially and economically disadvantaged by the United States Small Business Administration (SBA), at such time as SBA designation becomes effective.

B. General Conditions

Metra will use the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Metra will make its certification decision based on the facts as a whole.

PROSPECTIVE DBE FIRMS MUST BE METRA CERTIFIED BY THE TIME THE CONTRACT IS AWARDED. Proposers can obtain the certification status of any DBEs they intend to list on Schedule A or D any time from Metra's Office of DBE Administration, (312) 322-6323.

Metra maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, telephone number, and the type of work the firm has been certified to perform as a DBE. Metra revises the Directory regularly. The Directory can be obtained from the Office of DBE Administration.

As required by 49 C.F.R. Part 26.55, Metra counts DBE participation toward overall and contract goals as follows:

1. When a DBE participates in a contract, Metra counts only the value of the work actually performed by the DBE toward the DBE goal. Participation will only be credited in the DBE's area of specialization. Credit for work in other areas requires additional support documentation for each of those areas.

2. Metra counts the entire amount of that portion of a contract that is performed by the DBE's own forces. This includes the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime consultant or its affiliate).

3. Metra counts the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided Metra determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

5. When a DBE performs as a participant in a joint venture, Metra counts a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

6. Metra counts expenditures to a DBE toward DBE goals only if the DBE is performing a commercially useful function on this Contract.

    a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where

applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, Metra must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of work, and other relevant factors.

b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, Metra must examine similar transactions, particularly those in which DBEs do not participate.

c. If a DBE firm acting as a prime consultant and/or as a subcontractor under this Contract does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, Metra must presume that it is not performing a commercially useful function.

7. Metra will not count toward its overall goal the dollar value of work performed under a contract by a firm after it has ceased to be certified.

8. Metra will not count the participation of a DBE subcontractor toward the prime consultant's DBE achievements or Metra's overall goal until the amount being counted toward the goal has been paid to the DBE.

C. Directory

A DIRECTORY OF METRA CERTIFIED DBEs IS AVAILABLE UPON REQUEST AT THE OFFICE OF DBE ADMINISTRATION. THE TELEPHONE NUMBER IS (312) 322-6323.

Additional assistance in locating DBE firms available from:

Chicago Urban League
4510 South Michigan Avenue, Chicago, Illinois 60653-3898
(312) 663-9216
Black Contractors United (BCU)
2860 East 76th Street, Suite 2B, Chicago, Illinois 60649-4447
(773) 933-7950

Hispanic American Contractors (HACIA)
901 W. Jackson, Suite 205, Chicago, Illinois 60607
(312) 666-5910
Association of Asian Contractors
333 North Ogden, Chicago, Illinois 60607-1177
(312) 666-3626
Chicago Minority Business Development Council (CMBDC)
11 South LaSalle Street, Suite 850, Chicago, Illinois 60603-1205
(312) 263-0105
Cosmopolitan Chamber of Commerce
1455 S. Michigan, Chicago, Illinois 60605-2815
(312) 786-0212
Federation of Women Contractors
175 West Jackson Boulevard, Suite 625, Chicago, Illinois 60604-2603
(312) 360-1122
African American Contractors Association (AACA)
3449 South Michigan Avenue, #1, Chicago, Illinois 60605-3819
(312) 915-5960
Women's Business Development Center
230 North Michigan Avenue, Suite 1800, Chicago, Illinois 60601-5901
(312) 853-3477
The Mexican American Chamber of Commerce
122 South Michigan Avenue, Suite 1449, Chicago, Illinois 60603-6107
(312) 554-0844
Latin American Chamber of Commerce
3512 West Fullerton Avenue, Chicago, Illinois 60647-2418
(773) 252-5211.

VII. CONTRACT PERFORMANCE

A. Prior to Notice to Proceed.

Subcontracts.

Within ten (10) working days after the Notice of Award of the contract, the prime consultant must submit copies of SIGNED contracts between the prime consultant and the DBEs to the Office of DBE Administration.

UNTIL THE OFFICE OF DBE ADMINISTRATION RECEIVES THESE SUB-CONTRACTS, A LETTER TO PROCEED WILL NOT BE ISSUED.

IN ADDITION, FAILURE TO PROVIDE THE SUBCONTRACT(S) TO THE OFFICE OF DBE ADMINISTRATION WITHIN THE TIME REQUIRED SHALL CONSTITUTE A BREACH OF THIS CONTRACT, AND UPON SUCH BREACH, METRA MAY TERMINATE THIS CONTRACT AND/OR EXERCISE OTHER SANCTIONS, PENALTIES,

OR REMEDIES AS ALLOWED BY LAW OR EQUITY, AND AS METRA DEEMS APPROPRIATE.

B. Contract Performance.

1. Contract Invoices.

The Consultant must submit copies of monthly contract invoices, including support documentation, to the Office of DBE Administration at the same time they are submitted to Metra's Accounts Payable.

The form illustrated below, must be used in order to properly credit the Consultant's progress in attaining the DBE goal.

SAMPLE ONLY - DO NOT COMPLETE				
DBE COMPANY	DBE CONTRACT AMOUNT	THIS PERIOD INVOICE AMOUNT OR: DATE WHEN DBE WILL START WORK	PREVIOUS PAYMENT TOTAL TO DBE	AMOUNT REMAINING IN DBE CONTRACT
TOTAL DBE				

Metra may make on-site visits from time to time during the course of this Contract to ensure compliance with the requirements set forth herein.

Metra may require verification of any commitment represented to us in connection with the Consultant's use of DBE businesses in the performance of this Contract.

Further, if problems should arise with respect to the Consultant's subcontract with any DBEs, please contact Metra immediately so that Metra may be apprised and lend whatever assistance Metra can in solving the problem.

D. Breach Of Contract

Failure to abide by any of the DBE participation requirements in this Contract or any requirements set forth in 49 C.F.R. Part 26.41 shall constitute a breach of this Contract, and upon such breach, Metra may terminate this Contract and/or exercise other sanctions, penalties, or remedies as allowed by law or equity and as Metra deems appropriate.

E. Substitution of DBE Firms

The Consultant must obtain prior written approval from Metra in order to substitute any DBE which Metra has approved for participation in this Contract. In addition, the Consultant cannot terminate for convenience a DBE listed on Schedule A (or an approved substitute DBE firm), and then perform the work of the terminated subcontract with its staff or those of an affiliate or substitute firm, without Metra's prior written consent.

Metra will require the Consultant to make good faith efforts to replace a DBE that is terminated, or whose work scope has changed, or has otherwise failed to complete its work on this Contract with another certified DBE, to the extent needed to meet the Contract goal. Metra will require the Consultant to notify the DBE Director immediately and provide reasonable documentation of the DBE's inability or unwillingness to perform its subcontract. In this situation, the Consultant must obtain Metra's prior approval of a substitute DBE, and must provide a copy of the new subcontract with the substitute DBE, or documentation of good faith efforts to substitute the initial DBE with another DBE. In the situation where the DBE's work scope has changed by Metra, the Consultant must immediately notify Metra's DBE Director to address a revised "Commitment to DBE Participation".

F. Prompt Payment.

The Consultant agrees to pay each subcontractor for satisfactory performance of its subcontract no later than fifteen (15) calendar days from the receipt of such payment that the Consultant receives from Metra. The Consultant agrees further to return funds it has retained to each subcontractor within fifteen (15) calendar days after the subcontractors work is satisfactorily completed. Any failure to comply with this Section will be in material breach of this Contract, and Metra reserves all its rights in law and equity for such breach. In addition, such breach will be taken into consideration for the Consultant's responsibility status for future contracts with Metra. This clause applies to both DBE and non-DBE prime consultants and subcontractors. Metra reserves the right to review the certified payrolls for all the consultants and all subcontractors working on this Contract.

G. Records.

A record of all activities to demonstrate good faith efforts must be kept by the

Consultant and made available to Metra upon request.

H. Consultant Assurance

The Consultant makes the following assurance and agrees to include the assurance in each subcontract that the Consultant signs with a subcontractor:

The Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of federally assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as Metra deems appropriate.

VIII. REFERENCES

All references to Metra's DBE Office mean:

Sandi Llano, Director
Office of DBE Administration
Metra
547 West Jackson Boulevard
Chicago, Illinois 60661-5717

Metra

SCHEDULE A
PRIME CONSULTANT
COMMITMENT TO DBE SUBCONTRACTOR PARTICIPATION
PROFESSIONAL SERVICES

NAME OF PRIME CONSULTANT: _____ NAME OF PROJECT: _____

NOTE: THE PROPOSER MUST COMPLETE, SIGN AND RETURN THIS FORM BEFORE OR WITH THE BID SUBMITTAL IN ORDER TO BE RESPONSIVE.

ALSO NOTE that if the proposer is itself a DBE, the DBE proposer must indicate the scope of work its staff will actually perform (outside of the work of any subco
If the DBE proposer itself cannot satisfy the DBE goal, the DBE proposer must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with tl
scope, on this Schedule A.

DBE Goal 25 %

NAME OF DBE CONSULTANT	*CONTACT PERSON*	*TELEPHONE NUMBER*	*SCOPE OF WORK TO BE PERFORME PER METRA DBE CERTIFICATION*

The Consultant must obtain prior approval from Metra in order to make any substitutions for any DBE firms.

I hereby certify that arrangements have been made for the foregoing work with the listed DBE subcontractor(s). I further understand that any willful falsificatic
fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and F
Laws.

_____ _____ Da

Print Name and Title Signature <MUST BE SIGNED BY PRIME CONSULTANT >

DBE participation from any other contract will not count towards the DBE goal on this Contract. The DBE(s) that you list on this Schedule A must be used to reach this Contr

ME 1

SCHEDULE C

CONFIRMATION OF DBE PARTICIPATION

PROFESSIONAL SERVICES

Metra RFP No._____ Name of Project_____

_____, at _____

Name of DBE Firm Address

hereby certifies that it is providing the following services for this Contract:

_____

_____

_____

as provided in Schedule A of _____'s proposal.

Name of Consultant

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may include debarment and prosecution under applicable State and Federal Laws.

_____ _____

Print Name and Title Signature <MUST BE SIGNED BY DBE> Date

DBE participation from any other contract will not count towards the DBE goal on this Contract.

Metra

COMMITMENT TO DBE JOINT VENTURE
PROFESSIONAL SERVICES

NAME OF PRIME JOINT VENTURE: _____ NAME OF PROJECT: _____

NOTE: THE PROPOSER MUST COMPLETE, SIGN AND RETURN THIS FORM BEFORE OR WITH THE BID SUBMITTAL IN ORDER TO BE RESPONSIVE.
ALSO NOTE that if the proposer is itself a DBE, the DBE proposer must indicate the scope of work its staff will actually perform (outside of the work of any subcor
If the DBE proposer itself cannot satisfy the DBE goal, the DBE proposer must list the additional DBE subcontractor(s) that will satisfy the DBE goal, along with th
scope, on this Schedule D.

DBE Goal 25 %

NAME OF DBE CONSULTANT	CONTACT PERSON	TELEPHONE NUMBER	SCOPE OF WOI TO BE PERFORM PER METRA DI CERTIFICATIC

A JOINT VENTURE AGREEMENT MUST BE SUBMITTED PRIOR TO CONTRACT AWARD.

The Consultant must obtain prior approval from Metra in order to make any substitutions for any DBE firms.

I hereby certify that arrangements have been made for the foregoing work with the listed DBE subcontractaor(s). I further understand that any willful falsification, statement, or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State and Federal Laws

_____ _____ Date
Print Name and Title Signature <MUST BE SIGNED BY PRIME CONSULTANT>

_____ _____ Date
Print Name and Title Signature <MUST BE SIGNED BY PRIME CONSULTANT>

DBE participation from any other contract will not count towards the DBE goal on this Contract. The DBE(s) that you list on this Schedule A must be used to reach this Contra

CIVIL RIGHTS REQUIREMENTS (TITLE VI ASSURANCE):

The Contractor agrees to comply with and assures compliance by its sub-contractors at any tier with the following Civil Rights Requirements. The Contractor agrees to insure these requirements must be included within all contracts to its sub-contractors at any tier. Failure to implement or follow the provisions set forth in this Exhibit may result in the Contractor being placed in breach of the Contract terms and may result in Contract termination.

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C.§ 2000d, section 303 of the Age Discrimnation Act of 1975, as amended, 42 U.S.C.§ 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C.§ 12132, and Federal transit Law 49 U.S.C.§ 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

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

Metra

Exhibit 1-E

CONSULTANT INSURANCE REQUIREMENTS

REQUISITION NUMBER R04232

SPECIFICATION NUMBER A&E-CM-Sta. & Pa

The Consultant shall take out and maintain during the life of this contract, the following insurance as specified by the insertion of policy limits and such other insurance as the Northeast Illinois Regional Commuter Railroad Corporation D/B/A Metra/Metropolitan Rail may from time to time require.

TYPE OF COVERAGE	GENERAL POLICY HOLDER RATING OF _____ OR BETTER.	FINANCIAL RATING OF _____ OR BETTER As Published By Best's Key Rating Guide	AMOUNT REQUIRED
1. WORKERS' COMPENSATION Coverage A - Statutory Coverage B - $_____			$ 500,000.00 Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined) To also include the following coverages:			$ 2,600,000.00 Each Occurrence $ N/A Aggregate
3. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)			$ 2,500,000.00 Combined Single Limit
4. OWNER'S PROTECTIVE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined)			$ N/A Each Occurrence $ N/A Aggregate
5. PROFESSIONAL LIABILITY	RB 11/28/01		$ 2,000,000.00 Each Occurrence $ N/A Aggregate
6. RAILROAD PROTECTIVE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined) Excess of the Blanket Coverage			$ N/A Each Occurrence $ N/A Aggregate
7. OTHER INSURANCE			$ N/A Each Occurrence $ N/A Aggregate

Additional Insured shall be as follows: NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA/METROPOLITAN RAIL AND THE COMMUTER RAIL DIVISION AND THE BURLINGTON-NORTH SANTA FE RAILROAD, THE CANADIAN NATIONAL/ILLINOIS CENTRAL RAILROAD, THE NOR AND WESTERN RAILROAD, THE NORFOLK SOUTHERN RAILROAD, THE UNION PACIFIC R AND THE CANADIAN NATIONAL/WISCONSIN CENTRAL LTD.

The Consultant shall not commence work herein until he has obtained the required insurance and has receive approval of such insurance by Metra. Certificates of insurance indicating amounts and coverages in force shall b furnished to insureds, within ten (10) calendar days after award of contract.

All policies are in effect at this time and will not be canceled, modified, limited or allowed to expire without renew until 30 days written notice has been given to Metra. Such notice shall be sent by certified mail to Metra, care the Risk Management Director, 14th Floor, 547 W. Jackson, Chicago, Illinois 60661.

EXHIBIT 1F

Year 2000 Warranty

A year 2000 (Y2K) Warranty of any system which is being furnished by the Contractor is in addition to all other warranties which relate to the system or any Work performed under the Contract. A "system" consists of all hardware (equipment, components and parts) and software (code in any form and of any type whether in system memory, storage machine language, embedded or other form) which is being furnished by the Contractor. In the event of any conflict between the language of the Year 2000 Warranty and any other provision of the Contract, the language of this Year 2000 Warranty shall control. No limitations stated elsewhere in the Contract or any other documents shall apply to or limit this warranty.

The Contractor warrants and represents that any system furnished under this Contract is designed to be used prior to, during, and after the calender Year 2000 A.D., and that the system will operate during each such time period without error or malfunction relating to: a) date data or code, specifically including any error relating to, or the product of, date date or code which represents or references, or fails to represent or reference, different centuries or more than one century or b) errors relating to the failure to include code which would correctly process data data containing or utilizing years after 1999.

The Contractor warrants and represents that the system includes "Year 2000 capabilities". For the purpose of this Contract, "Year 2000 capabilities" means: a) the system will manage and manipulate data involving dates, including single century formulas and multi-century formulas, and will not cause and abnormally ending scenario within the system or application or generate incorrect values or invalid results involving such dates, b) all of the system's date-related user interface functionalities and data fields and code include the indication of century, and c) all of the system's date-related data interface functionalities include the indication of century.

The Contractor warrants and represents that it as tested the system for Year 2000 compliance and that such tests have proven the system to be Year 2000 Compliant. "Year 2000 Complaint" means that data outside of the year range of 1901-1999 will be correctly processed in any level or part of the computer hardware furnished under the Contract.

The Contractor warrants that the system adheres to ISO 9001-8601, titled "Data Elements and Interchange Formats - Information Exchange - Representation of Dates and Times".

TRAINING. If required by Metra, Contractor will provide training and support materials, approved by Metra's Training and Development Division, to assure:

A. Operator proficiency. Metra's operators of the product, system or equipment must have the knowledge and ability to use the product according to Metra standards.

B. Metra personnel proficiency. Metra personnel must have the ability to diagnose and repair common and uncommon problems with the product, system or equipment. Applicable Metra maintainers must be able to:

- Locate and identify all components.
- Use vendor-provided parts manuals.
- Use specialized diagnostic tools required by the particular product, system or equipment.
- Use detailed vendor-provided troubleshooting guides, which may include, but are not limited to:
- Flow charts.
- Symptom maps.

C. Support. Contractor will provide the following operation and maintenance support materials:

- Master parts list.
- Recommended life cycles of systems and sub-systems.
- Recommended overhaul schedules and procedures.
- Preventative maintenance schedules.

D. Training support. Contractor will assist Metra's Training and Development Division in providing the necessary skills and knowledge to supervisors and other personnel who need to know some components of the product, system or equipment. This includes all manuals and guides identified in paragraphs A, B, and C of this section and:

- Multimedia information about the product, system or equipment in professional quality vhs video format, or other Metra Training approved format and standards.
- Material standards:
- All text and graphics from vendor produced manuals in electronic Metra-approved format.
- All text materials will be targeted to an 8th grade reading level and a competency of GED level 3.
- All manuals and procedures will comply with Metra Training defined standards, as attached. (Equipment Manuals, Procedure sheets)

EXHIBIT 1-G

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A METRA
547 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60661
AGREEMENT
FOR PROFESSIONAL AND CONSULTING SERVICES

This Agreement is entered into this_____day of _____, _____ in Chicago, Illinois, by and between the Northeast Illinois Regional Commuter Railroad Corporation d/b/a Metra, Metropolitan Rail ("Metra"), a public corporation under Illinois law, and_____ ("Consultant"), having offices located at _____. In consideration of the promises and agreements set forth, Metra and Consultant agree:

1. SCOPE AND DESCRIPTION OF SERVICES

Consultant will perform the following services ("Work"):_____

2. COMPENSATION

Metra agrees to pay, and Consultant agrees to accept, as full payment for the Work Consultant's actual costs of performing the Work plus a fixed fee. Said actual costs and fixed fee will be itemized for each task order on a Form 4400 submitted by Consultant at a future date determined by Metra. The total actual costs and fixed fee payable to Consultant under this Agreement shall not exceed $_____. Payments will be made to Consultant for every billing period, but not more than once each month. Consultant will be paid for its actual costs incurred during the preceding billing period, plus the percentage of the fixed fee equal to the percentage of actual costs to be paid for that billing period, not to exceed the percentage of the Work completed as of the end of the billing period.

The amount or rate of compensation may be increased or decreased only by written agreement of the parties if there is a material change in the scope, character, or complexity of the

Work. Consultant shall submit invoices for all amounts to be paid by Metra under this Agreement. All invoices must be submitted to the "Accounts Payable Section" for payment and must show Metra Contract No. _____ and Metra Account No. _____.

3. FINANCIAL ASSISTANCE AGREEMENTS

Payments to Consultant under this Agreement might be funded in part by financial assistance from one or more of the United States Department of Transportation, Federal Transit Administration ("FTA"), the Illinois Department of Transportation ("IDOT"), and the Regional Transportation Authority ("RTA") (collectively, "Funding Agency" or "Funding Agencies"). If any Funding Agency fails to approve this Agreement or to provide financial assistance in the amounts required to fully fund payments to Consultant, Metra reserves the right to terminate this Agreement. This Agreement is subject to the provisions of the financial assistance agreements between Metra and the Funding Agencies, and in the event of conflict between such Funding Agency agreements and this Agreement, the Funding Agency agreements shall control. Consultant acknowledges that it has had the opportunity to review and copy the Funding Agency agreements before executing this Agreement.

4. SCHEDULE FOR PERFORMANCE OF THE WORK

Time is of the essence of this Agreement. Consultant shall commence the Work promptly after receiving a Notice to Proceed from Metra. Consultant shall complete all Work by _____

5. CONTRACT DOCUMENTS

Each of the following documents is attached and incorporated in this Agreement:

EXHIBIT _____
EXHIBIT _____
EXHIBIT _____
EXHIBIT _____
EXHIBIT _____

6. AMENDMENTS

This Agreement constitutes the entire Agreement between the parties. All amendments to this Agreement must be in writing and executed by the authorized officers of each party. No representative of either party is authorized to modify the terms of this Agreement except in writing.

7. TERMINATION

(a) Metra may terminate this Agreement at any time, with or without cause, by giving written notice to Consultant at the address specified above. Termination shall be effective upon receipt of such notice by Consultant through actual delivery, fax, or regular or certified mail.

(b) If Metra terminates this Agreement other than for breach by Consultant, Metra agrees to pay Consultant, and Consultant agrees to accept as its sole remedy:

(i) if this is a fixed fee agreement, the unpaid percentage of the fixed fee specified above which is equal to the percentage of the total Work completed prior to the date of termination; or

(ii) if this is a cost-plus agreement, Consultant's unpaid costs obligated to date of termination, plus the remaining unpaid percentage of the fixed fee specified above which is equal to the percentage of the total Work completed prior to termination.

(c) If Metra terminates this Agreement for breach by Consultant, Consultant shall be liable for all damages incurred by Metra, including but not limited to, incidental and consequential damages, and Metra's cost for having the Work completed by another contractor or with Metra's own employees. In addition, Metra expressly reserves all of its rights and remedies under law and equity for Consultant's breach.

8. ASSIGNMENT

This Agreement shall be binding on, and inure to the benefit of, the respective successors, assigns, heirs, and personal representatives of Metra and Consultant. Any successor to Consultant under this Agreement must be approved in writing by Metra, which approval Metra may grant or deny in its sole discretion. Assignment of this Agreement by Consultant without the prior written approval of Metra is a breach of this Agreement. Any successor will be required to perform all terms, conditions, and requirements of this Agreement as a condition precedent to such succession. Consultant also must obtain prior written approval from Metra for any subcontract to this Agreement.

9. UNAVOIDABLE DELAY

If Consultant is delayed in the performance of the Work by a cause beyond its reasonable control, Consultant must immediately, upon receiving knowledge of such delay, give written notice to Metra and request an extension of time for performance or completion of the Work. Metra shall examine the request and determine if Consultant is entitled to an extension. Metra shall notify Consultant of the decision in writing and that decision shall be final and binding.

10. INSURANCE

Consultant shall maintain professional liability insurance specified in Exhibit ___ covering all claims whenever made, arising out of this Agreement or performance of the Work. Certificates of this insurance shall be furnished to Metra upon written request. Metra will not issue a Notice to Proceed under Section 4 until Metra has determined that the requirements of this Section 10 have been satisfied.

11. NON-COLLUSION

Consultant warrants that it has not paid, and agrees not to pay, any bonus, commission,

fee, or gratuity to any employee or official of Metra, or to any other Consultant, for the purpose of obtaining this Agreement.

12. PROHIBITED INTERESTS

No member, officer, or employee of Metra shall have any interest, direct or indirect, in this Agreement or its proceeds during his tenure.

13. INTERESTS OF MEMBERS OF CONGRESS

No member or delegate to the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement, or to any benefit arising from it.

14. EQUAL EMPLOYMENT OPPORTUNITY (STATE REQUIREMENT)

In the event of Consultant's non-compliance with the provisions of this equal employment opportunity clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights ("Department"), Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois, or any of its political subdivisions, or municipal corporations; and the contract may be canceled or voided in whole or in part; and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Consultant agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate action to rectify such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's rules and regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of Consultant's obligations under the Illinois Human Rights Act and the Department's rules and regulations. If any such labor organization or representative fails or refuses to

cooperate with Consultant in its efforts to comply with such Act and rules and regulations, Consultant will promptly so notify the Department and Metra, and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's rules and regulations, furnish all relevant information as may from time to time be requested by the Department or Metra, and in all respects comply with the Illinois Human Rights Act and the Department's rules and regulations.

(6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of Metra and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be biding upon such subcontractor in the same manner as with other provisions of this Agreement. Consultant will be liable for compliance with applicable provisions of this clause by such subcontractors, and further it will promptly notify Metra and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, Consultant will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(8) That the Consultant will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Consultant's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

15. EQUAL EMPLOYMENT OPPORTUNITY (FEDERAL REQUIREMENT)

In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16. NONDISCRIMINATION (FEDERAL REQUIREMENT)

During the performance of this Agreement, Consultant agrees as follows:

(1) Consultant will not discriminate against any employee, or applicant for employment because of race, creed, color, sex, marital status, religion, age, disability, national origin or ancestry, or an unfavorable discharge from military service. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following:

(2) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, color, sex, marital status, age, disability, national origin or ancestry, or an unfavorable discharge from military service.

(3) Consultant will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and Consultant may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Consultant will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

17. DISADVANTAGED BUSINESS ENTERPRISE

In connection with the performance of the Work, Consultant will cooperate with Metra in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for any subcontract work under this Agreement.

18. RETENTION OF RECORDS

Consultant shall maintain records to show its time and costs, and shall submit monthly progress reports describing the portion of the Work already performed and anticipated during the coming time period. On 15 days notice from Metra, all time sheets, billings, and other documentation used in preparing said progress reports shall be made available for inspection, copying, and auditing by Metra at any time during normal business hours, at 547 West Jackson Boulevard, Chicago, Illinois 60661.

Consultant shall maintain, for a minimum of 5 years after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement. Failure to maintain the books, records, and supporting documents required by this Section 18 shall establish a presumption in favor of Metra for the recovery of any funds paid by Metra under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

19. AUDIT AND INSPECTION OF RECORDS

Consultant agrees to permit the authorized representatives of Metra or the Funding Agencies to inspect all work materials, payroll, and other data and records involving this Agreement, and to audit the books, records, and accounts involving this Agreement.

20. OWNERSHIP OF RECORDS

Metra shall retain ownership of all plans, specifications, related documents, computer disks, software, and all other work product, including, but not limited to, those mentioned above, prepared by Consultant in connection with the Work and this Agreement.

21. INDEMNIFICATION

Consultant hereby binds itself, its successors and assigns, to indemnify, defend, and hold harmless Metra and the Commuter Rail Division of the Regional Transportation Authority ("CRD") from all claims, loss, damages, or expenses (including attorney's fees) that arise out of an error, omission, or negligent act in the performance of the Work. Consultant hereby binds itself, its successors, and assigns, to indemnify, defend, and hold harmless Metra and the CRD from all claims, loss, damages, or expenses (including attorney's fees) for alleged infringement of United States letters patent, of the United States or state trademark laws, or of the United States or state copyright laws, arising from any material or design specified in, or supplied pursuant to, this Agreement.

22. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of the Work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts, and shall do so without additional compensation. In addition to any other rights and remedies Metra may have, Consultant shall be responsible for any damages incurred as a result of its errors, omissions, and/or negligent acts, and for any losses or cost of repair or remedy arising out of such errors, omissions, and/or negligent acts. The acceptance of the Work by Metra will not relieve the Consultant of the responsibility for subsequent correction of any such errors or omissions, or for clarification of any ambiguities. The obligations of this Section survive the termination of this Agreement.

23. COPYRIGHT AND RIGHTS IN DATA

This Agreement is subject to the FTA policy on Patent Rights and rights in data and copyrights as set forth in Part II of II of the FTA Grant Agreement between Metra and the FTA. Metra and the Funding Agencies reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes:

1. Any work developed under this Agreement irrespective of whether or not a copyright has been obtained; and

2. Any rights of copyright to which Metra or the Consultant purchased ownership rights through this Agreement.

24. COMPLIANCE WITH LAWS

Consultant hereby agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of Illinois, Metra, and units of local government. Any contract executed in violation of the terms and conditions of law may be null and void as to Metra.

25. GOVERNING LAWS

This Agreement shall be interpreted under and governed by the laws of the State of

Illinois, and the parties agree to be subject to the jurisdiction of the courts in Cook County.

26. HEADINGS

The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

27. APPROPRIATION OF FUNDS

If this Agreement is for a period of longer than one year, it is subject to the appropriation of funds by Metra's Board of Directors for each year beyond the first year of this Agreement.

28. CONFLICT OF INTEREST

No contract for the construction of a project shall be awarded to the firm that designed the project or its subsidiaries or affiliates, except with the approval of Metra and/or the Funding Agencies or authorized representative.

29. FEDERAL REQUIREMENTS

Pursuant to the applicable provisions of Metra's Master Agreement with the FTA, Metra gives notice to Consultant that Federal requirements may change, and the changed requirements will apply to this Agreement as required.

The Funding Agencies shall not be subject to any obligations or liabilities to Consultant or its subcontractors or any other person not a party to this Agreement.

30. STATE OF ILLINOIS GIFT BAN ACT

Consultant shall comply with the applicable provisions of the State of Illinois Gift Ban Act, 5 ILCS 425/1 et seq., and refrain from providing gifts to Metra's employees in violation of Metra's Gift Ban Policy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES RECITED BELOW:

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION D/B/A METRA

BY_____

PRINT NAME

TITLE EXECUTIVE DIRECTOR

ATTEST

BY_____

DATE

TITLE ASSISTANT SECRETARY TO THE BOARD

CONSULTANT

BY_____

PRINT NAME

TITLE_____

ATTEST

BY_____

DATE

TITLE_____

EXHIBIT 1-1

COST AND PRICE ANALYSIS—PROFESSIONAL SERVICES CONTRACTS

For use of this form, see Metra procedure PU-05 or PU-08

This form is to be used as provided under Metra procedures. ~~It will be executed and submitted with proposals in response to "Requests for Proposals" for the procurement of professional or personal services. If your cost accounting system does not permit analysis of costs as required, contact the materials management office for further instructions.~~

REQUEST NO.

NAME AND ADDRESS OF OFFERER

DETAIL DESCRIPTION	ESTIMATED HOURS	RATE/HOUR	TOTAL ESTIMATED CO (Dollars)
1. DIRECT LABOR (specify)			
TOTAL DIRECT LABOR			

2. BURDEN (Overhead-specify) DEPARTMENT OR COST CENTER	BURDEN RATE	X BASE =	BURDEN ($)	
TOTAL BURDEN				

3. DIRECT MATERIAL			
		TOTAL MATERIAL	
4. SPECIAL TESTING (including field work at Government installations)			
		TOTAL SPECIAL TESTING	
5. SPECIAL EQUIPMENT (if direct charge-specify in Exhibit B on reverse)			
6. TRAVEL (if direct charge)			
a. TRANSPORTATION			
b. PER DIEM OR SUBSISTENCE			
		TOTAL TRAVEL	
7. CONSULTANTS (identify-purpose-rate)			
		TOTAL CONSULTANTS	
8. SUBCONTRACTS (specify in Exhibit A on reverse)			
9. OTHER DIRECT COSTS (specify in Exhibit B on reverse-explain royalty costs, if any)			
10.		TOTAL DIRECT COST AND BURDEN	
11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)			
12. TOTAL ESTIMATED COST			

OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION

A. GOVERNMENT AUDIT PERFORMED	DATE OF AUDIT	ACCOUNTING PERIOD COVERED
B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT		C. DO YOUR CONTRACTS PROVIDE NE OVERHEAD RATES? ☐ NO ☐ YE (If yes, name Agency negotiating rates)

D. (If no Government rates have been established furnish the following information)

DEPARTMENT OR COST CENTER	RATE	BASE	TOTAL INDIRECT EXPENSE POOL	BASE FOR TOTAL

16. EXHIBIT A - SUBCONTRACT INFORMATION (If more space needed, use blank sheets, identifying item number

NAME AND ADDRESS OF SUBCONTRACTOR (S)	SUBCONTRACTED WORK	SUBCONTRACT	
		TYPE	AMOUNT

17. EXHIBIT B - OTHER DIRECT COSTS (Specify, if more space needed, use blank sheets, identifying item number)

CERTIFICATE

The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidc represents: (a) that he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working sole for the bidder) to solicit or secure his contract, and (b) that he ☐ has, ☐ has not, paid or agreed to pay to any company or person (other than full-time bona fide employee working solely for the bidder) any fee, commissions, percentage or brokerage fee, contingent upon or resulting fr he award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.

UMBER OF CONTRACTOR EMPLOYEES		STATE INCORPORATED IN
] 500 AND UNDER	☐ OVER 500	
] OVER 750	☐ OVER 1,000	
ATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR	

EXHIBIT 1

METRA
CONTRACTOR SAFETY

Contractors to a railroad are governed by the provisions of a Federal Regulation identified in the Code of Federal Regulations Title 49 Part 214 (Roadway Worker Safety and Railroad Workplace Safety Standards).

S A F E T Y I N S T R U C T I O N S

Safety of Roadway Workers (including contractors) is of paramount importance in the performance of work being performed for the railroad. No Work will be performed when there is the potential of fouling a track (i.e. when an individual or equipment is within four (4) feet of a track or could be struck by a moving train or equipment) until the following items have been completed.

1. A qualified railroad "employee in charge" is present to provide necessary protection or authority.

2. Work (defined as inspection, testing, construction maintenance, or repair to a railroad facility) will begin only after the railroad's employee in charge has conducted a mandatory job briefing consisting of the following:

   - Name of employee in charge
   - Name of lookout (if applicable)
   - Type of track authority (explain)
   - Track limits
   - Time limits
   - Protection, if any, on adjacent tracks
   - Method of notification for the approach of trains
   - Location to clear for trains
   - Procedure to arrange for on-track safety on other tracks, if necessary
   - Required personal protective equipment

Failure to comply with the provisions established for clearing trains, will result in the contractors employee(s) being banned from railroad property and/or subject to personal fines as levied by the Federal Railroad Administration.

Follow-up job briefing will be conducted when:

- The working conditions or procedures change
- Other workers enter the working limits or;
- Track authority is changed, extended, or about to be released

If any of the above situations occur, work will cease until the follow-up job briefing is conducted.

3. Contractors have the following responsibilities:

Work wear approved by Metra including:

- Highly visible orange vest
- Steel toed safety shoes
- A.N.S.I. approved hard hat (289.1 standards)

- A.N.S.I. meets or exceeds 287.1 eyewear standards
- Hearing protection (when required)
- Respirator protection (when required)
- Fall protection (when required) as specified in FRA regulations 49 CFR, Part 214 - Railroad workplace safety standards.

4. Heavy equipment shall be equipped with audible back up warning devices.
5. Contractors will keep the job site free from safety and health hazards.
6. Contractors will post MSDS sheets in the construction trailer.
7. Contractors will post these instructions in a conspicuous place in the construction trailer.

EXHIBIT 1

METRA DIVISION OF TECHNICAL SERVICES

STATION ENGINEERING BLANKET
REQUEST FOR SPECIFIC SERVICES

ENGINEERING DESIGN

DATE:

FIRM:

CONTRACT NO:

CONTRACT EXPIRATION DATE:

PROJECT DESCRIPTION: Rehabilitation of the Metra Station,

METRA PROJECT NO.:

METRA PROJECT MANAGER:

STATION: RAIL LINE:

SITE LOCATION:

CONSTRUCTION BUDGET: $

PROJECT SCHEDULE: Start End
Attach Prelim Project Schedule

I. INTRODUCTION

Metra, the Commuter Rail Division of the Regional Transportation Authority, is funding the architectural and engineering design services to be performed in the preparation of construction contract documents (plans and specifications) for the rehabilitation of the _____ Station facilities. CONSULTANT shall complete Cost & Price Analysis/RTA Form (4400), preliminary engineering schedule and the DBE participation and detailed project tasks.

II. PROJECT REQUIREMENTS

1. General

The CONSULTANT will design a new warming house, and the demolition of the old shelter facility, reconstruction of the inbound and outbound platforms, lighting and other site amenities. The CONSULTANT will also coordinate plans with _____, designers of the site access from Street, parking expansion, site survey and site evaluation. All improvements to be coordinated with the City of and the task force. The work shall at a minimum conform to all requirements of the following standards and regulation:

a) Metra Commuter Stations, Guidelines and Standards Manual

b) Current guidelines for accessibility as required by the Americans for Disabilities Act, The Illinois Environmental Barriers Act, and the Illinois State Accessibility Code

2. Warming House

The new warming house design will include an eight hundred square foot waiting area, two hundred square feet vending area, heating, electrical system, alarms and /or sprinkler system if required by code. Twenty- percent growth and historical nature of surrounding areas shall be taken into the design consideration.

3. Platforms

1. Reconstruct inbound and outbound platforms to 890'-0" long and provide tactile warning strips.
2. Upgrade pedestrian crosswalks.
3. Upgrade platform lighting to meet Metra standards and accommodate platform reconstruction.
6. Provide salt boxes, trash receptacles, fare collections, newspaper corral, bike racks, and bike lids.
7. Provide location for electric cabinet, V.I.S. and V.O.M. system
8. Provide platform signage.
9. Provide an entrance sign to the station whereby, the historical nature of surrounding areas shall be taken into the design consideration.

III. GENERAL REQUIREMENTS

CONSULTANT'S documentation and reports shall incorporate the following:

A. A meeting will be scheduled on site prior to submitting this proposal to review the project. The Metra Project Manager and the CONSULTANT should review the scope of work.

B. CONSULTANT should obtain and pay for all necessary surveys with property utility information, and provide necessary sub-soil reports. CONSULTANT shall schedule a J.U.L.I.E. meeting at the site to determine the ownership of all underground and overhead utilities.

C. Plan and specifications should be prepared for a LUMP SUM OR UNIT COST BID INCLUDING ALTERNATES AS APPROPRIATE.

D. The latest edition of the Local Building Code shall apply; Federal, State, County and City Health, Safety and Fire Regulations shall apply, if more stringent in application. Local zoning requirements are to be followed.

E. Improvements shall be designed in accordance with the "Accessibility Code," latest edition and the Illinois Department of Transportation's "Standard Specifications for Road and Bridge Construction," and the "Manual of Uniform Traffic Control Devices." The plans shall include a statement of compliance with the Illinois Environmental Barriers Act and Illinois Accessibility Code. The accessible parking space needed as a result of creating any additional spaces shall be located as close as possible to the depot. The CONSULTANT shall work with Metra and the City of Elgin to determine a suitable location for the accessible parking. Specific attention should be paid to the accessible routes from the station to the accessible parking.

F. The following organizations will be provided with the plans and specifications, for review: Metra Engineering Department, Metra Technical Services, and the City of

G. A site visit by the CONSULTANT is mandatory to become familiar with the existing site and conditions.

H. Reproduction of Sketches, studies, presentations, drawings and specifications, required during the development of the project are considered part of the CONSULTANT'S services and are reimbursable expenses. Reproduction expenses shall be listed under "Other Direct Cost": Paragraph 17 of 4400 Form. An estimate of the number of drawings that will have to reproduced is as follows:

SETS OF DRAWINGS		
a)	Schematic Phase (30% Design Phase) Plans with 30% checklist	10
b)	Design Development Phase (60% Design Phase) Plans, specifications, checklist, and electronic file	15
c)	Construction Document Phase (90% Design Phase) Plans, specifications, checklist, electronic file, and A laminated rendering	15
d)	Bidding Phase (100% Design Phase)	60
TOTAL		100
MYLAR SEPIA		1
COMPUTER FORMAT (refer to the design and electronic guidelines or access Metra Technical Services website at http://www.metrarailtech.com		1 (CD)
12x18 or half size plans		1 set
Photos of Station & Site		1 set

I. The CONSULTANT shall be responsible directly to Metra's Technical Services Division and shall report to Metra's project manager in charge of the project.

J. The items listed in the project description constitute what Metra believes to be the major element and shall be addressed. However, it shall become the responsibility of the CONSULTANT to identify all necessary rehabilitative work whether or not it is specifically listed in the project description.

K. The CONSULTANT shall be held accountable for all errors and omissions resulting in construction change orders and shall be required to take corrective action as directed by Metra.

L. All drawings and Specifications shall conform to local laws and ordinances. Appearances at local board and/or commission meetings to obtain the necessary permits and approvals shall be the responsibility of the CONSULTANT. This activity shall be shown as a separate line item on the "4400 Form.

M. The CONSULTANT shall perform and prepare the project specific PMP and QMP and a quality control checklist "Metra Commuter Station" prior to submittals of documents to Metra. The "Checklist" shall be dated signed and sealed by the Firm's Principal in charge of the project and shall be submitted to Metra upon completion of 60% and 90% review documents.

N. Rate of compensation: The general rate of compensation to the CONSULTANT shall be as follows:

Schematic Design Phase (30% Phase)	25%
Design Development Phase (60% Phase)	30%
Construction Document Phase (90% Phase)	40%
Bidding Phase (100% Phase)	5%

O. CONSULTANT payment request shall accompany the issued Metra Payment Application Request Form. This form is an attachment to the Project Notice to Proceed.

PREPARATION OF DRAWINGS AND SPECIFICATIONS

IV. SCHEMATIC DESIGN PHASE (30% Design Stage)

The work scope shall include, but not be specifically limited to the following:

A. Concept and Site investigation:

1. Site plan showing proposed and existing
2. Situation survey including legal description and property lines
3. The location of all utilities on the property.
4. Electrical site plan indicating the service connection point
5. Topographic information. The topographic detail shall extend ten (10) feet outside of site boundary.
6. Proposed floor plans - show multiple schemes and materials
7. Proposed elevations - show multiple schemes and materials
8. Proposed entry sign - show multiple schemes and materials
9. Provide 30% scoping checklist

B. The CONSULTANT shall prepare five copies of the plat or survey, utility reports, and soil analysis. If deemed necessary, the CONSULTANT shall then schedule a J.U.L.I.E. meeting at the site to determine the ownership of all underground and overhead utilities.

C. CONSULTANT shall provide a preliminary project SCHEDULE and an estimated construction COST by unit measurements. A separate cost estimate for any off-site costs shall be included.

D. The CONSULTANT will be responsible for investigating previous uses of the site to determine the possibility of underground storage tanks or hazardous materials.

E. The CONSULTANT shall submit ten (10) copies of the schematic station plans to Metra within thirty (30) days of the approval of the proposal. One copy shall be submitted to the Metra Engineering department for review indicating the location of all the utilities. After Metra's review, the CONSULTANT shall send the schematic phase plans to the organizations specified previously. CONSULTANT should direct all agencies to send review comments directly to Metra. Within two weeks after receiving all the comments, a meeting will be scheduled for the purpose of discussing the schematic documents. The CONSULTANT will be held responsible for meeting notes and distribution to all project participants within five (5) days.

F. CONSULTANT shall NOT proceed into the Design Development Phase WITHOUT WRITTEN APPROVAL from Metra of the Schematic Design Phase SOLUTION.

V. DESIGN DEVELOPMENT PHASE (60% Design Stage - plans and specs.)

A. After the approval of the Schematic Design Phase the CONSULTANT shall proceed into the Design Development Phase. The object of this phase is to fix and illustrate the size and character of the project.

B. The design development phase will generally include the following:

1. Site plans showing, in detail, the commuter station, and parking facility, existing and finished contours, location and extent of adjoining roads, walks, retaining walls, steps, utilities (existing, new and relocated), detailed calculations for on-site detention (if applicable), and limits of contract.

2. Floor plans, elevations and sections of the warming house.

3. Plumbing and Mechanical plans showing sizes, loads and diagrams.

4. All utility service connection requirements shall be established.

5. Basic layouts of lighting systems showing lighting intensities and voltage drops.

6. A station power and lighting plan. Symbol list and panel schedules.
7. Lighting fixture schedules and a control circuit wiring diagram.

8. Suggested list of deductive and additive alternates.

9. CONSULTANT shall submit an updated COST analysis (unit cost form), a project SCHEDULE, a 30% design checklist, and staging plans for METRA approval. A separate updated cost analysis shall be submitted for any off-site improvements.

10. As much information as possible should be placed on common plan sheets. This should be done so as to reduce the number of plan sheets without losing the quality of detail.

C. 60% completed Design Development drawings shall be submitted to Metra within 30 days after approval of the schematic design phase plans.

D. CONSULTANT shall not proceed with the Construction Documents Phase WITHOUT WRITTEN APPROVAL from Metra on the Design Development Phase SOLUTION. This approval shall include deviations, if any, from the approved program, budget and schedule.

VI. CONSTRUCTION DOCUMENT PHASE (90% Design Stage - plans and specs.)

A. After Metra has approved the 60% Design Stage, the CONSULTANT shall proceed with the preparation of Construction Documents in a form suitable for bidding. Documents should be prepared for a unit cost bid. The CONSULTANT shall review the plans with the municipality's code enforcement officers to assure code compliance. CONSULTANT shall provide review notes.

B. All phases of the construction work shall be fully shown so that the intent is understood by all concerned, thereby eliminating changes in the construction after the work is in progress.

C. CONSULTANT shall use 24" x 36" sheets for the preparation of the working drawings.

D. Drawings and Specifications:

(1) Drawings shall be separated for civil, architectural, structural, mechanical, electrical, plumbing and/or fire protection work.

(2) When trade names, products, etc., or names of manufacturers are listed on the drawings or in the specifications for any part of the work, more than one such name shall be listed. The clause "or approved equal shall follow all name(s).

(3) Specifications shall be collated.

E. Refined list of suggested alternates.

F. The funding agencies require a "Project Sign" at each major entrance to the Project(s). Project sign detail furnished by Metra shall be shown on drawings and inserted into appropriate specification section (see Attachment "C").

G. CONSULTANT shall provide an updated unit COST form and project SCHEDULE.

H. CONSULTANT will submit drawings, specifications and estimates at the 90% stage within thirty (30) days of approval of the 60% design stage plans. Metra will schedule a meeting for the purpose of discussing and resolving any comments or conflicts with the drawings and specifications. CONSULTANT will be held responsible for meeting notes and distribution to all project participants within five (5) days.

I. Within fifteen (15) days of Metra's approval of the 90% stage CONSULTANT shall submit the final contract documents to Metra.

VII. BIDDING PHASE

A. The CONSULTANT shall supply Metra with fifty (50) bid sets and specifications with a mylar sepia of the plans to Metra for bidding purposes.

B. CONSULTANT will be responsible for the preparation of all Addenda approved and distributed by Metra.

C. CONSULTANT will be a present at all on-site "Pre-Bid" meeting.

D. Metra will receive and open bids. CONSULTANT attendance at bid opening is required.

E. CONSULTANT shall submit their written recommendations to Metra for review relative to award of contract(s).

F. Metra shall notify the successful bidder(s), assemble and deliver the construction contracts for execution to the appropriate parties.

G. The bidding phase is anticipated to last ninety (90) days.

VIII. PROCEDURES FOR CONSULTANT CHANGE ORDERS

A. CONSULTANT will be bound to provide the services detailed in this proposal for the agreed upon sum and time. CONSULTANT changes will only be considered when a definite change in the scope of work is requested. If CONSULTANT feels that a CONSULTANT change resulting from a change in the scope of work is necessary, CONSULTANT shall immediately notify Metra, in writing, of such opinion.

B. In all such cases, CONSULTANT shall prepare and Metra shall review a revised "4400 Form" detailing all extra costs and/or credits involved in said changes in scope.

C. Metra shall then approve or deny such request for all CONSULTANT change requests and shall notify CONSULTANT in writing of the decision.

D. ALL CONSULTANT changes must have WRITTEN APPROVAL from Metra PRIOR to executing any work caused by the change.

ATTACHMENTS - Varies by Project - (Samples below are for Proposer information)

The following Attachments are attached hereto and made a part thereof:

Attachment A – Project Sign

Attachment B – Accessibility Routing Map

Attachment C – Station Assessment Data Survey

Attachment D – Preliminary Project Schedule

Attachment E – Cost & Price Analysis (4400) Form

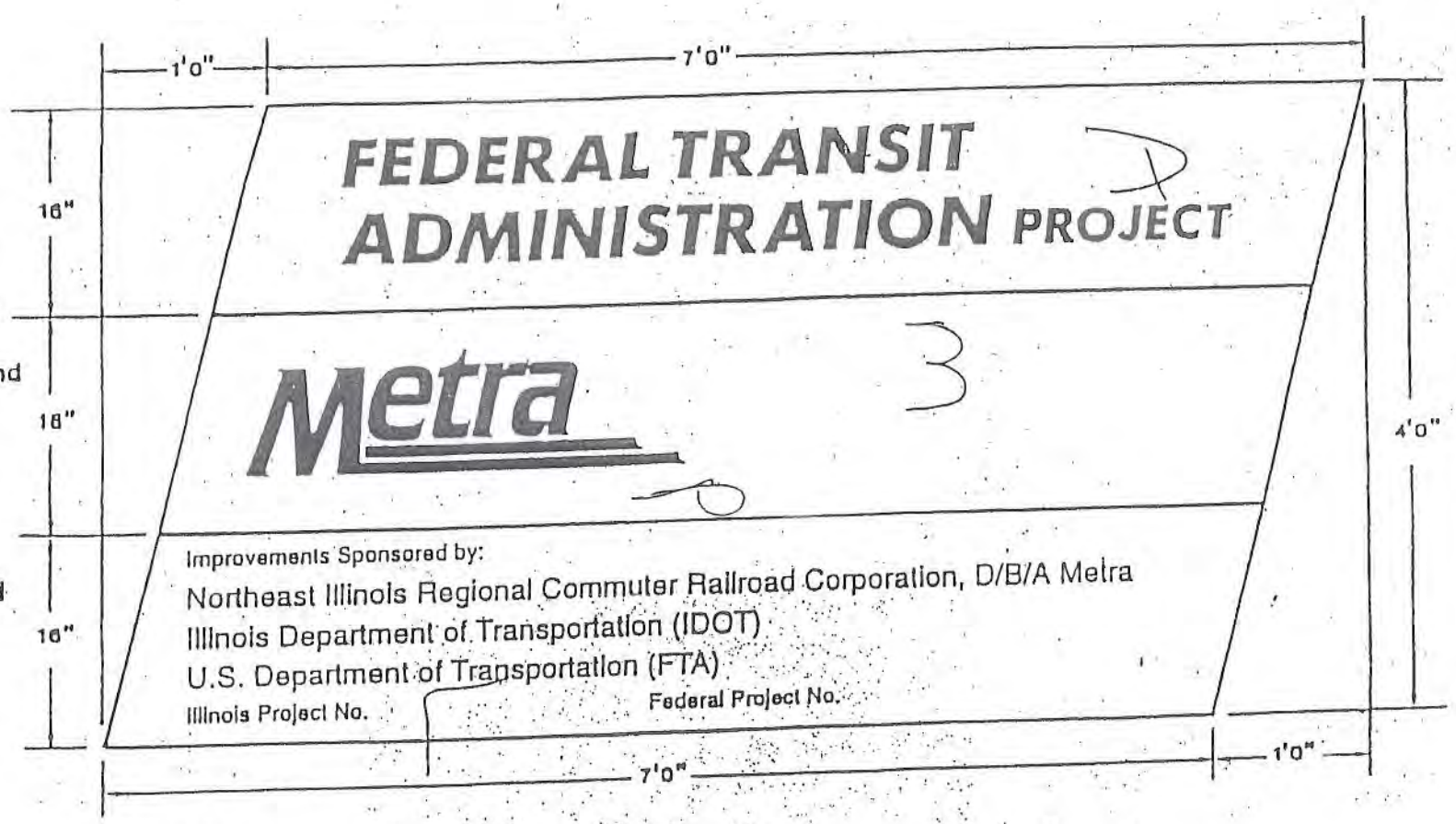
Attachment F – Payment Application Form

Attachment G – FTA Compliance Plan

Attachment A
11 of

PROJECT SIGNS - FTA/IDOT

1. One sign shall be erected at each major entrance to the project for maximum public identification of the work, and shall be maintained in good condition until completion of the project. Upon project completion, the signs shall be removed.
2. Signs are to be cut from standard 4' X 8' waterproof plywood sheets, or other suitable material, and shall meet the design standards shown in the drawing below. The supports for the signs shall be furnished by the contractor and approved by the engineer.
3. The sign may be varied to meet special requirements of the situation, but proportions shall be maintained.
4. The center white panel will indicate briefly the nature of the project, such as "KEATING BUS GARAGE AND TERMINAL." Avoid maps or lengthy descriptions. Copy should be limited to two lines, if possible.
5. No information shall be included on the project signs except that stipulated in the above paragraphs or the drawings below.
6. Lettering and colors: Lettering and colors shall have a minimum life of five years.
7. Back of sign to be painted white and edges to be painted white.
8. Notify Metra for inspection before shipment.
9. Signs to have face protection for shipment.
10. Signs will be promptly replaced or repaired, at no additional cost to Metra, if it is damaged, vandalized or stolen.



ckground
ettering

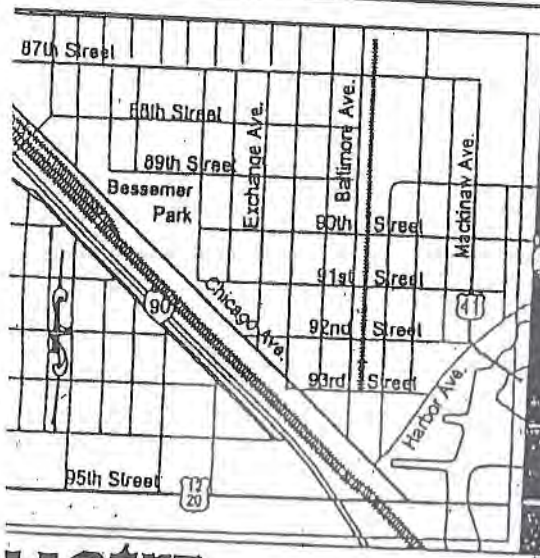
background
ttering

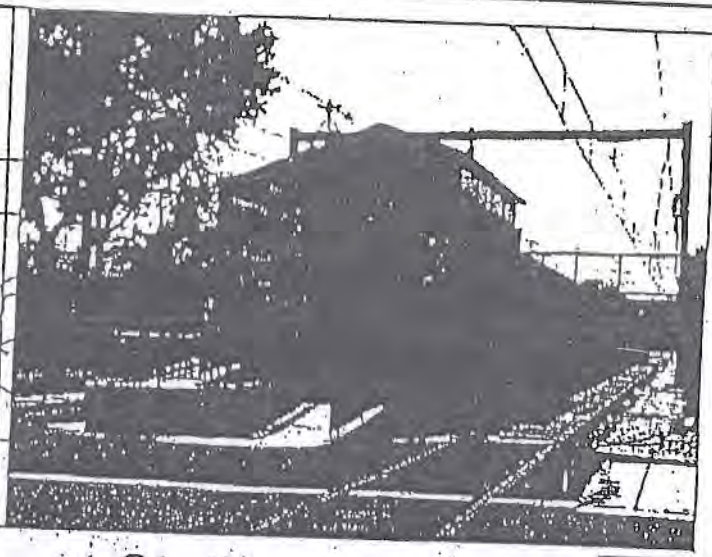
ckground
ettering

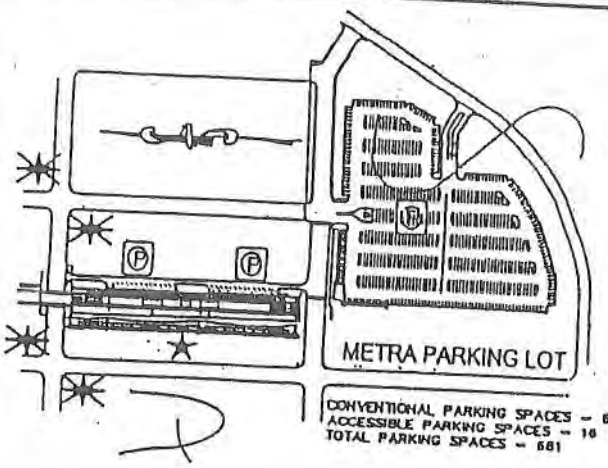
g: Futura Bold Italic (top)
Futura Bold (center)
Futura Deml Bold (bottom)

go: Black circle, reversed
tters

Attachment
(2 of 2)





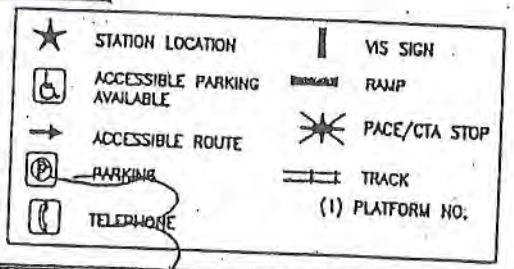


Metra

93rd Street Station

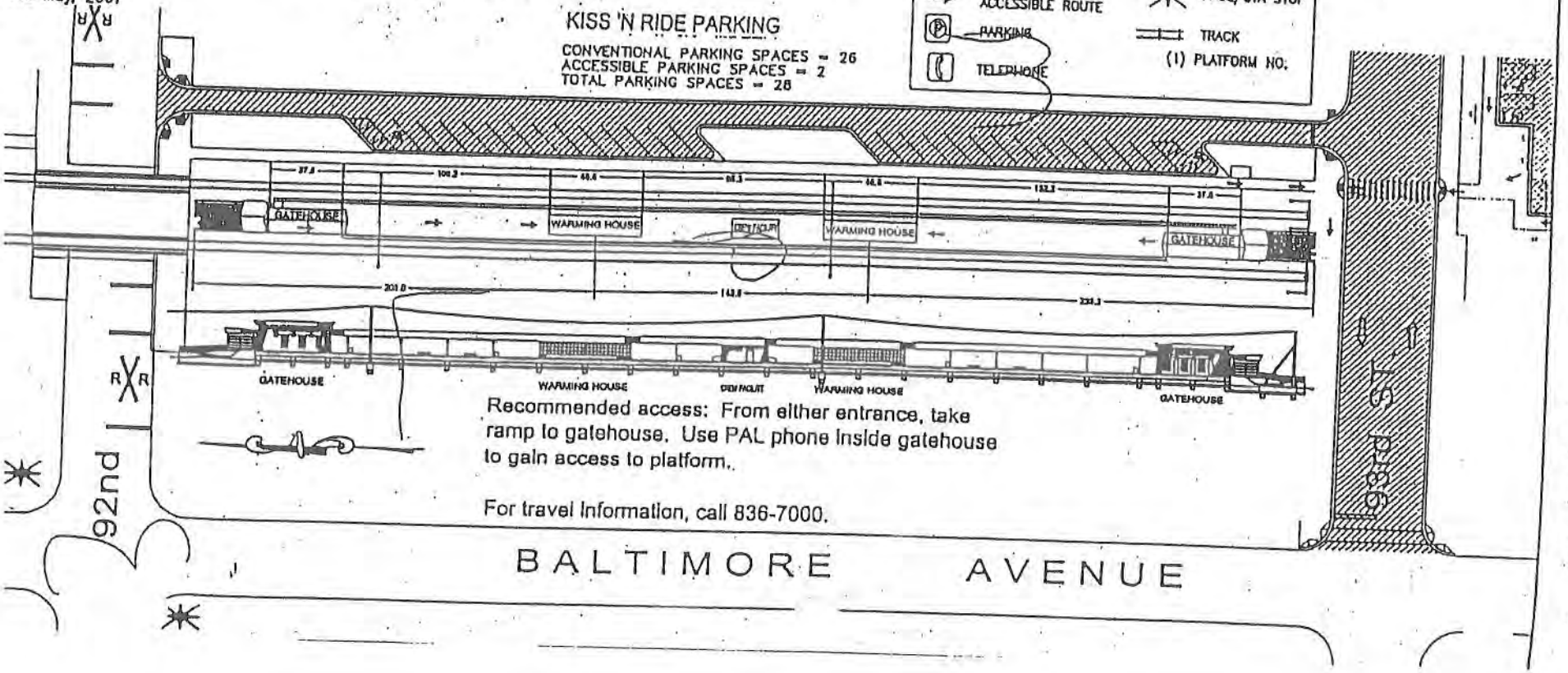
Electric District - South Chicago Branch

ation Code 1130
sued May, 2001



KISS 'N RIDE PARKING

CONVENTIONAL PARKING SPACES = 26
ACCESSIBLE PARKING SPACES = 2
TOTAL PARKING SPACES = 28



Recommended access: From either entrance, take ramp to gatehouse. Use PAL phone inside gatehouse to gain access to platform.

For travel information, call 836-7000.

Attachment B

Attachment 1

#Name?

Metra Station Assessment

Station Code: 5315
University Park
Electric - Main Line
Last Station Survey: 6/27/01

Station Component Summary:

TYPE	NO.
CANOPY	5
HEADHOUSE	4
PLATFORM	1
RAMP	8
RETWALL	25
SITE	1
STAIRWAY	11
TUNNEL	2
WARMINGHOUSE	1

Stairways, Ramps, Elevators, Escalators

Stairways:

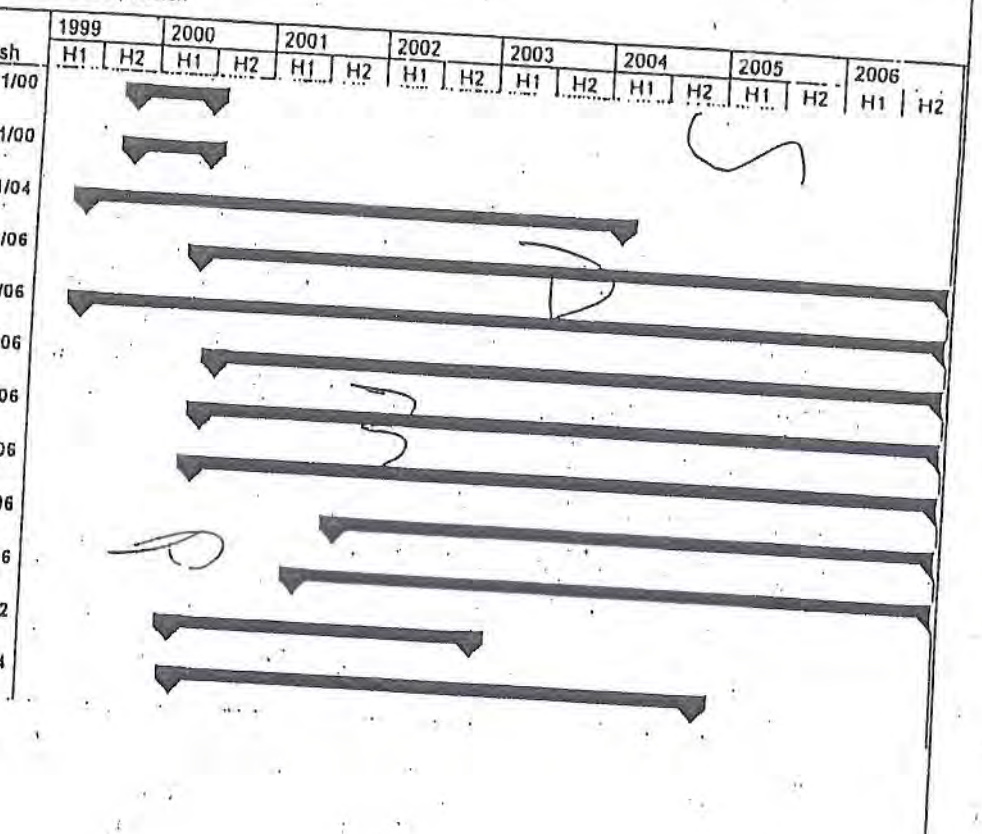
Elem. #	Riser Count	Material	Rating
1	9	CONCRETE	25
2	9	CONCRETE	25
3	18	TYPE 3	50
4	23	TYPE 3	50
5	23	TYPE 3	50
6	9	CONCRETE	25
7	9	CONCRETE	25
8	21	TYPE 3	50
9	26	TYPE 3	50
10	26	TYPE 3	50
11	19	TYPE 3	75

Ramps:

Elem. #	Rise	Width	Length	Ramp Type	Rating
1	15.16	8.67	115.16	WITH RETAINING WALLS	25
2	13.3	6.75	133	WITH RETAINING WALLS	25
3	10.13	6	152	TYPE 1	75
4	9.6	6	144	TYPE 1	75
5	7.1	10.5	105.75	TYPE 1	50
6	7.1	10.5	106	TYPE 1	50
7	6.7	10.5	101.08	TYPE 1	50

Exhibit 1.2.3
Project Schedule of Applicable NCSE Units
[redacted] Service Expansion

Task Name	Duration	Start	Finish
CU01 - PRELIMINARY ENGINEERING (PE)	176 d	11/01/99	07/01/00
CU02 - ENVIRONMENTAL ASSESSMENT (EA)	176 d	11/01/99	07/01/00
CU03 - FINAL DESIGN (FD)	1246 d	06/09/99	03/01/04
CU04 - PROJECT MANAGEMENT & INSPECTION (PMI)	1720 d	06/20/00	12/31/06
CU05 - METRA FORCE ACCOUNT (MFA) - Track, Signal, Sta., Platform & Hwy Impr. & Design & Constr. Mgmt	1989 d	06/09/99	12/31/06
CU06 - CONSTRUCTION, TRACK & SIGNAL BY FIXED FACILITY AGREEMENT (CONST-FFA)	1675 d	08/21/00	12/31/06
CU07 - CONSTRUCTION, TRACK CIVIL WORK BY THIRD PARTIES (CONST-TCTP)	1703 d	07/12/00	12/31/06
CU08 - CONSTRUCTION, SIGNAL WORK BY THIRD PARTIES (CONST-STP)	1720 d	06/20/00	12/31/06
CU09 - CONSTRUCTION, PARKING FACILITIES (CONST-PKG)	1381 d	10/01/01	12/31/06
CU10 - WETLAND MITIGATION (WM)	1469 d	06/01/01	12/31/06
CU12 - LAND ACQUISITION (LA)	706 d	05/01/00	12/31/02
CU15 - CONSTRUCTION, STATION FACILITIES (CONST-SF)	1215 d	05/15/00	12/22/04



[redacted] Service Expansion
Project Completion Date: 12/31/06
Print Date:04/23/01

Task
Split
Progress
Milestone
Summary
Project Summary
*Rolled Up Task
*Rolled Up Split
*Rolled Up Milestone
*Rolled Up Progress
External Tasks
External Milestone

Exhibit 1.2

Attachment

Attachment E

(See Exhibit 1H)

Attachment

CONSULTANT APPLICATION FOR PAYMENT

Contract Information			Project Information			Payment Application Data		
CONSULTANT NAME	CONTRACT NO.		Project Location			DATE: 1	Number: 2	
CONSULTANT ADDRESS TEL NO. FAX NO. EMAIL ADDRESS			WORK SCOPE:			Amount Due	$ -	
Contract Details			Project Notice to Proceed			Percent of Work Complete		4
End Date	Contract Amount	Obligated Amount	NTP Date	Original Amount	Current Amount	Period Start Date		5
	$ -	$		$ -	$ -	Period End Date		6
CONTACT /TEL NO.	CONTRACT CONTACT NAME TEL. NO. FAX NO. EMAIL ADDRESS		METRA PROJ. MGR.			Total Expended to Date		7

Other Assigned Tasks								
Task-1	NTP Dates	Current Amount	Task-2	NTP Dates	Current Amount	Task-3	NTP Dates	Curren Amoun
		$ -			$ -			

METRA APPROVAL BOX	PROJECT APPROVAL BOX	
	Acct. Code-3276	Burden Rate = %
	Dates:	Start - October 2000 End - Ma 2001
	Comments	
	Consultant Approval 8	
	Metra Approval	

Della Engineering Inc.
220 S. State Suite 500
Chicago, Il. 60604

METF
FTA/ACCESSIBILITY STATUS SPREADSHEET
METRA CONTRACT # K-93624
DEI PROJECT NO. 906-01J

Sr. #	LINE	STATION NAME	ACCESS STATUS	STATION ID #	ELEMENT	TASK DESCRIPTION	DUE DATE	SURVEY DATE	STATUS OR COMMENT
3	ME	University Park	ACC	5315	PARKING	Re-stripe H.C. parking spaces to comply with 8' space + 8' aisle.	Dec-00	6/27/01	Complete
3	ME	University Park	ACC	5315	ACCESSIBLE ROUTE	Replace (size) drain cover so that gratings are perpendicular to path of travel.	Dec-00	6/27/01	Complete
3	ME	University Park	ACC	5315	ACCESSIBLE ROUTE	Treat vertical edges that exceed ½" by feathering concrete or cutting edge to provide gradual transition.	Dec-00	6/27/01	Not complete
3	ME	University Park	ACC	5315	DOORS	Adjust door opening force to 5 lb max at accessible gate.	Dec-00	6/27/01	Not complete
3	ME	University Park	ACC	5315	RAMPS	Rebuild ramp to comply with 1:12 slope.	Dec-01	6/27/01	Not complete
3	ME	University Park	ACC	5315	RAMPS	Rebuild ramp to comply with 30' max. length between landings.	Dec-01	6/27/01	Complete
3	ME	University Park	ACC	5315	RAMPS	Rebuild ramp to comply with 36" min. width between handrails.	Dec-01	6/27/01	Complete
3	ME	University Park	ACC	5315	RAMPS	Raise handrail height to between 34 and 38 inches.	Dec-01	6/27/01	Complete-Handrail height is between 32 " & 33 "
3	ME	University Park	ACC	5315	RAMPS	Revise handrail so that rail returns into wall, post or floor.	Dec-01	6/27/01	Complete
3	ME	University Park	ACC	5315	TICKETING/ AUTO FARE VENDING	Replace vending instruction sign with 5/8" high tactile letters.	Dec-00	6/27/01	Complete
3	ME	University Park	ACC	5315	P/A SYSTEM	Install P/A system.	Dec-00	6/27/01	Complete
3	ME	University Park	ACC	5315	SIGNAGE	Replace "$50 Fine" parking signs w/ "$100 Fine" signs.	Dec-99	6/27/01	Complete
3	ME	University Park	ACC	5315	SIGNAGE	Install accessible route signs as indicated.	Dec-99	6/27/01	Complete
3	ME	University Park	ACC	5315	SIGNAGE	Provide international symbol of accessibility sign on accessible doors	Dec-99	6/27/01	Not complete
3	ME	University Park	ACC	5315	SIGNAGE	Install 1D braille and tactile station signs on inbound and outbound platforms.	Dec-99	6/27/01	Not complete
3	ME	University Park	ACC	5315	SIGNAGE	At fare vending machines and at automatic fare collection equipment install grade 2 braille signs letters and numerals shall be raised 1/32 inch, upper case. Raised characters shall be 5/8 inch high.	Dec-99	6/27/01	Not complete-provided at 2 number Vending machines but not at Transtiles.
3	ME	University Park	ACC	5315	SIGNAGE	Provide " Van Accessible" sign for van accessible space.	Dec-99	6/27/01	Not complete
3	ME	University Park	ACC	5315		Replace buckled sections of terrazzo floor.	Dec-99	6/27/01	Not complete-Ramp floor is damaged at a number of locations
3	ME	University Park	ACC	5315		Rebuild existing non-compliant ramps which lead from parking lot to tunnel.	Dec-99	6/27/01	Not complete

Attachment

Ex. 1-K

FEDERAL CLAUSES
TABLE OF CONTENTS

1 PARTIES AFFECTED

2 FALSE AND FRAUDULENT STATEMENTS AND CLAIMS

3 APPROVED EQUALS AND BRAND NAME

4 ENVIRONMENTAL REQUIREMENTS PROVISIONS

5 AUDIT

6 MINORITY BUSINESS ENTERPRISE

7 EMPLOYMENT

8 TERMINATION AND SUSPENSION (SEE CONTRACT EXHIBIT)

9 INTEREST OF MEMBERS OF CONGRESS

10 PROHIBITED INTEREST

11 FINANCIAL ASSISTANCE CONTRACT

12 INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

13 CONTRACT CHANGES

14 INTENTIONALLY OMITTED

15 COPYRIGHT AND RIGHTS IN DATA

16 REQUIRED IN BIDDING REQUIREMENTS

17 ENERGY CONSERVATION

18 CHANGING REQUIREMENTS

19 REPORTING, RECORD RETENTION AND ACCESS (SEE CONTRACT EXHIBIT)

20 PATENT RIGHTS

21 CONTRACT HOURS AND SAFETY STANDARDS ACT

22 SUBSTANCE ABUSE

23 PRIVACY ACT

24 PREFERENCE FOR RECYCLED PRODUCTS

25 EMPLOYEE PROTECTIONS

U. S. Department of Transportation
Federal Transit Administration
("FTA") and Illinois Department of
Transportation ("IDOT") Addendum
For Material Procurement

1. Parties Affected.

The Contractor agrees to take appropriate measures to ensure that its firm, employees, any subcontractors or any additional parties contracted for work as a result of this Contract will be responsible for compliance with any *applicable* federal and state requirements described in this contract. The term "Contractor" shall mean "Vendor."

2. False or Fraudulent Statements or Claims.

The Contractor recognized that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. part 3801 et seq and US DOT regulation 49 C.F.R. Part 31 apply to its action pertaining to this Contract. Accordingly, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes 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, as amended, on the Contractor to the extent the federal government deems appropriate. If applicable, the federal government reserves the right to impose on the Contractor the penalties of 18 U.S.C. Part 1001 and 49 U.S.C. Part No. 5307 (n) (1), to the extent the federal government deems appropriate.

3. Approved Equals and Brand Names.

Where a feature, component, or item is specified by brand name in the specifications, the words "or approved equal" are implied. All approvals and request for approvals of proposed approved equals must be in writing. Specification by brand name of components or equipment in the specification shall not relieve Contractor from its responsibility to design and construct the Equipment and perform the work in accordance with the general performance requirements of the specifications and these general provisions.

4. Environmental Requirements.

The Contractor recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to the project. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy act of 1969, as amended, 42 U.S.C. § 4321 et seq; the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq; and scattered sections of 29 U.S.C.; the Clean Water Act, as

amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, FHWA and other agencies of the federal government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the project. Thus, the Contractor agrees to adhere to, and impose on its subcontractors and any other parties at any tier, any such federal requirements as the federal government may now or in the future promulgate that is applicable to this project. Listed below are requirements of particular concern to FTA, Metra and the Contractor. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all federal environmental and resource conservation requirements.

a. Environmental Protection.

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et esq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

b. Air Quality.

The Contractor agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically:

(a) The Contractor agrees to comply with all applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Project Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act, "40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans."40 C.F.R. Part 93. To support the requisite air quality conformity finding for the project, the Contractor agrees to implement each air quality mitigation and control measure incorporated in the project. The Contractor agrees that any project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the project described in the SIP.

(2) The Contractor agrees to comply with, and assures compliance by its subcontractors at any tier, with these requirements resulting from the project. The Contractor will report any violation by its own employees and subcontractors at any tier, that may result in any violation of these requirements to Metra, the FTA, and to the appropriate U.S. EPA Regional Office.

c. Clean Water.

The Contractor Agrees as follows:

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

(2) The Contractor agrees to comply with, and assures compliance by its subcontractors at any tier, with these requirements resulting from the project. The Contractor will report any violation by its own employees and subcontractors at any tier, that may result in any violation of these requirements to the FTA, Metra, and to the appropriate U.S. EPA Regional Office.

5. Audit.

Contractor shall permit the authorized representatives of either Metra, RTA, IDOT, U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of Contractor relating to its performance under the Contract.

6. Disadvantage Business Enterprise ("DBE").

A. Contractor must take all such action as may be necessary and reasonable to assure that disadvantaged business enterprises have an equitable opportunity to compete in all subcontracting activities and shall cooperate with Metra in its program for the participation of disadvantaged enterprises in Metra procurements.

B. U.S. Department of Transportation Regulations. Each Contractor shall agree to abide by the statements in subparagraphs (1) and (2) below.

(1) Policy: It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of Contracts financed in whole or in part with federal funds under this

Contract. Consequently, the DBE requirements of 49 CFR Part 26 applies to this Contract.

(2) DBE Obligation: The Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts finances in whole or in part with federal funds provided under this Contract. In this regard all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform Contracts. Contractors shall not discriminate on the basis of race, religion, color, sex, national origin, age, or disability in the award and performance of DOT-assigned Contracts.

7. Employment.

A. Equal Employment Opportunity and Fair Employment Practices. In connection with the execution and performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. U.S. Department of Transportation Regulations. Contractor for itself, its assignees and successors in interests, agrees that it will comply with the following regulation:

(1) Compliance with Regulations. Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of federal regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this Contract.

(2) Nondiscrimination. Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts (including Procurements of Materials and Equipment). In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under the Contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

(4) Information and Reports. Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Metra or FTA to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish said information, Contractor shall so certify to Metra or FTA, as appropriate, and shall set forth what efforts it has made to obtain said information.

(5) Sanctions for Noncompliance. In the event Contractor's noncompliance with the nondiscrimination provisions of this Contract, Metra shall impose such Contract sanctions as it or FTA may determine to be appropriate including, but not limited to:

(a) Withholding of payments to Contractor under this Contract until Contractor complies, and/or

(b) Cancellation, termination or suspension of this Contract, in whole or in part.

(6) Incorporation of Provisions. Contractor shall include the of paragraphs (1) through (6) of this Section 5.C in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant hereto. Contractor shall take such action with respect to any subcontract or procurement as Metra or FTA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request Metra to enter into such litigation to protect the interest of Metra, and in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. Equal Employment Opportunity - FEPC. Contractor shall comply with, and assure that each subcontractor complies with the following regulations of the Illinois Human Rights Commission:

(1) In the event of the Contractor's noncompliance with any provision of this Equal Opportunity Clause, the Illinois Human rights Act or the Illinois Human Rights Commission's Rules and Regulations, the Contractor may be declared nonresponsible and therefore ineligible for future Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by stature or regulation. During the performance of this Contract, the Contractor agrees as follows:

(a) That it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such under utilization.

(b) That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, religion, color, sex, national origin, age, disability or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Commission's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Human Rights Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) That it will submit reports as required by the Illinois Human Rights Commission's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Commission or the Contracting Agency, and in all respects comply with the Illinois Human Rights Act and the Commission's Rules and Regulations.

(f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Human Rights Act and the Commission's Rules and Regulations.

(g) That will include verbatim or by reference the provisions of paragraphs (a) through (g) of this clause in every performance subcontract as defined in Section 1.1 (17 (a) of the Commission's Rules and Regulations so that such provisions will be binding upon every such subcontractor; and that it will also include the provisions of paragraphs (a), (e), (f) and (g) in every supply subcontract as defined in Section 1.1 (17) (a) of the Commission's Rules and Regulations so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors and further it will promptly notify the contracting agency and the Illinois Human Rights Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any subcontractor declared by the Commission to be nonresponsible and therefore ineligible for Contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(2) Each Contractor and subcontractor shall in turn include the Equal Employment Opportunity Clause set forth in Section 6.1 of these Rules and Regulations in each of its subcontracts verbatim or by reference so that provisions of Paragraphs (a) through (g) of said clause will be binding upon subcontractors of every tier, provided, however, that only paragraphs (a), (e), (f) and (g) need be included in every subcontract as defined in Section 1.1 (17) (a) of these Rules and Regulations.

8. Termination and Suspension. (See the Contract Exhibit).

9. Interest of Members of Congress.

No member of or delegate to the Congress of the United States nor any member or delegate to the Illinois General Assembly shall be admitted to any share or part of this Contract or to any benefit arising therefrom.

10. Prohibited Interest.

No member, officer or employee of Metra or of a local public body with financial interest or control in this Contract during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect in this Contract or the proceeds thereof.

11. Financial Assistance Contract.

This Contract is subject to the provisions of the financial assistance Contracts between Metra and other sponsoring agencies which are identified in the Request for Proposals as FTA and IDOT.

12. Ineligible Contractors and Subcontractors.

Any name appearing upon the Controller General of the United States' list of ineligible Contractors for federally financed and assisted construction shall not be eligible to act as a Contractor or as a subcontractor for the Contractor pursuant to this Contract. In the event Metra determines the Contractor or a subcontractor is currently ineligible or becomes ineligible after Contract award, this Contract may be cancelled, terminated or suspended by Metra.

13. Contract Changes. Any proposed change in the Contract shall be submitted in writing to Metra for its prior approval.

14. Intentionally Omitted.

15. Copyright and Rights in Data. To the extend applicable and pursuant to Section 18 of the October 1, 2001 Master Agreement ("MA(8)") entered into between Customer and the Federal Transit Administration, Vendor agrees to provide to the federal government a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes the "subject date" as set forth in Master Agreement. As set forth in the Master Agreement, "for federal government purposes," means use only for the direct purposes of the federal government. In addition, the federal government may not provide or otherwise extend to other parties, without the copyright owner's consent, the federal government's license to: (1) Any subject data developed under a grant agreement, or under a third party contract or subagreement financed by a grant agreement or cooperative agreement, whether or not a copyright has been obtained; and (2) Any rights of copyright to which Metra or a third party contractor purchases ownership with federal assistance.

16. Required in Bidding Requirements.

A. In the event a single bid is received, Metra will conduct a price and/or cost analysis of the bid. A price analysis is the process of examining the bid and evaluating the separate cost elements. It should be recognized that a price analysis through comparison to other similar procurements will be based on an

established or competitive price of the elements used in the comparison. The comparison will be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis will be made of this difference and costs attached hereto.

B. Where it is impossible to obtain a valid price analysis, it may be necessary for Metra to conduct a cost analysis of the bid price with the bidder's full cooperation.

C. The price and/or cost analysis will be made by competent and experienced auditors or price analysts. An engineer's estimate or comparison of the prices involved is insufficient.

17. Energy Conservation.

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (42 U.S.C., Section 6321 et seq.).

18. Changing Requirements.

To achieve compliance with changing federal, state and local requirements, Contractor is to recognize that the requirements may change and the changed requirements will apply to this project as required, unless the federal, state and/or local government determines otherwise.

19. Reporting Record Retention and Access. (See Contract Exhibit).

20. Patent Rights.

If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United Stated of America or any foreign country, the Contractor will notify Metra immediately and provide a detailed written report of same.

In addition, unless the federal government makes a contrary determination in writing, the rights and responsibilities of the Contractor, Metra and the federal government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable federal laws, regulation, including any waivers thereof. Unless specified otherwise, the Contractor agrees it will transit to the FTA those rights due the federal government in any invention resulting from the Contracts described in the U.S. Dept. of Commerce's Regulation, No. 37 C.F.R: Part 401.

21. Contract Hours and Safety Standards Act.

The Contractor agrees to comply and assure compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. Parts 327 through 333; and implements and complies with U.S. Department of Labor Regulation 29 C.F.R. Part 5; 29 C.F.R. Part 1926.

22. Substance Abuse.

To the extent the Contractor, subcontractor, or any party contracted for work as a result of this Contract performs a safety sensitive function, it agrees to comply with, and assures its employees comply with the requirements of 49 U.S.C. Part 5331 and 49 C.F.R. Part 653 for Drug Abuse. To the extent the Contractor, subcontractor, or any party contracted for work as a result of this Contract performs a safety sensitive functions, it agrees to comply with, and assures its employees comply with the requirements of 49 U.S.C. Part 5331, 49 C.F.R. Part 654 for Alcohol Abuse.

23. Privacy Act.

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the federal government and Metra under any Contract.

a. The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. The Contractor agrees to obtain the express consent of the federal government and Metra before the Contractor or its employee operate a system of records on behalf of the federal government and Metra. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract or purchase order.

b. The Contractor agrees to include these requirements in each subcontract to administer any system of records on behalf of the federal government and Metra Financed in whole or in part with financial assistance provided by either FTA or Metra.

24. Preference for Recycled Products.

If specified by Metra in the IFB or RFP, and to the extent practicable and economically feasible, Metra agrees to accept by competitive preference, products and services that conserve natural resources, protect the environment and that are energy efficient. Examples of such products may include, but are not limited to products described in the U.S. Environmental Protection Agency guidelines at 40 C.F.R. parts 247-253, which

implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6962.

25. Employee Protections.

The Contractor agrees to comply with and assures compliance by its sub-contractors at any tier, with applicable employee protection requirements for employees of section 102 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §327 through 332, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Contracts (also Labor Standard Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)", 29 C.F.R. Part 5.

Responsibility Determination Form

PU-08-RC
EXHIBIT II

Date: _____

IFB No.: _____

Vendor: _____

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

1. Appropriate financial, equipment facility, and personnel:

   Acceptable: Yes / No
   Repeat Vendor: Yes / No
   Perform an Internet Search: Yes / No

   Comment: _____
   _____
   _____

2. Ability to meet delivery schedule:

   Acceptable: Yes / No
   Repeat Vendor that has met delivery schedules in the past: Yes / No
   Able to meet delivery required on the purchase requisition: Yes / No

   Comment: _____
   _____
   _____

3. Satisfactory period of performance:

   Acceptable: Yes / No
   Did not take exception to Metra's delivery requirement: Yes / No

   Comment: _____
   _____
   _____

4. Satisfactory record of integrity, not on declined or suspended listing:

   Acceptable: Yes / No
   Check Debarment Status: Yes / No

   Comment: _____
   _____
   _____

5. Receipt of all necessary Exhibits from supplier:

   Acceptable: Yes / No
   Did you receive a good bid: Yes / No

   Comment: _____
   _____
   _____

PRICE ANALYSIS DOCUMENTATION

Date:_____

IFB No:_____

P.O./Contract No.:_____

The evidence compiled by a price analysis includes:

1. Developing and examining data from multiple sources whenever possible that proves or strongly suggests the proposed price is fair.

2. Determining when multiple data consistently indicate that a given price represents a good value for the money.

3. Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted and listed on the attached summary is deemed to be fair and reasonable based on the following analysis, check all applicable:

_____ Comparison with competing suppliers' prices or catalog pricing for the same item(s). (Complete Bid Tabulation Sheet, Summary of Procurement or Comparison Matrix and attach supporting quotes or catalog pages.)

_____ Comparison of proposed pricing with in-house estimates for the same items. (Attach signed in-house estimate and explain factors influencing any differences found.

_____ Comparison of proposed pricing with historical pricing from previous purchase of the same item, coupled with market data such as the Producers Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record.)

_____ Analysis of price components against current published standards, such as labor rates, dollars per pound, etc. to justify the price reasonableness of whole. (Attach analysis to support conclusion drawn.)

Prepared by:_____

Title:_____

PU-08-RC
EXHIBIT IV

Metra
The way to really fly
547 W Jackson Blvd Chicago Illinois 60661 (312) 322-6900 TTY#1-312-322-6777

Memorandum

DATE: December 17, 2012

TO: Paul Kisielius, Senior Division Director
General Administration

FROM: Lisa Murphy
Assistant Secretary to the Board

SUBJECT: **Consent Agenda – PROCUREMENT – December 14, 2012**

On Friday, December 14, 2012 the Metra Board of Directors approved the following consent agenda items for procurements of $100,000 or greater.

Procurements of $100,000 or greater:

2. Blanket Purchase Order for the Repair and Return of Petrolatum Filled Impedance Bonds
3. Blanket Purchase Order for Medium Grit, 50 lb. Bag, De-Icing Salt
4. Blanket Purchase Order for Data Center Servers and Storage Equipment
5. Blanket Purchase Order for Fence and Fence Material
6. Blanket Contract to Furnish and Install Metra Station Signs
7. Master Purchase Agreement for Walkover and Flip Seats for the Amerail Rehabilitation Project

Procurement - Professional Services

8. Professional Services Contract for Federal Transit Administration (FTA) Circular 4220.1F Procurement Assessment Consulting Services

Item 7 was pulled from the consent agenda to discuss separately.

Director Schaffer moved, and Director De Graff seconded the motion to approve Items 2, 3, 4, 5, 6 and 8 on the consent agenda for December. The motion carried with eleven ayes.

AYES: Directors Darley, DeGraff, Huggins, LaBelle, McCoy, Mulder, Partelow, Rakestraw, Schaffer, Widmer, and Chairman O'Halloran

Director Partelow asked a question regarding Item 7, Master Purchase Agreement for Walkover and Flip Seats. After some discussion, Director Partelow moved and Director Mulder seconded to approve Item 7. The motion carried with eleven ayes.

AYES: Directors Darley, DeGraff, Huggins, LaBelle, McCoy, Mulder, Partelow, Rakestraw, Schaffer, Widmer, and Chairman O'Halloran

CHECK LIST – RFP's

Applicable items should be entered in chronological order. Documents maintained in the file will be filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab column.

	RFP No. _____ Section A SOLICATION DOCUMENTS	
Tab No.	**Document(s)**	**Audited By**
1.	Purchase Requisition	
2.	Rationale for Method of Procurement:	
3.	Specifications/Statement of Work	
4.	Justification for Procurement	
5.	Term of Contract Does Not Exceed 5 Years.	
6.	Cost Estimate	
7.	Set Aside Decision/DBE Goal	
8.	Justification of Procurement Method	
9.	List of Prospective Proposers	
10.	Proof of Publication	
11.	Copy of RFP	
12.	Addenda	
13.	Pre-proposal Minutes & List of Attendees	
14.	Correspondence with Bidders	
15.	Interoffice Correspondence	
16.	Review of Responsiveness (On Bid Tabulation)	

Contract No.: _____

Contract Administrator: _____

Date: _____

CHECK LIST – RFP's

Applicable items should be entered in chronological order. Documents maintained in the file will be filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab column.

	RFP No. _____ Section B AWARD DOCUMENTS	
Tab No.	**Document(s)**	**Audited By**
1.	Copy of Each Proposal (In Storage)	
2.	Proposal Tabulation Sheet	
3.	Evaluation Team Certification Forms	
4.	Evaluation Sheet/Matrix	
5.	Determination of Competitive Range	
6.	Invitation of Oral Interviews/Presentations	
7.	Notice of Rejection	
8.	Minutes of Discussions	
9.	Correspondence with Proposers	
10.	Cost or Price Analysis	
11.	Justification for Contract Type	
12.	Negotiation Memorandum	
13.	Copy of Each Best and Final Offer (If Applicable)	
14.	Award Recommendation Memorandum	
15.	Board Consent	
16.	Legal Review of Contract Documents (Routing Slip)	
17.	Notice of Award	
18.	Notice to Unsuccessful Proposers	
19.	Procurement Summary	
20.	Bonds (If Applicable)	
21.	Certification of Insurance	
22.	Contract Document (Drawings not Required)	
23.	Notice to Proceed	
24.	Contract/Purchase Order	

Contract No.: _____

Contract Administrator: _____
Date: _____

CHECK LIST – RFP's

Applicable items should be entered in chronological order. Documents maintained in the file will be filed consecutively in each section with the highest number on top. When an item is not applicable, it will be designated with "NA" in the Tab column.

	RFP No. _____ Section C CONTRACT ADMINISTRATION DOCUMENTS	
Tab No.	**Document(s)**	**Audited By**
1.	Post Award Conference	
2.	Quality Assurance Records	
3.	Change Notices/Modification/Change Orders	
4.	Periodic Status Reports	
5.	Site Visit Reports	
6.	Termination/Stop Work Notices or Resolution Plan	
7.	Notice of Claims	
8.	Release of Claims/Bonds	
9.	Assignments	
10.	Notice of Final Payment	
11.	Audit Reports	
12.	Liquidated Damages	
12.	Close out Documentation	

Contract No.: _____

Contract Administrator: _____

Date: _____

BLANKET PURCHASE ORDERS AND RELEASE NOTICES

I. PURPOSE

This procedure provides instructions for the utilization of the Blanket Purchase Order (BPO) and Release Notice (Releases) for IFB's or RFP's. Any reference to (proposal(s)" or "bid(s) include the other, unless otherwise noted.

II. POLICY

Blanket Purchase Orders and Releases will be utilized by Metra to the maximum practicable extent to promote increased financial savings and operating efficiency through standardized buying at set prices, especially for low unit cost items that are repeatedly ordered in small amounts. Requests for BPO's include estimates of quantity and cost for each year per line item. The historical usage of each line item, if available, should be used to help determine the required quantity. A summary of historical usage should accompany the request.

The Procurement or Professional Services/Contracts Division will make the final determination as to whether a BPO is the most feasible method of procurement. Only the Procurement Division or Professional Services/Contracts Division may issue a BPO.

The solicitation and contract documents should follow FTA Circular 4220.1F, as appropriate.

Based upon the dollar value, the appropriate solicitation process must be followed: i.e., Formal Quotations and Award (PU-05-RC) when the acquisition of goods or services will equal or exceed $10,000, or Informal Quotations and Award (PU-04-RC) for acquisitions under $10,000, or Direct Purchases (PU-13-RC), or Procurement Card Purchases (PU-21-RC) if purchase is less than $500.

For the acquisition of professional services, refer to the appropriate procedure; PU-06-RC, PU-07-RC, or PU-08-RC. An independent Cost Estimate will be submitted with the requisition before soliciting proposals in order to establish a base cost for budgetary purposes. Metra will also perform a Price/Cost Analysis of the offer accepted by Metra before entering into contract agreements with a Professional Services firm in order to measure the cost reasonableness of a proposal.

Releases against a specific BPO will be issued only by those personnel specifically authorized by the Requisitioner/User Department in concert with the Director, Procurement or Director, Professional Services/Contracts.

BLANKET PURCHASE ORDERS AND RELEASE NOTICES

II. POLICY (Continued)

If the procurement will be sole source, a written memorandum explaining the reasons why must be provided. The memorandum must be signed by the Department Head of Materials Management and where appropriate, the Executive Director per PU-02-RC. If the procurement is a sole source and is capital funded, a price/cost analysis will be performed. If capital funding is involved, approval of a sole source may be required.

Blanket Purchase Orders will be awarded to the lowest, most responsive, and responsible bidder. For BPO's, a history of procurement must be prepared and maintained on file.

Blanket Purchase Orders may be extended for half of the original term from the initial expiration date. In addition, an extension can only be granted if unexpended funds remain in the BPO and the expiration date has not passed.

III. DEFINITIONS

Blanket Purchase Order: See Glossary

Blue Folder: See Glossary

Budget Authority: See Glossary

Canvass: See Glossary

Cost Estimate: See Glossary

Price/Cost Analysis: See Glossary

Receiving Report: See Glossary

Release Notice: See Glossary

Releasing Employee: See Glossary

Requisition: See Glossary

Requisitioner/User Department: See Glossary

BLANKET PURCHASE ORDERS AND RELEASE NOTICES

Sole Source: See Glossary

IV. RESPONSIBILITIES

General Development Department: If Capital funds are involved, encumbers funds and forwards requisition to the Procurement Division or Professional Services/Contracts Division.

Procurement Division or Professional Services/Contracts Division: Confirms for each specific situation that a Blanket Purchase Order is the most economically feasible method of procurement available. Processes Purchase Requisition in accordance with Metra procurement policies. Advertises for the solicitation of bids per the appropriate procedure, Formal Quotations and Award (PU-05-RC) when the acquisition of materials and/or services will equal or exceed $10,000, or Informal Quotations and Award (PU-04-RC) for acquisitions under $10,000. Prepares the BPO and distributes copies as required. Verifies the existence of a list of authorizing names for a BPO and distributes with all copies of the BPO. The responsibilities of the Vendor are included in the solicitation and contract documents. Determines the method of obtaining quotations. Solicits quotations and selects the lowest responsive and responsible bidder. Where possible, solicits bids to secure a minimum of three qualified vendors. Receives and records all bids received. If capital funds are involved,
makes the award with concurrence from General Development Department. For items that are sole source, prepares memorandum justifying sole source procurence to Materials Management Department Head. Ensures that justification memorandum is signed by the Department Head of Materials Management, the Deputy Executive Director, and when appropriate, the Executive Director. Prepares blanket purchase order and distributes copies to Accounts Payable and, if capital funds are involved, to General Development. Advises the Risk Management Division of the purchase of real property, new equipment, construction activities, and other insurable items. Maintains contract files to show documentation for all contract phases and activities. Maintains the history of procurement.

Releasing Employee: Completes Release Notices by obtaining correct quantity, unit price, detailed description of items being purchased, and provides the vendor with a release number and assigns the proper accounting code. Obtains appropriate Director, Department Head, or delegated authority signature and inputs data into the on-line purchasing system or forwards to appropriate individual to have entered. (Refer to Materials Policy and Procedure for specific detail.) Resolves discrepancies identified by Accounts Payable.

BLANKET PURCHASE ORDERS AND RELEASE NOTICES

IV. RESPONSIBILITIES (Continued)

Materials Division: Resolves discrepancies identified by Accounts Payable.

Requisitioner/User Department: Completes Purchase Requisition form. Must include an estimated annual usage and a specific dollar amount, as well as a starting date. Establishes list of authorized releasers to be attached to the Purchase Requisition. Forwards Purchase Requisition to Budget Authority and Procurement or Professional Services Division for approval. Prepares memorandum justifying sole source procurement , signed by: the Director of the Requisitioning Department, Division, or Office; Senior Director; the Deputy Executive Director, as appropriate, the Executive Director. Prepares independent cost estimate as required. Ensures input of Release Notices into the on-line purchasing system, records Release Notices issued, and monitors current remaining balance of BPO. Resolves discrepancies identified by Accounts Payable.

Risk Management: Determines insurance requirements for BPO's.

Accounts Payable: If capital funds are involved, encumbers funds. Maintains file of BPO's and release notices. Processes invoices for payment upon receipt of correctly completed documents.

Budget Authority: Verifies availability of funds in the appropriate budget account. Resolves discrepancies identified by Accounts Payable. Approves Release Notices. Ensures that Release Notices are properly filled out and appropriate signatures are obtained.

Vendor: Sends the original invoice to Accounts Payable and writes the BPO number and Release number on the vendor invoice.

Designated Field Representative: Receives Release Notice from releasing employee and enters Release Notice into online purchasing system. Forwards to Accounts Payable.

BLANKET PURCHASE ORDERS AND RELEASE NOTICES

V. INSTRUCTIONS

A. Initiating a Blanket Purchase Order

Responsibility		Action
Requisitioner/User, Budget Authority and Procurement or Professional Services/ Contract Division	1.	In consultation with each other as necessary, evaluate the need for establishing a BPO. (See Exhibit I, Blanket Purchase Order Request Form.)
Requisitioner/User	2.	Submit Purchase Requisition RC73 (See Exhibit I in PU-02-RC, Requisition of Materials and Services), a record of historical usage, if applicable, and a list of names and signatures of Metra personnel authorized to sign Release Notices RC70028 (Exhibit II).
Budget Authority	3.	Receive Purchase Requisition for BPO and related documents. Sign, if approving. Return to Requisitioner/User.
General Development Department	4.	Receive Purchase Requisition and related documents for BPO. Sign, if approving for capital funded BPO. Return to Requisitioner/User.
Requisitioner/User	5.	Receive approved Purchase Requisition from the Budget Authority, Send, along with related documents, to Procurement or Professional Services/Contracts Division.

BLANKET PURCHASE ORDERS AND RELEASE NOTICES

V. INSTRUCTIONS (Continued)

A. Initiating a Blanket Purchase Order (cont'd)

Responsibility		Action
Procurement or Professional Services/ Contracts	6.	Receive Purchase Requisition for BPO with the appropriate attachments. Process the requisition using the appropriate procurement procedures (see PU-04-RC or PU-05-RC) for the issue of a BPO.
	7.	Distribute non-stock blanket releases to the Requisitioner/User.

B. Making Releases Against a BPO

Responsibility		Action
Requisitioner/User	1.	Determine if materials and/or services are available with a vendor who has a BPO contract with Metra and are specifically listed in the BPO. If not specifically listed, refer to the terms and conditions of the BPO.
	2.	If changes or additions to the set of authorized approvers occurs, notify the Procurement or Professional Services/Contracts Division of the name and the BPO number. (If change relates to a delegation of authority, see FI-02-RC.)

BLANKET PURCHASE ORDERS AND RELEASE NOTICES

V. INSTRUCTIONS (Continued)

B. Making Releases Against a BPO (cont'd)

Responsibility		Action
Releasing Employee	3.	Complete a Release Notice (RC70028), as shown in detailed instructions (See Exhibit III).
	4.	Forward to appropriate budget authority for approval.
Budget Authority	5.	Review all the information for completeness and correctness. Approve Release Notice. Forward to Releasing Employee.
Releasing Employee	6.	Receive Release Notice. Review all the information for completeness and correctness. Input into on-line purchasing system, or, if release originates at field site, give Release Notice to the designated field representative to enter.
	7.	If uncertain as to the price of an item, estimate the price and enter the estimate onto the Release Notice. Complete price information prior to sending copy of Release notice to Accounts Payable.
	8.	Send a copy of the Release Notice to the Vendor. Retain three (3) copies for Metra use.
Vendor	9.	Receive Release Notice from Requisitioner/User. Compare Release Notice with BPO. Check list of names and signatures authorized to sign Release Notices.

BLANKET PURCHASE ORDERS AND RELEASE NOTICES

V. INSTRUCTIONS (Continued)

B. Making Releases Against a BPO (cont'd)

Responsibility		Action
Designated Field Representative	10.	If appropriate for a field site, receive the Release Notice from the Releasing Employee and enter into the on-line purchasing system.
Accounts Payable	11.	Receive copy of Release Notice from the Releasing Employee.
	12.	If discrepancy exists (i.e., dollar limit or time period exceeded), notify the Requisitioner/ User, releasing employee, buyer, or Professional Services/Contracting Agent, whatever is appropriate.
Accounts Payable	13.	Receive information regarding resolved discrepancies. Process invoices for payment once discrepancies have been resolved.

BLANKET PURCHASE ORDER REQUEST (BPO) FORM

EXISTING/PREVIOUS BPO NUMBER _____

VENDOR _____

DOLLAR VALUE _____

DATE START ____/____/____

DATE EXPIRES ____/____/____

DOLLAR BALANCE AS OF ____/____/____ $ _____
(current date)

NEW BPO REQUEST

1) STARTING DATE NEEDED ____/____/____

2) TOTAL DOLLAR NEEDED ____/____/____

3) TIME SPAN: (1) ONE YEAR (2) TWO YEAR (circle one)

LOCATION, OR AREA TO BE SERVICES:

_____

_____

_____

_____

JUSTIFICATION FOR DOLLARS REQUESTED: (Include historical usage summary, if available)

_____

_____

_____

_____

	YEARLY QTY ESTIMATES ITEM	U/M	ITEM DESCRIPTION	DOLLAR AMOUNT
A)				
B)				
C)				
D)				
E)				
F)				
G)				
H)				

COMMENTS:

_____

_____

_____

_____

Metra
547 W. Jackson Blvd. Chicago, Illinois 60661 Telephone: 312-322-6900 TTY# 1-312-322-6774

Date:

SUBJECT: SIGNATURE AUTHORIZATION FOR BLANKET PURCHASE ORDER RELEASES

The following are authorized to sign Release Notices against the following Purchase Order (s):

BPO#	EXPIRATION	VENDOR

Authorized to Sign Release Notices:

Name	Signature
James W. Sanford	
Thomas W. Dorsey	
Janet T. Collins	

DISTRIBUTION

1- Each Vendor.
1- Each Authorized Releaser
1- Purchase Order File
1- Accounts Payable
1- Materials Management

Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.

RELEASE NOTICE

PAGE _____ OF _____

Northeast Illinois Regional Commuter Railroad Corporation
D/B/A Metra
547 W. Jackson Blvd.
Chicago, Illinois 60606

NOTICE TO VENDOR FOR PROMPT PAYMENT:
*send your invoice (in duplicate) to Metra, 547 W. Jackson Blvd., Attn: Accounts Payable, indicate Metra P.O. and Item # on the invoice, all shipping papers & each container. Inside delivery unless otherwise specified.

1. DATE __/__/__	2. BPO RELEASE #
3. DELIVERY REQUIRED BY __/__/__	4. BUYER
5. F O B	6. PAYMENT TERMS
7. SHIP TO:	

8. ITEM	9. ACCOUNTING/DISTRIBUTION CODE [ORGANIZATION] [ACCT. DISTRIB. CODE] [PROJECT #]	10. %	11. QTY. ORD.	12. U/M	13. DESCRIPTION	14. SHIP. LOC.	15. UNIT PRICE	16. EXTENSION
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		
	__-__-__-__-__			__		__		

BLANKET ORDER TERMS AND CONDITIONS APPLY

17. _____ METRA AUTHORIZED SIGNATURE _____ DATE

18. EST TOTAL

19. TOTAL

20. _____ REQUESTED BY _____ DATE

21. _____ DEPARTMENT

22. _____ DEPARTMENT MANAGER _____ DATE

RC 70028 (7-91)

Instructions for Completion of a Release Notice(RC70028)

Block 1: Enter current date.

Block 2: Enter BPO release number.

Block 3: Enter required delivery date.

Block 4: Leave blank.

Block 5: Enter shipping terms.

Block 6: Enter terms of payment.

Block 7: Enter shipping address.

Block 8: Enter item number from BPO.

Block 9: Enter Account Distribution Code.

Block 11: Enter the quantity to be ordered.

Block 12: Enter the correct unit of measurement for the order.

Block 13: Enter description from BPO indicating the Metra part number and part number or catalog number, if applicable.

Block 14: Enter shipping location.

Block 15: Enter unit price.

Block 16: Total all estimated dollar amounts in extension column and enter.

Block 17: Authorized Releaser signs and dates.

Block 18: Total estimated costs.

Block 19: Total actual cost at time of receipt.

Block 20: Requesting individual signs and dates.

Block 21: Requisitioning department's name is entered.

Block 22: Requisitioning Department Manager signs and dates.

CHANGE ORDERS

I. PURPOSE

This procedure contains policies and guidelines for altering: 1) the terms and/or conditions of a construction contract or professional services contract; 2) the dollar amount of an operations purchase order over $500.00, a professional services contract, and/or a construction contract; and 3) the dollar amount of a capital purchase order of any value.

II. POLICY

Federal assistance can not be used when a significant change in contract work (property or services) that causes a major deviation from the original purpose of the work or the intended method of achievement, or causes a revision of contract work so extensive, significant, or cumulative that, in effect, the contractor is required to perform very different work from that described in the original contract, is a cardinal change or sometimes referred to as "tag-ons."

Changes in the dollar value of a contract or purchase order will be made in accordance with instructions set forth in this procedure and will be authorized as outlined in FI-02-RC for the appropriate dollar amounts. All Change Order Requests and support information should be initiated by the appropriate Director and/or Department Head using the Purchase Order/Contract Modification Worksheet (Exhibit I).

The Change Order Request Form (Exhibit II) will be used for contract change orders only. For purchase orders, a Change Order must be submitted on a Purchase Requisition (RC 73) (See Exhibit I in PU-02-RC, Requisitioning of Materials and Services).

Undocumented and oral changes to contracts or purchase orders are prohibited. Change Orders must be issued prior to work being done or additional material purchased, except in instances where time delays in work activities appear unacceptable and/or will result in increased costs. In the instances when a Change Order cannot be processed before the additional work is started, a Purchase Order/Contract Modification (CM) will be issued. The use of a CM allows the expiration date of a contract or purchase order to be extended, and acknowledges the contractor's estimate of its price to perform the additional work, subject to written approval by Metra's Executive Director/CEO, without waiving any rights Metra may have in conjunction with processing the Change Order.

The Executive Director/CEO, or his designee, will notify the Board of Directors of approved Change Orders that increase the amount of the contract by $10,000.00 or greater at the regular board meeting following the final approval of the Change Order.

With respect to operating (as opposed to capital) purchase orders, over-shipments costing under $500.00 should be verified by the buyer and accepted/paid without the formal

Change Order process to minimize the time spent returning small over-shipments of material. However, if the over-shipment increases the total of the purchase order from under $10,000.00 to $10,000.00 or more, a Change Order is necessary. For capital purchase orders, a Change Order must be processed for any dollar amount. A Change Order that is not within the scope of the original contract is considered a cardinal change or a sole source procurement. If the modification is so substantive that it changes the complexion of the deal, it is out of scope. If the modification might have been fairly and reasonably within contemplation of the parties at the time the contract was signed it may be in scope. See the appropriate procedure to handle a sole source procurement:

PU-04-RC "Informal Quotations and Awards"
PU-05-RC "Formal Quotations and Awards"
PU-09-RC "Blanket Purchase Orders and Releases"
PU-14-RC "Formal Solicitation Award for Construction Contracts"

III. DEFINITIONS

Amendment: See Glossary

Blue Folder: See Glossary

Change Order: See Glossary

Purchase Order Modification or Contract Modification: See Glossary

Requisition: See Glossary

Requisitioner/User: See Glossary

IV. RESPONSIBILITIES

Requisitioner/User
Initiates the change order process, if appropriate with, contract modification process using Purchase Order Contract Modification Worksheet (Exhibit I). Assures that the cost estimate and/or time extension for the Contract Modification is prepared, and that the price has been documented, negotiated, and agreed upon. Prepares a Change Order Authorization (Exhibit III), Change Order Request (Exhibit II), or Purchase Requisition (RC73); (see Exhibit I in PU-02-RC, Requisition of Materials and Services), and completes a Metra Procurement Summary (see Exhibit VI in PU-06-RC, Professional Services Contracts) and recommendation memorandum (see Exhibit IV) to the Executive Director justifying the contract / purchase order changes.

General Development Department

Reviews, monitors, and ensures that capital funds are available and that funding agency requirements are met for all Change Order requests. Obtains FTA/IDOT concurrences.

IV. RESPONSIBILITIES (Continued)

Procurement or Professional Services / Contracts Division
Reviews all contract Change Orders to insure accuracy, propriety, sole source determination or not and reasonableness of costs, and then processes the Change Orders for approval and determination of whether legal counsel is required. If determined as a sole source processes the Change Order as if a sole source procurement. Facilitates any necessary negotiations and prepares a price/cost analysis to support any dollar amount change, if applicable. Obtains required approvals as specified in this procedure. Prepares the Change Order Request for Blue Folder circulation to the key Metra staff members assuring that the resulting Change Order is correct and proper before issuance and distribution.

Office of General Counsel
Reviews the relevant documents in the Blue Folder for legal compliance. Advises Procurement or Professional Services / Contracts accordingly.

Risk Management
Assures that the proper insurance requirements are in place with the contractor, consultant, and / or vendor.

Accounts Payable
Encumbers / obligates the amount of the Change Order when it is received from General Development.

V. INSTRUCTIONS

A. CONTRACT MODIFICATIONS

Responsibility		Action
Requisitioner/User	1.	Determine the need for a Purchase Order/Contract Modification (CM).

CHANGE ORDERS

Responsibility	Action
	2. Prepare the CM. a) Prepare independent estimate of the cost, if any. b) Obtain the contractor's estimate of the cost, if any, for change in time or work. c) Obtain appropriate signatures for the CM. d) If CM is for a time extension, forward CM to General Development Department. e) Forward CM and related documents to Materials Management Department.

Responsibility	Action
	3. If the project's cost will be revised and the Procurement or Professional Services & Contracts Division have reviewed and completed the price/cost analysis for a specific CM, distribute the modification worksheet to the contractor / vendor, field office, Accounts Payable, Procurement or Professional Services / Contracts, with any supporting documentation necessary, and distribute it to General Development Department when the project or material is funded with Capital Funds. No action is necessary by Procurement or Professional Services / Contracts for distribution if there is an immediate work authorization or only the term of the contract is being revised.
Procurement or Professional Services / Contracts	4. Maintain a file copy of the Purchase Order / Contract Modification Worksheets until an associated Change Order has been processed.

5. For revisions within the scope that will increase the value of a contract / purchase order, perform a cost/price analysis.

Note: For immediate work authorization and/or a change to the term of the contract, all procedures above will apply except that backup support documents may not be applicable.

V. INSTRUCTIONS (Continued)

B. CONTRACT CHANGE ORDERS

Responsibility	Action
Requisitioner/User	1. After completing the process set forth in Section V, Part A of PU-10-RC, if applicable, determine the need to initiate the Change Order Request. Obtain the contractor's signature on the Change Order Request (Exhibit II).
	2. Receive the signed Change Order Request for a construction or A & E contract and prepare a summary of Metra Procurement (see Exhibit VI in PU-06-RC, Professional Services Contracts) justifying the changes to the contract.
	3. Forward the Change Order to Procurement or Professional Services / Contracts with the following documents: - Change Order Authorization (Exhibit III). - Procurement Summary (Exhibit VI). - Memorandum detailing the conditions and need for the Change Order from the Requisitioner/User addressed to the Executive Director (Exhibit IV).
Procurement or Professional Services / Contracts	4. Prepare all appropriate documents for Blue Folder circulation.

CHANGE ORDERS

Responsibility		Action
	5.	As applicable, receive and review the Change Order Request, Procurement Summary, Change Order Authorization, and associated documentation. Check if Purchase Order / Contract Modification is already on file with appropriate detailed information. Perform and / or coordinate completion of a price/cost analysis. Once all documentation is in the Blue Folder, internally route as set forth on the Routing Slip (see Exhibit VII in PU-06-RC, Professional Services Contracts).

Responsibility		Action
	6.	Review the integrity of the Blue Folder. Forward to DBE Administration.
DBE Administration	7.	Review to ensure all DBE requirements have been met. If capital funds are used, forward to General Development. If capital funds are not used, forward to Accounts Payable.
General Development	8.	Receive and review all appropriate documents in the Blue Folder. Forward any appropriate documentation to the FTA and / or IDOT for concurrences, if required. If changes are required, route the Blue Folder back to the Procurement or Professional Services / Contracts Division for corrections. When concurrences are received from FTA and / or IDOT, forward the Blue Folder to Accounts Payable.
Buyer	9.	If Buyer needs any additional review of the Blue Folder, perform the appropriate task(s). Then forward to Accounts Payable.
Accounts Payable	10.	Review the Blue Folder, and encumber funds. Forward to Senior Director, Corporate Administration or Risk Management, as appropriate.
Senior Division Director General Administration	11.	Review any Corporate Administration Change Orders over $10,000. Forward to Risk Management.

CHANGE ORDERS

Responsibility		Action
Risk Management	12.	Assure that the proper insurance requirements are in place with the contractor, consultant, and / or vendor. Forward to Law Department.

Responsibility		Action
Law Department	13.	Review all relevant documentation for legal compliance. Return to Procurement or Professional Services/Contracts.
Deputy Executive Director or Chief Operating Officer	14.	Review and concur on all Change Orders, and present them, when applicable per FI-02-RC, to the Executive Director/CEO.
Executive Director/CEO	15.	Review and execute Change Orders presented by the Deputy Executive Director.
Procurement or Professional Services / Contracts	16.	Process executed Change Orders.

C. PURCHASE ORDER CHANGE ORDERS

Responsibility		Action
Requisitioner/User	1.	After completing the process set forth in Section V, Part A of this procedure, if applicable, determine the need for a change to a Purchase Order and initiate a requisition for the change to the dollar amount or the change to the quantity of the material or services ordered, mark the Change Order block on the Purchase Requisition (RC73) (See Exhibit I in PU-02-RC, Requisitioning of Materials and Services).
	2.	Forward the requisition, and when appropriate, the request for Change Order to Procurement or Professional Services / Contracts with the following documents: a) Change Order Authorization (Exhibit III), when

Responsibility		Action
		appropriate. f) Procurement Summary (See Exhibit VI in PU-06-RC, Professional Services Contracts) g) Memo detailing the conditions and need for the Change Order from the Requisitioner/User addressed to the Executive Director/CEO. (Exhibit IV)
Procurement or Professional Services / Contracts	3.	Prepare all appropriate documents for Blue Folder circulation.
	4.	As applicable, receive and review the requisition for the Change Order Request, Procurement Summary, Change Order Authorization, and associated documentation. If Purchase Order / Contract Modification is not already on file with appropriate detailed information, perform and/or coordinate cost/price analysis. Once all documentation is in the Blue Folder, internally route as set forth on the Routing Slip (see Exhibit VII in PU-06-RC, Professional Services Contracts).
	5.	Review the integrity of the Blue Folder. Forward to DBE Administration.
DBE Administration	6.	Review to ensure all DBE requirements have been met. If capital funds are used, forward to General Development. If capital funds are not used, forward to Accounts Payable.

Responsibility		Action
General Development Department	7.	Receive and review all appropriate documents in the Blue Folder. Forward any appropriate documentation

Responsibility		Action
		to the FTA and / or IDOT for concurrences, if required. If changes in the information in the Blue Folder are required, route the Blue Folder back to Procurement or Professional Services / Contracts for the corrections. When concurrences are received from FTA and / or IDOT, forward the Blue Folder to Accounts Payable.
Buyer	8.	Perform the appropriate task(s) if any additional review of the Blue Folder is required. Forwards to Accounts Payable.
Accounts Payable	9.	Review Blue Folder, and encumber funds. Forward to Senior Division Director, General Administration or Risk Management, as appropriate.
Sr. Division Director General Administration	10.	Review and concur on any corporate administration Change Orders & Amendments over $10,000. Forward to Risk Management.
Risk Management	11.	Assure that the proper insurance requirements are in place with the contractor, consultant, and / or vendor. Forward to the Law Department.
Law Department	12.	Review all relevant documentation for legal compliance. Return to Procurement or Professional Services/Contracts.
Deputy Executive Director or Chief Operating Officer	13.	Review and concur on all Change Orders and present them, where applicable per FI-02-RC, to the Executive Director/CEO.
Executive Director/CEO	14.	Review and execute all Change Orders presented by the Deputy Executive Director.
Procurement or Professional Services / Contracts	15.	Process executed Change Orders.

Purchase Order Contract/Modification Worksheet

Metra PURCHASE ORDER/CONTRACT MODIFICATION WORKSHEET Date ____ MF 3A

Vendor/Contractor/Consultant Information		P.O./Contract No.: 3
Vendor/Company:	1	
Contact Person:	2	Project Name/Project No.: 7
Street:	4	
City, State, Zip:	5	Modification Requested By: ____ Metra ____ Contractor ____ Consultant ____ Vendor 8
Telephone Number:	6	

General Description of Proposed Modification including new drawings and/or specifications if applicable. The term "Contract" includes purchase orders and contracts for the purposes of this modification.

9

Note: Attach sheet if more space is needed.

10 SCOPE OF CONTRACT

The proposed modification(s) to the purchase order/contract work is/are being considered by Metra. No modification(s) to the above-mentioned Contract is valid unless authorized by Metra in writing below. Unless otherwise indicated in the description of the proposed modification, accompanying drawings and specifications of work required shall conform to the Contract documents. Unless this is a change to a purchase order, the Contractor is required to submit within 7 calendar days from the date herein a proposal and detailed breakdown for this modification.

Prepared By: 11 _____ (Name/Title) _____ (Signature) _____ (Date)

Approved By: 12 _____ (Metra Name/Title) _____ (Signature) _____ (Date)

Price/Cost Analysis Completed By: 13 _____ (Metra Name/Title) _____ (Signature) _____ (Date)

Value: $ _____

14 IMMEDIATE WORK AUTHORIZATION

It is understood that this Work Authorization is issued by Metra to allow the Vendor/Contractor/Consultant to proceed with the work listed and not be interpreted as a final cost approval.

Approved By: 15 _____ (Printed Name and Title) _____ (Signature) _____ (Date)

16 TERM OF CONTRACT

A. The parties agree that the term of the Contract is extended from 17 _____ to _____ for administrative purposes only. This does not extend the date by which the work must be completed by the Contractor; the Period of Performance remains as stated in Article II, Section 2.B of the contract. In cases of Purchase Orders, this does not change the delivery date as described in the purchase order or contract. Metra reserves all rights to liquidated damages for Contractor's failure to complete the work by that date. Metra may waive this completion deadline pursuant to the terms of the Contract.

B. To the extent that a provision or provisions of the Contract are in conflict with a provision or provisions of this Contract Modification, the provision or provisions of this Contract Modification shall control.

C. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Contract. The remaining terms, covenant, provisions, and conditions of the Contract shall remain in full force and effect.

Approved By: 18 _____ (Vendor/Contractor/Consultant Name/Title) _____ (Signature) _____ (Date)

Approved By: 19 _____ (Metra Name/Title) _____ (Signature) _____ (Date)

Original: Vendor/Contractor/Consultant - Copies: Field Offices, User Department, Materials Management, Operations & Project Performance h:\data\docs\forms\pu-10-rc.doc [3/23/05]

Purchase Order/Contract Modification Worksheet
Instructions for completion for Modifications

BLOCK 1:	Enter Contractor's, / Consultant's, Vendor Name.
BLOCK 2:	Contact Person.
BLOCK 3:	Enter appropriate Purchase Order Number / Contract No.
BLOCK 3A:	Enter Modification Number
BLOCK 4: 5: 6:	Enter Address on Purchase Order or Contract with Phone Number
BLOCK 7:	Enter Project Number and Account Number from the Purchase order / Contract.
BLOCK 8:	Source of the modification or change to the purchase order / contract.
BLOCK 9:	Provide brief description of project / material modification.
BLOCK 10:	Indicate if there is a change to the scope of the contract / PO.
BLOCK 11:	The Manager / Director generating the scope / change.
BLOCK 12:	The Director / Department Head approving the scope / change.
BLOCK 13:	Price / Cost Analysis completed by Procurement and / or Professional Services & Contracts.
BLOCK 14:	Enter if work must continue without the formal approval of a change order.
BLOCK 15:	Representative name, title, signature and date approving the immediate work authorization.
BLOCK 16:	Check if the term of the Purchase Order / Contract will be extended.
BLOCK 17:	Indicate the time frame the Contract / Purchase Order is being extended too.
BLOCK 18:	Vendor / Contractor enters name, title, signature and date.
BLOCK 19:	User Department Head enters name, title, signature and date.

Change Order Request

TO CONSULTANT:	Date: 2	Change Order: 3A
	Contract No.: 3	Ordinance No.: 4
	PROJECT/ACCOUNT NUMBERS:	
	PROJECT DESCRIPTION:	

CONTRACT MODIFICATIONS AND JUSTIFICATIONS

7

APPLICATION OF FUNDS
If this agreement is for a period of longer than one year, it is subject to the appropriation of funds by Metra's Board of Directors for each year beyond the first year of this agreement.
Note: Change Order Request must be executed by Metra's Executive Director in order to be binding.

CONTRACT SUMMARY

THE ORIGINAL CONTRACT SUM WAS	$	8
NET CHANGE BY PREVIOUS CHANGE ORDERS	$	9
THE CONTRACT SUM PRIOR TO THIS CHANGE WAS	$	10
ACTUAL COST OF THIS CHANGE	$	11
THE NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER IS	$	12
THE CONTRACT TIME WILL BE Changed by _____ 13	$	
THE DATE OF COMPLETION AS OF THE DATE OF THIS CHANGE ORDER IS		14

CHANGE ORDER REQUEST & PROCESSING ONLY 1-7

1. CONSULTANT'S REPRESENTATIVE	NAME/TITLE 15	SIGNATURE	DATE
2. CONTRACTOR'S REPRESENTATIVE	NAME/TITLE *Not applicable* 16	SIGNATURE	DATE
3. METRA FIELD REPRESENTATIVE	NAME/TITLE 17	SIGNATURE	DATE
4. METRA USER DEPARTMENT	NAME/TITLE 18	SIGNATURE	DATE
5. OPERATIONS AND PROJECT PERFORM.	NAME/TITLE 19	SIGNATURE	DATE
6. FUNDS ENCUMBERED ACCOUNTS PAYABLE	NAME/TITLE 20	SIGNATURE	DATE
7. LAW	NAME/TITLE 21	SIGNATURE	DATE

CHANGE ORDER APPROVAL

8. AUTHORIZED METRA FINAL COST APPROVAL	NAME/TITLE Philip A. Pagano Executive Director	SIGNATURE 22	DATE

Distribution: Contractor Contracts Operations & Project Performance Using Department Accounts Payable

Purchase Order/Contract Modification Worksheet
Instructions for completion for Change Orders

BLOCK 1:	Enter Contractor's, / Consultant's name and address from P.O.
BLOCK 2:	Enter current date.
BLOCK 3:	Enter appropriate Purchase Order Number.
BLOCK 3A:	Enter Change Order Number.
BLOCK 4:	Enter Ordinance Number from Purchase Order, if applicable.
BLOCK 5:	Enter Project Number and Account Number from the Purchase Order. If the Contract has more than one Project/Account Number, specify the change for each on a percentage basis.
BLOCK 6:	Provide brief description of project.
BLOCK 7:	Describe change(s) desired and the reason(s) justifying the modifications. Provide estimated breakdown of material and labor costs, including the hours estimated for the work to be done. Attach supporting documentation.
BLOCK 8:	Enter original contract dollar figure.
BLOCK 9:	Enter Net Change of previous Change Order.
BLOCK-10:	Add Block 9 and block 10. Enter sum.
BLOCK 11:	Enter actual cost of this Change Order.
BLOCK 12:	Add Block 11 and Block 12. Enter sum.
BLOCK 13:	Circle appropriate bracketed work. Enter the number of days increased or decreased after the work, "by".
BLOCK 14:	Enter the new completion date including the effect of this Change Order.
BLOCK 15 or 16:	Consultant's or Contractor's Representative enters name, title, signature and date.
BLOCK 17:	Metra Field Representative enters name, title, signature and date.
BLOCK 18:	User Manager enters name, title, signature and date.
BLOCK 19:	Director, Operations and Project Performance enters name, title, signature and date.
BLOCK 20:	A/P Section enters name, title, signature and date.
BLOCK 21:	Office of General Counsel enter name, title, signature and date.
BLOCK 22:	Final Approval Authority enters name, title, signature and date.

METRA CHANGE ORDER AUTHORIZATION

P.O./CONTRACT NUMBER:

DESCRIPTION:

This Change Order Authorizes:

___ (a) An increase/decrease in the cost of the contract
(_____)
amount

____ (b) An increase/decrease in the time of completion by 30 days or more.
(_____)
days

____ (c) Cancels P.O./Contract in its entirety.

_____ (d) Change Vendor's Name

The _____ Department has determined that the circumstances said to necessitate the change in performance, which are:

_____

_____

_____

In addition, I have determined that the above circumstances:

(a) were not reasonably foreseeable at the time the contract was signed;

(b) were not within the contemplation of the contract as signed, and/or this amendment

(c) is in the best interest of Metra.

Therefore, this Change Order is authorized by law.

_____

P. Kisielius, Department Head, Materials Management

A copy of this authorization shall be preserved in a permanent contract file that is open to the public in accordance with P.A. 85-1295: Ill Rev. Stat. Ch. 38, par.33E-9.

Metra

Memorandum

TO: P. A. Pagano
Executive Director

DATE: April 3, 2002

FROM: R. Tidwell
Deputy Executive Director

SUBJECT: Contract No. K 08025
Daniel, Mann, Johnson & Mendenhall
Recommendation for Change Order No. 1
Final Design and Engineering for the Metra/Union Pacific West Line

Amount of Change Order: $522,513.70

Funding Source: FTA/IDOT

Change Order Background:

Attached for your approval is Change Order No. 1 to Daniel, Mann Johnson & Mendenhall for $522,513.70 and a three (3) month time extension. The new contract amount is $3,418,759.72 and an 18% increase over the original contract amount of $2,896,246.02. Change Order No. 1 is to provide for additional design services as detailed on attached Report #1 which is an integral part of this memorandum along with the Summary of Metra Procurement and Change Order Request form.

Daniel, Mann, Johnson & Mendenhall is currently performing the work and is most familiar with the requirements of the project and site characteristics of the area. Therefore, I recommend this change order be approved for Daniel, Mann, Johnson & Mandenhall.

WKT/JAW/eeg:pagano_308

DMJM
Metra /Union Pacific West Service Line expansion
Metra Project No. 2983
Contract No. K08025
Report #1

Original Contract	$	2,896,246.02
Prior Change Orders		0
Pending Change Order		$522,514
Change Order % Increase		18%
Contract Expiration		July 24,2002

Change Justification
U-Unknown Condition
E-Enhancement
D-Design Issue

Description	Change Justification	Amount
1) Additional Survey Elburn Metra originally intended to end the triple track east of Route 47. The Union Pacific's standards call for all new interlockings to be on 20' track centers which required additional survey 1/2 mile west of Route 47. In Progress	E	$15,155
2) La Fox Station Metra requested that a snow melting system be incorporated for the pedestrian tunnel/ramp at La Fox. In Progress	E	$35,801
Elburn Yard Electrical Distribution Preliminary Engineering showed the crew facility on the west side of Anderson Road during Final Engineering the alignment moved causing design changes for electrical distribution and lighting In Progress	E	$12,043
4) Additional Soil Borings Additional soil borings were required for the pedestrian tunnel at La Fox, Bunker Road and Mill Creek restoration site. In Progress	E	$21,346
5) Various Engineering Tasks Metra and Kane County had changes for the La Fox Site, culvert size, compensatory storage calculations, La Fox access road cost analysis, Prairie relocation, and water requirements for the Elburn Fire District. Value Engineering is included in this figure which was not in the original scope and additional coordination meetings not included. In Progress	E	$99,720
6) Elburn and La Fox The crew facility at Elburn is larger than identified in the Preliminary Engineering documents, due to the projected growth in train crews and maintenance personnel. The site at La Fox has undergone several design modifications, one being the parking lot elevation change due to Floodplain impact. In Progress	E	$53,62

7)	**Track work Design** Union Pacific Railroad specifications call for no switches in vertical curves this impacted the design and location of interlockings, signals, MOW tracks, and utility connections. In the yard the preliminary engineering identified the switches as number 9 turnouts which would not meet UP criteria and split point derails were not shown. In Progress	E	$101,948
8)	**Value Engineering** DMJM initially had HNTB as their VE consultant but Metra requested for Federal Guidelines an Engineering Firm that was not familiar with Metra's operations so an out of town firm LZA was contracted for an additional fee. In Progress	E	$15,358
9)	**Drainage and Environmental Additions** Due to the ongoing concerns over property and compensatory storage issues additional engineering dollars were spent investigating alternatives. In Progress	E	$61,052
10)	**Historical Barn Relocation** Due to the uncertain relocation site three alternate scenarios were developed for the barn relocation site. In Progress	E	$6,455
11)	**PropertySurveys** To help expedite property acquisition Metra requested that DMJM perform surveys for all the property purchases, this was not in the original scope. In Progress	E	$100,01
	Totals		$522,51

Concurrence:

3/28/02
W.K. Tupper

4/2/02
V.L. Stoner

4/2/02
R. Tidwell

BID PROTEST

I. PURPOSE

Under certain limited circumstances, an interested party may protest the award or the proposed award of a purchase order/contract to Metra or to the Federal Transit Administration (FTA). The purpose of this document is to establish procedures for processing all such protests. This procedure permits review by Metra, provided that the protest is filed within the time limits specified herein, and outlines the action to be taken when a protest is made to the FTA.

II. POLICY

Metra's review of any protest will be limited to violations of federal or state law or regulations (e.g., a violation of the federal prohibition against unduly exclusionary and restrictive specifications, or a violation of the Buy America requirements), or non-compliance by Metra of its procurement or sale procedures.

If a protest filed within the specified time limit by an Interested Party is found to be incomplete or to lack required information spelled out in this procedure, Metra will notify the protestor, in writing, to submit the information required for consideration of the protest within a specified time period.

Protests and requests for reconsideration must be filed in writing within the specified time limits set forth in these procedures in order to be considered timely, unless the specifications in a particular procurement set forth a different period for filing a protest or request for reconsideration. The time period established for the filing of protests as set forth in all such specifications will be controlling and will take precedence over a time period established herein.

A protest or request for reconsideration may be considered, even if the initial filing is late, in the following circumstances:

(1) Metra determines there is good cause for the late filing based on a compelling reason beyond the protestor's control, or the lateness is due to the fault of Metra in the handling of the protest submission;

(2) Metra determines the protest raises issues significant to its procurement practice or procedure; or

(3) A court of competent jurisdiction or a funding agency requests, expects, or otherwise expresses interest in Metra's decision.

BID PROTEST

II. POLICY (Continued)

Material submitted by a protestor will not be withheld from any interested party outside the government, or from any government agency which may be involved in the protest, except to the extent that the withholding of information is permitted or required by law or regulation. Metra shall, upon request, make available to any interested party, information bearing on the substance of the protest that has been submitted by the protestor, interested parties, or Metra. No formal briefs or other technical forms of pleading or motion are required, but a protest and other submission should include the information requested in this procedure in a concise, logically arranged, and clear manner. If the protester believes that its proposal/bid and/or its protest documentation contains proprietary material which should be withheld, a statement advising of this fact may be affixed to the front page of the protest document, and the alleged proprietary information must also be so identified on each page or document wherever applicable.

When a protest has been timely filed before award of a purchase order/contract, Metra will not award a purchase order/contract prior to five days following the resolution of the protest unless Metra determines:

(1) The materials and/or services to be procured are urgently required; or

(2) Delivery or performance will be unduly delayed by failure to make the award promptly; or

(3) Failure to make prompt award will otherwise cause harm to Metra or the federal or state government.

In the event that Metra determines that the award is to be made during the pendency of a protest, the Senior Director, Materials Management shall notify and receive approval of the Deputy Executive Director prior to making such an award. Any decision to award the purchase order/contract during the pendency of a protest will take into account the rights of the FTA not to participate in the funding of such purchase orders/contracts.

Bid protests are initially decided by the Senior Division Director, General Administration. A reconsideration of such decisions may be requested by a protestor or Metra staff member involved in the protest. The Deputy Executive Director shall perform the reconsideration and make their determination, which shall be final and conclusive.

Metra may refuse to decide any protest or request for reconsideration where the matter involved is the subject of litigation before a court of competent jurisdiction, or has been decided on the merits by such a court. The foregoing shall not apply where the court or a fund agency requests, expects, or otherwise expresses interest in Metra's decision.

BID PROTEST

II. POLICY (Continued)

If Metra's decision is unfavorable to the protestor, the protestor may file a request for reconsideration with Metra's Deputy Executive Director. In addition, a protestor may file a protest with the U. S. Department of Transportation, Federal Transit Administration (FTA) pursuant to FTA guidelines if the procurement involved FTA funding and the protest is based on an alleged failure by Metra to have protest procedures or to follow them.

The failure of a protestor to comply with the time limits stated in this procedure may result in Metra's refusal to consider the protest, or the resolution of the protest without consideration of any request(s) or documentation untimely filed.

Metra shall notify any vendor that may receive or be denied an award of a contract based on the outcome of a pending protest. The solicitation documents shall contain a reference to these protest procedures, which are made available upon request.

Metra shall notify the FTA of a pending protest if Federal funds are allocated for the procurement.

III. DEFINITIONS

Bid: See Glossary

Bidder: See Glossary

Days: See Glossary

Interested Party: See Glossary

Lowest bidder: See Glossary

Procurement Regulations: See Glossary

Protestor: See Glossary

IV. RESPONSIBILITIES

Procurement or Professional Services/Contracts Division
Prepares complete report for Senior Director, Materials Management, detailing procurement or sale which is the subject of the protest and staff actions.

Materials Management Department
Prepares recommendation on protest.

General Counsel
Reviews recommendation and prepares legal opinion.

Senior Division Director, General Admininstration
Reviews recommendations, decides on protest, and notifies proper parties of decision. Approves the award of purchase orders/contracts when a protest is pending.

Deputy Executive Director
Reviews requests for reconsideration, if filed, and renders the final decision.

V. INSTRUCTIONS

A. FILING OF PROTEST WITH METRA

Responsibility		Action
Protestor	1.	File protest and requests for consideration with the Senior Director, Materials Management, Metra, *547* W. Jackson Blvd., Chicago, Illinois 60661, and include: a) A statement that clearly identifies that the document submitted constitutes a protest by an interested party; b) The name and address of the protestor; c) The grant and project number (if applicable) and the number of the bid; d) A statement of the grounds for protest and any supporting documentation. Each substantive issue must be described in detail. The protestor must submit any and all relevant documentation at this time. Additional materials in support of an initial protest will only be considered if filed within the time limits specified;

BID PROTEST

V. INSTRUCTIONS (Continued)

A. FILING OF PROTEST WITH METRA (cont'd)

Responsibility	Action
	2. If the protestor considers that the protest contains proprietary material which should be withheld, affix a statement advising of this fact to the front page of the protest document. Also, specifically identify the alleged proprietary information wherever it appears on each document or page.

VI. PROVISIONS

The requirement for timely filing of a protest with Metra will depend upon the type of protests involved. Metra will consider the following three (3) types of protests by interested parties.

A. TYPES OF PROTESTS AND TIMING

1. Protests Regarding Solicitation

   Any protest regarding the solicitation by Metra must be filed no later than five *(5)* days before the opening of bids or proposals. Metra will notify all prospective bidders of the pending protest. Any protest filed after that date which raises issues regarding the solicitation will not be considered by Metra.

   This type of protest would include any claim that the bid solicitation contained exclusionary or discriminatory specifications, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or a claim that Metra failed to follow its procurement regulations in the solicitation of bids or proposals.

2. Protests Regarding Bid Evaluation

   Any bid protest regarding the evaluation of bids by Metra must be filed with Metra no later than five *(5)* days after the opening of bids. Any protest filed after such date which raises issues regarding the bid evaluation will not be considered by Metra.

VI. PROVISIONS (Continued)

A. TYPES OF PROTESTS AND TIMING (cont'd)

This type of protest would include any challenge to determinations by Metra of the responsiveness of a bid or the responsibility of a bidder who is an Interested Party, or any claim that the evaluation of bids violated federal or state law or Metra's procurement regulations concerning competitive bidding.

3. Protests Regarding Award of Purchase Order/Contract

This type of protest would include any challenge to the award of a purchase order/contract or that the award would violate federal or state law or Metra's procurement regulations.

a. Protests filed before the award of the purchase order/contract.

1. Intent to award to the lowest bidder.
A protest of an impending award to the apparent lowest bidder must be in writing. Metra will notify all bidders, by fax or by written, mailed letter of the pending protest. Faxed notifications will be immediately confirmed by a mailed letter. If no protests are received by Metra five *(5)* days after the bid opening date, the purchase order/contract may be formally awarded. If a timely protest is received before award, Metra can award the purchase order/contract if any of the circumstances in Section VI-C apply.

2. Intent to award to bidder who is not the lowest bidder.
A protest of an impending award to an other-than-lowest-bidder must be in writing. Metra will notify all bidders, by fax or by written, mailed letter. Faxed notifications will be immediately confirmed by a mailed letter. If no protests are received by Metra five *(5)* days after the bid opening date, the purchase order/contract may be formally awarded. If a timely protest is received before award, Metra can award the purchase order/contract if any of the circumstances in Section VI-C apply.

VI. PROVISIONS (Continued)

A. TYPES OF PROTESTS AND TIMING (cont'd)

b. Protest after the award of a purchase order/contract.

Metra will publish a "Legal Notice" every week in a secular newspaper of general circulation describing all the purchase orders/contracts valued at $10,000 or more which Metra has awarded during the previous calendar week. The name of the newspaper will appear in the IFB or RFP. Each award will be identified by its respective IFB or RFP number as well as the name of the contractor/vendor to whom it was awarded. Any protest made after the award must be filed with Metra no later than five *(5)* days after the date the legal notice appears in the newspaper.

4. Request for Reconsideration

All requests for reconsideration of Metra's decision on protests shall be filed with the Senior Director, Materials Management, Metra, *547* W. Jackson Blvd., Chicago, Il. 60661, no later than five *(5)* days from the date of the initial protest is denied.

B. METRA'S RESPONSE

Metra will notify the protestor and all other interested parties upon timely receipt of a protest and may, where appropriate, request additional information from the protestor. Metra shall notify the FTA of a pending protest if federal funds are allocated for the procurement. Metra may, in its discretion, meet with the protestor to review the matters raised by the protest. After consideration of the substantive issues raised in the protest, Metra will typically respond within 60 days of the receipt of the protest. Metra's consideration of the particular types of protests will be in accordance with the following provisions:

1. Protests Regarding Solicitation

Upon receipt of a timely filed protest regarding the solicitation, Metra may postpone the opening of bids until resolution of the protest.

VI. PROVISIONS (Continued)

B. METRA'S RESPONSE (cont'd)

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

2. Protests Regarding Bid Evaluation

Upon receipt of a timely filed protest from an interested party regarding the evaluation of bids, Metra will suspend its evaluation of all bids submitted until resolution of the protest if Metra 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 Metra's compliance with federal or state law, or Metra's regulations concerning competitive bidding.

3. Protests Regarding Award

a. Protests Before Award
Upon receipt of a timely filed protest regarding the award of a purchase order/contract, Metra will not award the purchase order/contract for five *(5)* days after the resolution of the protest unless Metra determines that the award of a purchase order/contract must be executed pursuant to conditions described in Section VI-C.

b. Protests After Award
Upon receipt of a timely filed protest of a purchase order/contract previously awarded, Metra will investigate the complaint. Metra will not terminate the on-going purchase order/contract unless it can be proven to be awarded fraudulently or in violation of federal or state law or Metra's regulations concerning competitive bidding.

BID PROTEST

VI. PROVISIONS (Continued)

C. DECISIONS BY METRA

As indicated above, in most instances Metra will suspend the procurement process upon receipt of a bona fide bid protest. However, Metra reserves the right, notwithstanding the pendency of a protest, to proceed with the appropriate action in the procurement process of awarding the purchase order/contract if Metra deems, in its sole discretion, that to proceed would be in Metra's best interest. Such a decision may be made in cases, including but not limited to those in which:

1. The materials and/or services to be procured are urgently required; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make prompt award will otherwise cause harm to Metra or the federal or state government.

After review of a timely protest, Metra will issue a written decision on the basis of the information provided by the protestor (if applicable), the results of any meeting with the protestor, and Metra's own investigation. If the protest is upheld, Metra will take appropriate action to correct the procurement process and protect the rights of the protestor.

This may include re-solicitation of bids or proposals, revised evaluations, or at Metra's determination, termination of the purchase order/contract. If the protest is denied, Metra will lift any suspension imposed and proceed with the procurement process or the purchase order/contract.

Unless a protest is filed after the award, Metra will not award a contract / purchase order for five days following its decisions on a protest. Metra shall also confirm with the FTA that no appeal has been filed with the FTA on Metra's bid protest decision before awarding the purchase order/contract. If Metra decides to award the purchase order/contract during the five days following the decision, the FTA should be notified prior to the award of the purchase order/contract, if federal funding is allocated.

Metra will advise the protestor, if its protest is denied, of its right of appeal and the appropriate administrative or judicial authority vested with the power to hear it.

The availability of protest reviews by the Federal Transit Administration (FTA) is described in FTA Circular 4220.1F, under FTA's revised procurement guidelines the role of the Federal government in bid protest review is quite limited.

BID PROTEST

VI. PROVISIONS (Continued)

D. FTA PROTEST PROCEDURE

Under Circular 4220. 1F, FTA has substantially limited its review of protests recognizing that most protest issues are best resolved at the state and local level. FTA will now only accept protests alleging that:

1. Metra failed to have written protest procedures; or
2. Metra violated its own protest procedures.

If a protest is brought before FTA on either of these allegations, the only remedy recognized by FTA under Circular 4220. 1F is to require Metra to follow its own protest procedures. FTA does not have the right to change Metra's substantive decision by substituting FTA's judgment for that of Metra.

Based upon a protestor's presentation to Metra and a formal written process under Metra's protest procedures, interested parties who disagree with Metra's decision on a substantive matter will have a formal record with which to proceed to an appropriate state or local administrative or judicial authority.

Any protest to FTA must be filed in accordance with the requirements contained in FTA Circular 4220. 1F and may only be made by an interested party, which FTA has defined as "an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of the contract or by failure to award contract."

No protest may be filed with FTA later than five *(5)* days after a final decision under Metra's procedure. As used in the preceding sentence, "filed" refers to the date of receipt by FTA and "days" refers to working days of the federal government.

Any alleged violation of a specified federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with the applicable federal regulation instead of the requirements of FTA Circular 4220. 1F.

VII. ACTION BY METRA ON PROTESTS TO FTA

On receipt of a communication from the FTA that an appeal has been filed on its protest decision, Metra will promptly inform the contractor/vendor of the protest if an award has been made or, if no award has been made, inform all the interested parties. Also, all the interested parties will be advised to communicate further directly with the FTA.

BID PROTEST

VII. ACTION BY METRA ON PROTESTS TO FTA (Continued)

The Senior Director, Materials Management will ensure that the required information is furnished to the FTA within ten (10) days after receipt of notification, and that a copy is furnished to the protestor.

TERMINATION OR SUSPENSION OF PURCHASE ORDERS/CONTRACTS FOR MATERIALS AND/OR SERVICES

I. PURPOSE

This procedure provides policy and instructions that should be followed whenever termination of a purchase order(s)/contract(s) for materials or contract services entered into by Metra is considered or recommended.

II. POLICY

The authority to terminate a Metra purchase order/contract rests solely with the Executive Director or, in his absence, with the Deputy Executive Director, or the Executive Director's designee.

The responsible Metra employee may initiate the review process for recommendation of purchase order/contract termination. The Department Head of Materials Management must be notified immediately, in writing, through the budget authority.

No discussions or meetings will be held with the contractor/vendor regarding termination without the presence of the Materials Management Department or its designee.

The recommendation for purchase order/contract termination shall be made following the review of the facts and circumstances by the Materials Management Department in consultation with the department head of the user department.

DBE Administration will be advised immediately at the start of the review process by the Materials Management Department if the subject contract is with a DBE contractor/vendor, or if there is a DBE sub-contractor who will be affected by termination of the purchase order/contract. General Development will be advised immediately at the start of the review process by the Materials Management Department if the subject contract involves capital funds.

The notice of termination of purchase orders/contracts must be prepared in consultation with, and must be approved by, the Law Department to ensure compliance with all the contractual, and legal requirements.

Metra purchase orders/contracts allow three types of termination. They are:

(1) Termination for cause;
(2) Termination for lack of funding, e.g., either lack of funding or failure to appropriate funds; and

TERMINATION OR SUSPENSION OF PURCHASE ORDERS/CONTRACTS FOR MATERIALS AND/OR SERVICES

II. POLICY (continued)

(3) Termination without cause, or for convenience.

All Metra purchase orders/contracts provide for termination for cause, lack of funding, and without cause. Purchase orders/contracts grant the contractor/vendor a reasonable time (not to exceed seven calendar days from the date of written notification) to cure a breach.

Metra may allow additional time for a contractor/vendor to cure a breach, or may suspend a contract (see section on Suspensions below) until such time as the contractor/vendor complies with the terms and conditions of the purchase order/contract.

Any Metra purchase order/contract may be suspended at any time if Metra determines that the contractor/vendor has failed to comply with all the terms and conditions of the purchase order/contract or it is otherwise in the best interest of Metra.

Any termination for cause or Suspension may be canceled, delayed, or modified for the convenience of Metra.

Any Metra purchase order/contract may be suspended at any time if Metra determines that the contractor/vendor has failed to comply with all the terms and conditions of the purchase order/contract or it is otherwise in the best interest of Metra.

III. DEFINITIONS

Breach of Contract: See Glossary

Termination for cause: See Glossary

Termination without cause, or for convenience: See Glossary

Suspension: See Glossary

IV. RESPONSIBILITIES

Materials Management Department
Verifies the need for termination or suspension. Consults with General Counsel to obtain concurrence with decision to begin termination process. Advises General Development and/or DBE Administration, as appropriate, of decision to proceed with termination or suspension. Drafts letter to notify contractor/vendor of pending decision to terminate or suspend purchase order/contract. Verifies contractor's / vendor's cure of breach of purchase order/contract. Notifies appropriate departments of cure of breach or decision to proceed with termination or suspension. Maintains a copy of all letters and other pertinent documents.

General Counsel
Ensures that the process of termination, including any withholding of payments, complies with all legal requirements and is in accordance with the purchase order/contract.

General Development
Ensures that all the statutory and other rules and regulations applicable to capital funded purchase orders/contracts are complied with in the process of termination or suspension.

DBE Administration
Ensures that all the statutory and other rules and regulations applicable to DBE purchase orders/contracts are complied with in the process of termination.

Requisitioner/User
Identifies the specification or terms and conditions of purchase order/contract breached by the contractor/vendor, or need to terminate for convenience (or best interests) of Metra or lack of funding. Advises Materials Management Department when a need to suspend the purchase order/contract arises.

Accounts Payable
Consults with Law Department to determine if any further payments should be made, and if payments are to be made, arranges for final payment of the amount due as per purchase order/contract.

TERMINATION OR SUSPENSION OF PURCHASE ORDERS/CONTRACTS FOR MATERIALS AND/OR SERVICES

V. INSTRUCTIONS

A. Terminations

Responsibility	Action
Requisitioner/User or responsible Metra employee	1. Identify the specification, terms, or conditions of purchase order/contract breached by the contractor/vendor, or the need to terminate for convenience (or best interests) of Metra, or the lack of funding.
	2. Immediately inform the Materials Management Department of need to terminate the purchase order/contract.
Materials Management Department	3. Verify that there is need for termination.
	4. Consult with General Counsel and obtain concurrence with decision to begin termination process.
	5. If the contractor/vendor is a DBE or a DBE subcontractor will be affected by the termination of the contract, advise DBE Administration that it has been decided to begin the termination process.
	6. If the purchase order/contract is capital funded, advise General Development that it has been decided to begin the termination process.
	7. If applicable, request General Development and/or DBE Administration to furnish comments with a copy to the General Counsel.

TERMINATION OR SUSPENSION OF PURCHASE ORDERS/CONTRACTS FOR MATERIALS AND/OR SERVICES

V. INSTRUCTIONS (Continued)

A. Terminations (cont'd)

Responsibility	Action
	8. Draft letter to contractor/vendor to inform them regarding the circumstances regarding a breach of purchase order/contract, or the reasons necessitating termination as per the purchase order/contract.
	9. Send the draft to the General Counsel for review and concurrence. If appropriate, after receiving the General Counsel's concurrence, transmit the file to Deputy Executive Director for review and concurrence.
	10. Obtain the concurrence of the Deputy Executive Director.
	11. Notify the contractor/vendor by certified letter (return receipt requested) of Metra's intent to terminate the purchase order/contract for cause, if the contractor/vendor fails to cure the breach. The letter should state: (1) the supporting basis for the determination of breach of contract in detail, (2) the time periods which the contractor/vendor has to cure the breach, (3) that any additional expenditure incurred by Metra to obtain the materials or services left unfinished by the contractor/vendor will be charged to the contractor/vendor, the (4) that payments due from Metra under the purchase order/contract may be withheld to offset damages to Metra resulting from the breach. Notify the contractor/vendor by certified letter (return receipt requested). If Metra's intent is to terminate for convenience or lack of funding, the letter should provide further instruction on how to wind down the purchase order/contract.

TERMINATION OR SUSPENSION OF PURCHASE ORDERS/CONTRACTS FOR MATERIALS AND/OR SERVICES

Responsibility	Action
	12. Maintain a copy of all letters and other pertinent documents.
	13. For purchase orders/contracts that might be terminated for cause, if the contractor/vendor responds within the required time, determine either to proceed with termination, or that there is justifications for granting additional time, or that the breach has been cured.
	14. If the contractor/vendor does not respond within 7 calendar days or other specified period, or does not otherwise cure the breach, proceed to step 16.
	15. If the contractor/vendor is granted additional time, at the end of allotted time period repeat step 14. If at the end of allotted time period, the breach has not been cured, proceed to step 16.
	16. Proceed with termination. Draft the notice of termination of purchase order/contract. Advise General Development and/or DBE Administration in appropriate cases to furnish their comments with a copy to the General Counsel.
General Development	17. Ensure that all the statutory and other rules and regulations applicable to capital funded purchase orders/contracts are complied with in the process of termination.

TERMINATION OR SUSPENSION OF PURCHASE ORDERS/CONTRACTS FOR MATERIALS AND/OR SERVICES

Responsibility	Action
DBE Administration	18. Ensure that all the statutory and other rules and regulations applicable to DBE purchase orders/contracts are complied with in the process of termination.
Materials Management Department	19. Send the draft to General Counsel for concurrence.
Law Department (General Counsel)	20. Ensure that the process of termination, including any withholding of payments, complies with all contractual and legal requirements and is in accordance with the purchase order/contract.
Materials Management Department	21. Initiate purchase order/contract termination through the Blue Folder process (see PU-05-RC). If necessary, initiate emergency requisitioning procedures per PU-O2-RC.
	22. After approval for termination of the purchase order/contract as outlined in step 21 above, advise the contractor/vendor by certified letter (return receipt requested) of the termination.
Accounts Payable/ Materials Management Department/ Law Department	23. Determine whether any future payments should be withheld to offset anticipated damages to Metra.
Materials Management Department	24. Send a copy of termination to Accounts Payable. Send a copy to General Development and/or DBE Administration.

TERMINATION OR SUSPENSION OF PURCHASE ORDERS/CONTRACTS FOR MATERIALS AND/OR SERVICES

Responsibility	Action
Accounts Payable	25. Consult with Law Department to determine if any further payments should be made, and if payments are to be made, arrange for final payment of the amount due as per purchase order/contract.
Materials Management Department	26. Maintain a copy of one set of letters and documents with the purchase order and another set in the vendor=s file of the Materials Management Department.

B. Suspensions

Responsibility	Action
Head of Requisitioning Department	1. Advise Materials Management Department when a need to suspend the purchase order/contract arises.
Materials Management Department	2. Consult with General Counsel and obtain concurrence with decision to begin suspension process.
	3. If the contractor/vendor is a DBE or a DBE subcontractor will be affected by the suspension of the purchase order/contract, advise DBE Administration that there is need to suspend the purchase order/contract.
	4. If the purchase order/contract is capital funded, advise Assistant Department Head, General Development that there is need to suspend the purchase order/contract.
	5. If applicable, request Assistant Department Head, General Development and/or DBE Administration to furnish their comments on the proposed suspension of the purchase order/contract, with a copy to General Counsel.

TERMINATION OR SUSPENSION OF PURCHASE ORDERS/CONTRACTS FOR MATERIALS AND/OR SERVICES

V. INSTRUCTIONS (Continued)

B. Suspensions (cont'd)

Responsibility	Action
	6. Draft letter to contractor/vendor to inform them of the circumstances necessitating suspension as per the purchase order/contract.
	7. Send the draft to General Counsel for review and concurrence. If appropriate, after General Counsel's concurrence, transmit the file to the Deputy Executive Director for his review and concurrence.
	8. Obtain the concurrence of the Deputy Executive Director, if appropriate.
	9. Notify the contractor/vendor by certified letter (return receipt requested) of the intent to suspend the purchase order/contract after obtaining necessary approvals. The letter should contain, where appropriate: (1) a description of the basis for suspension, (2) what corrective actions may be taken, (3) a deadline for response, and (4) a prohibition of the contractor/vendor from incurring further obligations.
	10. Maintain a copy of all letters and other pertinent documents.
	11. Act on the response of the contractor/vendor to lift the suspension, if applicable, or suspend the purchase order/contract pursuant to the terms of the purchase order/contract. If terminating the purchase order/contract, proceed to Section A, Terminations, Step 21.

DIRECT PURCHASES

I. PURPOSE

This procedure provides policies and instructions for direct purchases of non-inventory materials and services of less than $500.00.

II. POLICY

This method of procurement will be utilized for obtaining materials and services of less than $500.00 per transaction, except for items covered by Blanket Purchase Orders and Release Notices (PU-09-RC)} or Metra Procurement Card, Procurement Card Purchases for Materials and Services (PU-21-RC)}.

Proper completion of the section marked "Receiving" on the Phone Bid Solicitation form (RC300, Exhibit I), is sufficient for receipt of materials or services.

Multiple Direct Purchases must not be made with the intent to avoid the Informal Quotation and Award (PU-04-RC) procedure.

All office supplies, office equipment, printing, and furniture should be requested through Administrative Services.

A minimum of three bids should be obtained and recorded on the Phone Bid Solicitation form (RC300, Exhibit I). If less than three bids are not obtained, an explanation must be provided on the form.

III. DEFINITIONS

Budget Authority: See glossary

Requisitioner/User: See glossary

IV. RESPONSIBILITIES

Requisitioner/User

Obtain appropriate Budget Authority approval for purchase. Secure three or more bids from vendors and record on the Phone Bid Solicitation form (RC300). Select the lowest responsive bidder. Instruct vendor to send invoices directly to Accounts Payable. Prepare Check Request (see FI-03-RC).

DIRECT PURCHASES

Responsibility		Action
	5.	Complete all documentation. a) If Requisitioner/User manager has budget authority, go to Step 7. b) If Requisitioner/User manager lacks budget authority, forward to Budget Authority.
Budget Authority	6.	Receive and review documentation. Complete form(s) and provide signature, if approving, and send one copy of document to Accounts Payable and one to Requisitioner/User to place order.
Requisitioner/User	7.	Review documentation. a) If payment on order is required, forward copy of Phone Bid Solicitation form, with Check Request form, to Accounts Payable. b) If payment upon receipt of invoice is sufficient, place order. Go to Step 12.
Accounts Payable	8.	Receive documentation and review. Process Check Request for the approval of the Controller.
Controller	9.	Approve Check Request.
Accounts Payable	10.	Prepare check and forward check and documentation to Treasury and Finance Department for approval.

DIRECT PURCHASES

Responsibility		Action
Treasury and Finance Department	11.	Review documentation, sign check, and mail or return check to Requisitioner/User, if requested.
Requisitioner/User	12.	Obtain goods or services. Inspect goods and receive goods or services. Sign acknowledging receipt on Phone Bid Solicitation form.
	13.	Retain one copy of Phone Bid Solicitation form (Exhibit I) for files. Forward original to Accounts Payable and a copy to the Budget Authority, if appropriate.

Phone Bid Solicitation

PHONE BID SOLICITATION

1 EMPLOYEE	2 EXTENSION	3 DEPARTMENT	4 DATE
5 DESCRIPTION OF ITEM		6 QUANTITY	7 ACCOUNT CODE

8 VENDOR, CONTACT, & PHONE	9 SELECTED VENDOR	10 DATE CALLED	11 COST	12 PROMISED DELIVERY DATE	13 RECEIVING INITIALS/DATE

14 SHIP TO:

☐ 547 W. JACKSON ☐ OTHER _____ ☐ PICK-UP

15 IF LESS THAN THREE SOURCES, PLEASE EXPLAIN:

16		17	
_____ MANAGER	_____ DATE	_____ BUDGET AUTHORITY	_____ DATE

RC 300

RTD

CHECK REQUEST

27642

Date: _____ 20___

Amount: $ _____

Check Payable To: _____

Address: _____

City & State: _____

Zip: _____

ACCOUNTING ONLY

ACCOUNTING DISTRIBUTION

	EXPLANATION / DESCRIPTION	ORG. CODE OR GRANT PROJECT 6	FUNCTION 4	SOURCE 4	PROJECT	AMOUNT
1.						$
2.						$
3.						$
4.						$
5.						$
6.						$
7.						$
8.						$
9.						$
10.						$

☐ Vendor Requires Payment In Advance

_____ _____

ORIGINATOR *DATE SIGNED*

_____ _____

DEPARTMENT MANAGER *DATE SIGNED*

SEND ORIGINAL TO FINANCE. RETAIN COPY FOR THE DEPARTMENT FILE.

RC 51035

PU-13-RC
EXHIBIT II
Page 1 of 1

FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

I. PURPOSE

This procedure provides instructions for the solicitation of bids for construction contracts where the estimated cost is $10,000.00 or more.

II. POLICY

Metra will have and use an up-to-date list of firms registered in Metra's vendor database to use in the solicitation of construction contracts.

This procedure will be used when the acquisition of construction contracts will equal or exceed $10,000.00, unless specifically exempted.

Any construction acquisitions under $10,000.00 may be made utilizing Informal Quotations and Award (PU-04-RC), or if less than $500, Direct Purchases, (PU-13-RC).

If capital funding is involved, Circular 4220.1F applies to each FTA recipient of Federal assistance when it uses FTA assistance for third party contracts. FTA/IDOT approval of a sole source may be required. The solicitation documents must also include as an Exhibit the Federal Transit Administration required contract clauses. Metra requires that all third party contracts include provisions adequate to form a sound and complete agreement.

FTA funded third party contracts exceeding $100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third party contractor. Termination for cause and termination for convenience provisions must be included in contracts exceeding $10,000. If there is a liquidated damages provision in a proposed contract, any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise. When progress payments are utilized the solicitation documents must indicate that Metra will receive title to property (materials, work in progress, and finished goods). Advance Payments are prohibited to a third party contractor before the contractor has incurred the cost for which the payments would be attributable. However, the FTA does occasionally make exceptions to the prohibitions if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence.

Options may be included in a contract, provided however that Metra shall not enter into any contract for rolling stock or replacement parts with a period of performance exceeding five (5) years inclusive of options.

FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

The bid solicitation process will contain procedures for including Disadvantaged Business Enterprises on bidders' lists for the project to be procured, where appropriate.

Whenever possible and practical, Metra will endeavor to secure three or more bids (quotations) in the open market. Upon receiving a single bid in response to a solicitation, it should be determined if competition was adequate. This should include a review of the specifications for undue restrictiveness and will include a canvas of potential sources that chose not to submit a bid. A determination is to be made to either re-solicit or continue with the award based upon the information obtained in the review. The canvas conducted by Materials Management is to be maintained in the contract file. If the solicitation specified a vendor as a sole source, a written memorandum explaining the reasons for the restriction must be provided. The memorandum must be signed by the manager of the Requisitioning Department, Division, or Office, the Senior Director or Deputy Executive Director, as appropriate, and the Executive Director.

A sole source must be the only available contractor that can provide the goods or services.

For contracts that include capital funds, a price/cost analysis and a history of procurement must be prepared and maintained on file. To determine price reasonableness through the price/cost analysis, if the independent cost estimate is significantly different (20 % or greater) than the price received, an explanation as to the significant difference should accompany the determination whether the price/cost is fair and reasonable. The review should also be done if award is subsequently made to another vendor due to a breach of contract that has occurred within the period where original bid submittals are still good. The Contract and Compliance Analyst will do a review of the bid if a variance of 20 percent or greater exists to determine why the ICE was off and will assist staff in a review of price reasonableness.

Solicitation for bids from contractors will be made by media advertisements for Invitation for Bids. (See Exhibit II in PU-04-RC, Informal Quotations and Awards)

Only bids received by the announced due date and time will be considered.

Construction contracts will be awarded to the lowest, responsive and responsible bidder. Bonding is required for all construction contracts exceeding the simplified acquisition threshold unless the FTA determines that other arrangements adequately protect the Federal interest.

Metra does not utilize Design-Build type contracts.

FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

Labor Provisions Under the Davis Bacon and Related Acts

1. The policy and procedures on labor provisions are applicable to construction contracts funded with federal money and should be complied with by both Metra's prime contractors and their subcontractors.
2. Title 29 extends and ties the Davis-Bacon Act to certain other Acts, all referred to as Related Acts, which are those laws that authorize federal assistance for construction through grants, loans and guarantees. The Davis-Bacon and the Related Acts (DBRA) together regulate labor provisions relative to federally funded contracts.
3. There are 59 Related Acts in addition to the Davis-Bacon Act which regulate labor provisions in contracts. The related Acts relevant to Metra are The Copeland Anti-Kickback Act, The Contract Work Hours and Safety Standards Act of 1962, and the Urban Mass Transportation Act (UMTA) of 1964 which is administered by the FTA.
4. The Davis-Bacon Act covers construction contracts in excess of $2,000 and requires contractors to pay their laborers and mechanics not less than the prevailing wage rates and benefits as determined by the U.S. Department of Labor (DOL) from time to time.
5. The Copeland Anti-Kickback Act prohibits contractors from inducing an employee to give up any part of the compensation he/she is entitled to receive under a contract of employment. The Act, like the Davis-Bacon Act, requires contractors to submit a weekly statement of compliance (with the weekly payroll) that the required wages were paid to each employee performing DBRA work.
6. The Contract Work Hours and Safety Standards Act (CWHSSA) covers construction contracts in excess of $100,000 and requires that contractors pay overtime at time and a half for time worked in excess of forty hours per week to laborers and mechanics including watchmen and guards.
7. All correspondence with the DOL regarding labor provisions shall be through the Director in Metra's Office of DBE Administration.
8. All appeals by Contractors regarding decisions taken by Metra as a result of Audit findings and other related findings shall be addressed to the Executive Director.
9. All questions relating to the application and interpretation of the regulations should be referred to the Law department in consultation with the Audit department. Any question that cannot be answered in-house shall be referred to the DOL by the Metra Law department.
10. Agencies awarding contracts such as Metra have day to day enforcement responsibilities on construction contracts awarded. The responsibilities include site visits, conducting interviews, investigations and ensuring that contractors comply with the regulations and requirements. Metra's Office of DBE Administration is responsible for monitoring that Metra carries out its responsibilities under the DBRA.
11. By law, Metra cannot contract out its responsibility for the enforcement of the DBRA.
12. All decisions for contract terminations, withholding or suspension of payments, or delay of payments shall be approved in writing by the Executive Director, on the recommendation of Metra's General Counsel, in consultation with the Audit, DBE, Procurement, Engineering or other applicable user departments.

13. Metra Grants department will coordinate all reporting requirements to the FTA relative to the Davis-Bacon and Related Acts.
14. DBE is required to report any known or suspected Davis-Bacon and Related Acts non compliance to government authorities. Therefore, any known or suspected noncompliance should be reported to Metra's Audit department with copies to Procurement, Grants, Engineering or other applicable user departments and the General Counsel.
15. Questions relating to these procedures should be referred to Metra's Director of DBE.
16. The DOL is authorized to issue retroactive adjustments to correct errors noted in published wage rates and government agencies are required to respond by:

a. Terminating and re-soliciting contracts that were awarded based on the incorrect wage rates, or
b. Incorporating the revised wage rate retroactively to the beginning of construction by issuing a supplemental agreement through a change order to compensate the contractor for any increases in wages resulting from such change.

Therefore, Contracting Officers, DBE, Engineering and other User departments should seek clarifications when errors and issues are noted with prevailing wage rates. An example will be when a wage rate has been stagnant for more than one year.

RESPONSIBILITIES (Under the Davis-Bacon Requirements)

Contracting Officer – Procurement Department

Pre-Bid and Pre-Award

1. Obtain the Wage Determination (WD) for the laborers and mechanics to be used on the project from the Wage and Hour Division (WHD) of the Department of Labor website. The WD indicates the prevailing wage rates applicable to the different job classifications for the type of contract involved in the bid solicitation. The prevailing wage rate (basic rate and fringe benefit rate) will be the minimum wage rate payable to mechanics from the first day on which work is performed in each job classification.
2. Include the WD in the bid solicitation package (invitation for bid).
3. If no general WD is listed for the given area where the construction work is to take place or for the type of construction work or if the WD listed is more than one year old, consult with DOL for further processing/clarification of the WD.
4. At the Pre-Bid and Pre-Award meetings, explain the requirements of the Davis-Bacon and Related Acts, the importance of submitting certified weekly payroll and Metra's requirement for compliance to process or pay contractors' invoices. Also explain that any class of laborers or mechanics not listed in the WD which is to be employed under the contract must be classified in conformance with the WD in consultation with and with the approval of Metra's Procurement department. Notify contractor of changes and modifications to WDs at the pre-award meeting.

5. Before awarding a construction contract, review the list of entities debarred from or ineligible for federal awards, as published by the Comptroller General, and ensure that the RFP respondents are not listed.

Award

6. Include language in the contract that:
   a. Falsification of payroll certifications may subject the contractor or subcontractor to civil or criminal prosecution.
   b. Any class of laborers or mechanics not listed in the WD which is to be employed on the contract shall be made known to Metra and classified by the Contracting Officer in conformance with the WD.
   c. The contractor or subcontractor must make payroll records available for inspection and copying by the authorized representatives of Metra and the DOL and must permit the representatives to interview employees during working hours on the job.
   d. The Prime contractor must provide signed statements acknowledging that the required DBRA clauses are included in each subcontract awarded on the contract.
   e. Failure to include the required records upon request or to make such records available may be grounds for termination of contract or debarment.
   f. Prime contractors are responsible for compliance of subcontractors with the labor standards requirements in the contract and ultimately responsible for the payment of back wages due from their subcontractors.
   g. Violation of any labor standards requirements may result in contract termination or debarment.
   h. By entering into the contract, the contractor certifies that no person or firm who has an interest in the contractor's firm or who would be a subcontractor on the project is debarred from government contracts.
   i. The penalty for making false statements about eligibility for government contracts can be criminal prosecution.
7. Include all specified labor standards stated in the DBRA in the contract package. These clauses are enumerated in Metra's Exhibit J ("Federally Financed Construction Labor Regulations") and Exhibit E (Metra's "Labor Provisions for Construction") which should both be included in the Contract Package.
8. Obtain from the contractor a list of the labor classifications for each craft, including trainees and apprentices to be used on the project, and determine the prevailing wage for the classifications as listed in the WD.
9. At the contract award date ensure that the WD included in the solicitation is still applicable for all the labor classifications and include the WD in the contract package. If the period from bid solicitation to contract award date is over ninety (90) days, obtain the most current WD as of the award date and include in the contract. The WD included in the contract will be the applicable wage rate payable to mechanics over the life of the contract.
10. If the contractor's labor classifications are not in conformance with the DOL's Wage Determination, obtain from the contractor a request for authorization of additional classification

and wage rates filled out in a standard form SF 1444 (attached). The form will list the classes of laborers or mechanics to be employed that are not listed on the DOL's WD.

11. If a classification is not in conformance, and a) the classification is utilized in the area by the construction industry, and b) the proposed wage and fringe benefits bear a reasonable relationship to the rates in the WD, the Contracting Officer can approve the classification requested, in consultation with Metra Audit, after necessary information from the contractor and the mechanics has been obtained. The Contracting officer shall notify Metra's General Counsel of the action taken, who shall forward a report of the action to the Administrator of the Wage and Hour Division of the DOL for approval.
12. If the contractor, mechanics and the Contracting Officer in consultation with Metra's Audit department and DBE cannot agree on the proposed classification and wage rate, the Contracting Officer shall notify Metra's General Counsel who shall refer the issue and the views of all interested parties to the Administrator at the DOL for a determination.
13. If apprentices and trainees are to be employed on the contract, obtain copies of the individual employees' apprentice/training registration forms for the file, as well as copies of the approved apprenticeship/training program or plan.

Post Award

14. Obtain from the prime contractor a signed statement for each subcontract awarded on the contract acknowledging that the required DBRA clauses are in the subcontract.
15. Forward notice to DBE and the Audit departments indicating that Exhibits E and J and the WD are included in the contract package on file; or obtain a certification by the contractor on file indicating substantial dispute with respect to the required provisions in the Exhibits and the WD. No payment, advance, grant, loan or guarantee of funds shall be approved by Metra unless the clauses provided in the provisions in Exhibits E and J and the appropriate Wage Determinations are contained in the contracts.
16. Receive and file notices issued by the General Counsel in connection with labor standards under the DBRA. The contract files for the contractors should be kept up to date on a regular basis.
17. Immediately notify the General Counsel with copy to the DBE, Audit, Grants, Procurement and Engineering or other applicable user department if it becomes known that a prime contractor owing back wages may be filing bankruptcy.
18. Report any known or suspected Davis-Bacon and Related Acts noncompliance to Metra's Audit department with copies to the DBE, Grants, Engineering and other applicable user departments, and the General Counsel.

DBE Department

Responsible for regular compliance checks and reviews to assure compliance with the labor standards clauses and the Davis-Bacon and Related Acts with such frequency as may be necessary to assure compliance.

1. Obtain, review completeness, and file weekly certified payroll reports for each week in which any construction contract work is performed. Contractors may use DOL's optional form WH 347

(attached) to file the reports or may use other forms accompanied by a signed certification of compliance. For those who file the form WH 347 the certification on the reverse side of the form meets the statement of compliance requirement. The prime contractor is responsible for submitting the certified payrolls of all subcontractors on the project.

2. Compare payroll reports submitted with available information and data such as site inspection reports and wage determinations to ensure consistency.
3. Preserve payroll reports and statements of compliance submitted for 3 years from the date of completion of the contract.
4. Review the database of contractors and ensure that payroll reports are being received.
5. Contact contractors in default to ensure compliance, requesting payroll reports from the contractor, giving 20 days notice, if payroll has not been received. If a contractor does not submit payroll reports within the 20 days given, DBE will notify the Audit, Procurement, Grants, Engineering or other applicable user departments, and Metra's General Counsel who will in consultation with Audit decide on whether to take steps to audit or issue a notice of payment withholding under the Executive Director's signature, terminate the contract, or suspension of further payment or debarment action as determined necessary.
6. Visit construction site to:
   a. Verify the workforce and the scope and type of work performed.
   b. Verify the number and classifications of employees on site.
   c. Ensure that the Davis-Bacon poster (WH 1321) and the wage determinations and conformances are posted.
   d. Conduct employee interviews in strict confidence with different classes of workers employed to determine correctness of classifications, wage rates paid, fringe benefit payments, and hours worked. Verify against the payroll reports submitted and as posted at the work site. The identity of employees shall not be disclosed.
7. Document the findings and the outcomes of each site visit, including discrepancies in wage rates noted, if any. Document findings on employee interviews on standard form 1445 (attached).
8. Notify Audit and Grants of discrepancies in wage rates, inconsistencies, errors, omissions or any matter of concern noticed or complaints of violations at the job sites.
9. Review invoice notices received from Accounts Payable and approved by Engineering to ensure that certified payroll reports have been received in connection with the work billed. If payroll has been received, DBE shall sign the invoice and forward it to Accounts Payable for payment.
10. Request copies of cancelled checks used by contractor to make payments to employees for wages and fringe benefits under the agreed restitution plans.
11. Provide a written preliminary report of findings and proposed corrective actions to the contractor together with notice that the contractor has the right to request the basis for the findings and to submit written rebuttal information.
12. Upon request of the contractor, provide the contractor with the rationale for the findings. However, under no circumstances will the investigation report be given to the contractor.
13. Discuss violations and amounts due with the contractor or subcontractor and request restitution plans and assurances of future compliance. If the amount includes liquidated damages, the

request for restitution should state that the contractor has 60 days to ask for relief from the amount assessed.

14. Notify Procurement, Grants, Audit, and user departments with the results of restitution plans agreed with the contractor.
15. If there is no rebuttal submitted by the contractor within 60 days after the preliminary findings are issued, the preliminary findings will be considered final and DBE shall notify the contractor as such.
16. If the contractor submits a rebuttal within the 60 day grace period given, DBE will evaluate the information, make a determination in consultation with Audit and the General Counsel, and notify the contractor of the final determination.
17. Review cases of non-restitution or unrestrained or continuous violations with Audit, Procurement and the General Counsel, make recommendations and obtain the Executive Director's approval in writing for any decision to withhold or suspend payments. If the contractor fails to pay the required wages or refuses to comply with the labor standards provisions Metra shall suspend payments or advances to the contractor. The suspension will continue until such violations are discontinued or until sufficient funds are withheld to compensate employees for the wages due and to cover any liquidated damages due.
18. Receive, process and forward contractors' appeals against liquidated damages under the CWHSSA to the Executive Director for determination. The Executive Director has the authority to review the administrative determination of liquidated damages and issue a final order affirming the determination.
19. Issue notices to the DOL under the Executive Director's signature relative to Executive Director's appeal determinations.
20. Immediately forward copies of approved Metra's notice of decision to withhold or suspend payments or the DOL's suspension or withholding request to the Accounts Payable, Procurement, Grants, Audit, and Engineering or other applicable user departments. DBE may also receive written request of the DOL to suspend or withhold payments or advances to the contractor, the General Counsel must be immediately notified of such requests. Any such withholding at the request of the DOL cannot be reduced or released without the written approval of the DOL.
21. Any Metra decision to withhold or suspend payments will be taken based on the results of Metra Audit's investigation, in consultation with the DBE and Engineering or other applicable user departments, and will be done after a written notice has been sent to the contractor. The notice will note the following:
    a. Metra's decision to withhold or suspend payments.
    b. The meetings at which the contractor was provided an opportunity to discuss the alleged violation.
    c. A description of the alleged violation.
    d. An affirmation that the contractor received a statement summarizing the unpaid wages.
    e. The withheld funds will be turned over to the DOL for settlements based on its determination.

22. The withholding or suspension should be from the payments under the contract or any other federal contract with the contractor to cover any unpaid wages, benefits on the contract and any liquidated damages due.
23. Provide Audit a computation of underpayment of wages and benefits, if any, under the Davis-Bacon Act, and underpayments and liquidated damages, if any, under the Contract Work Hours and Safety Standards Act.
24. Recommend and forward cases of falsified certified payroll records, contractors requiring kickbacks of wages or back wages, and repeated labor standards violations which are aggravated or willful to the WHD for debarment considerations, under the Executive Director's signature, even if the back wages have been paid.
25. Receive relevant information from other Metra departments and immediately notify the WHD at the DOL if it becomes known that a prime contractor owing back wages may be filing bankruptcy.
26. Receive information from Audit, Procurement and Engineering or other applicable user departments concerning disputes of fact or law concerning payments of prevailing wages, overtime pay, or proper classification of job, and refer such disputes to the DOL for determination.
27. Notify the DOL on funds withheld or suspended and will request a directive on the timing of remittance from the DOL. Also issue a notice to Accounts Payable, together with a copy of the DOL's payment due date directive stating that all such funds withheld or suspended be remitted to the DOL. The DOL is responsible for disbursing the funds to the workers involved.
28. Obtain request for clarifications from the Procurement department where there is no general WD listed for the given area where the construction work is to take place or for the type of construction work or if the WD listed is more than one year old. Refer such cases to the DOL for further processing/clarification with the DOL, in consultation with the Audit department. Where no WD is listed at all, file an application with the DOL for WD by submitting a form SF 308 (attached).
29. For new contracts ensure that notice of compliance is received from Procurement that Metra's Exhibit J, Exhibit E and the required Wage Determination (WD) are on file and included in the contract package. No payment, advance, grant, loan or guarantee of funds shall be approved by Metra unless the clauses provided in the provisions in Exhibits E and J and the appropriate Wage Determinations are contained in the contracts.
30. Immediately notify the General Counsel with copy to the Audit, Grants, Procurement, Engineering and other applicable user departments if it becomes known that a prime contractor owing back wages may be filing bankruptcy.
31. Based on notices received from the Law department, periodically check that defaulting contractors who made restitution subsequently file certified payroll reports and agreed prevailing wages are subsequently paid.

Engineering or Other Applicable User Department

FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

1. In a change order situation, or whenever Metra exercises an option to unilaterally extend the term of a multi-year contract, obtain from the Contracting Officer in Procurement, a current Wage Determination (WD) and provide it to the contractor and the DBE department as the applicable prevailing wage for the extension.
2. Include the WD in the change order or extension contract. However, where a contractor is merely given additional time to complete the original contract commitments, the original WD would still apply.
3. Immediately report any known or suspected Davis-Bacon and Related Acts noncompliance to Metra's Audit department with copies to the DBE, Grants and Procurement departments and the General Counsel for review and investigation. DBE will forward findings to Grants, Procurement, Audit, and the General Counsel.

Accounts Payable Department

1. Receive Contractor's invoices and send copies of invoices to DBE and Engineering or other applicable user departments.
2. Receive approved/signed invoices from DBE and Engineering or other applicable user departments to initiate payment process.
3. Receive notices for non submission of payroll from DBE and wait for further instructions. If no further information or approval to pay has been received from the DBE department after sixty days, notify the DBE department of outstanding invoice approval with a copy to the Audit department.
4. Receive notices of payment suspension and withholding signed by the Executive Director or the Department of Labor from the General Counsel and immediately withhold further payment to contractor accordingly. The withholding or suspension should be from the payments under the contract or any other federal contract with the contractor to cover any unpaid wages and benefits on the contract and any liquidated damages due.
5. Receive settlement directive from the General Counsel to forward withheld funds to the DOL for disbursement to the workers involved. The directive must include a remittance request or instruction from the DOL to process the payment. The payment advice for the remittance will state the name of the contractor and the contract number for the contract on which the work was performed. All such settlement directives should be referred to the DBE, Audit and Engineering or other applicable user departments for approvals before the funds are released.

Grants Department

1. Receive notices of contractor or subcontractor noncompliances or suspected non compliances from DBE, Audit, or the General Counsel and notify the FTA accordingly, within 20 days of receipt of notice.
2. Notify the FTA when a contractor or subcontractor subsequently complies with the provisions.

Audit Department

Responsible for all manner of special compliance checks, audits and investigations needed to assure

compliance with the labor standards clauses and the Davis-Bacon and Related Acts.

1. Receive notices of outstanding invoices awaiting DBE approval from Accounts Payable and conduct an investigation accordingly. Also receive notices from the DBE department of discrepancies in wages and fictitious matters noted.
2. Conduct an audit and special compliance review based on information received from the DBE and Accounts Payable departments in cases of discrepancies in wage rates, inconsistencies, errors, omissions or any matter of concern noticed at the job sites.
3. Make a determination based on the result of an audit, in consultation with the General Counsel as to whether further investigation is needed or whether to refer a case to the DOL for handling.
4. Conduct investigations when available information indicates its necessity. Complaints of alleged violations shall be given priority and investigated accordingly.
5. Receive requests for investigations from the DOL through the General Counsel and conduct an investigation accordingly. The Administrator at the DOL is authorized to order any investigation as deemed necessary to ensure compliance with labor standards provisions.
6. Prepare a notice to inform the prime contractor when a subcontractor is being investigated, with copies to the General Counsel, and the DBE, Grants and Procurement departments.
7. Investigation will include checking:
   a. That contractors are paying prevailing wages under the Davis-Bacon Act.
   b. That hours worked in excess of 40 hours per week are paid at a time and a half under the Contract Work Hours and Safety Standards Act.
   c. The evidence of fringe benefit plans and payments.
   d. All aspects of labor standards compliance without limiting to the specific allegations or issues noted in a regular compliance review.
   e. For apprentices, that they are individually registered in an approved apprenticeship program registered with the DOL or the Bureau of Apprenticeship and Training (BAT) or with a State apprenticeship agency recognized by BAT. The investigation should also check that the ratio of apprentices to journeyman on the job site in any craft classification is not greater than the permitted ratio under the registered program. Note that if a contractor violates any of the labor standards, apprentices must receive the full amount of the prevailing wage rate for the work classification. Note also that a state apprenticeship program is recognized for DBA/DBRA purposes.
   f. For trainees, that the trainees have been individually registered in an approved training program approved by a formal certification of the DOL or the Employment and Training Administration or the Bureau of Apprenticeship and Training (BAT). The investigation should also check that the ratio of trainees to journeyman on the job site in any craft classification is not greater than the permitted ratio under the registered program. Note that there is no portability of a trainee program from one locality to another. Note also that state agency approval of trainee programs is not recognized for DBA/DBRA purposes.
   g. Job classifications are correct and whether there is a disproportionate employment of laborers and apprentices or trainees registered in approved programs.
   h. Examination of payroll data.

i. Interviews with contractors' employees, if required, which shall be taken in confidence.
j. Evidence of registration and certification with respect to apprenticeship and training plans.

8. The investigation must include all aspects of the contractor's compliance with labor standards requirements, and must not be limited to specific areas raised in a complaint or uncovered in a compliance review.
9. Compute any underpayment of wages and benefits under the Davis-Bacon Act as well as any underpayments and liquidated damages under the Contract Work Hours and Safety Standards Act for every investigation. Forward notices of default and computations of underpayments to the General Counsel, with copies to the DBE, Grants, Procurement, Engineering or other applicable user departments.
10. Forward reports of all investigations that were conducted at the request of the DOL to the General Counsel who shall issue a final report to the DOL under the Executive Director's signature, with a copy to the DBE, Procurement, Audit, Grants, Engineering and other applicable user departments. The findings of any such investigation initiated by the DOL may not be altered without the approval of the DOL.
11. Report findings of investigations initiated by Metra to the Executive Director with copies to the DBE, Procurement, Grants, Engineering or other applicable user departments, and the General Counsel who shall issue a final report under the Executive Director's signature to the DOL within 60 days after the completion of the investigation, if restitution has not been made and future compliance is not assured in all of the following circumstances:
    a. Underpayments by contractor or subcontractor in excess of $1,000.
    b. The violations noted are aggravated and willful.
    c. The contractor has disregarded its obligations to employees and subcontractors under the Davis-Bacon Act.
12. Forward all matters of disputes between the contractor and the workers concerning wages and job classifications noted during an investigation to the General Counsel for notification to the DOL.
13. Immediately notify the General Counsel if it becomes known that a prime contractor owing back wages may be filing bankruptcy, with copies to the DBE, Grants, Procurement, Engineering and other applicable user departments.
14. The identity of any employee who makes a statement in the course of investigation shall not be disclosed to anyone other than Federal officials without the prior consent of the employee. Disclosure of employee statements shall be governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.
15. Audit may only disclose computations of back wages and liquidated damages due to the contractor. No other investigative material received from the DOL to conduct investigations can be disclosed without the permission of the DOL.

<u>General Counsel – Law Department</u>

1. Provide interpretation of the Davis-Bacon Law.

2. Upon request, review corporate determinations, finding, and review correspondence with the Department of Labor.
3. Represent the corporation in litigation matters.

Appeals

1. All appeals by aggrieved contractors regarding the withholding of liquidated damages shall be to the Executive Director who has the authority to review the administrative determination of liquidated damages and issue a final order affirming the determination, with an appropriate notice to the DOL.
2. For liquidated damages over $500, if the Executive Director finds the liquidated damages administratively determined to be incorrect or that the contractor inadvertently violated the provisions of CWHSSA, the Executive Director may make recommendations to the Secretary to the Administrative review Board at the DOL for an adjustment to the liquidated damages. The findings of the Executive Director to the DOL in this regard will also include findings on any wage underpayments related to the liquidated damages. The decision of the DOL on the Executive Director's recommendation shall be final, unless the contractor files a petition with the DOL.
3. For liquidated damages less than $500, if the Executive Director finds the liquidated damages administratively determined to be incorrect or that the contractor inadvertently violated the provisions of CWHSSA, an adjustment may be made by Metra or the contractor may be relieved of the liability without submitting recommendations or a report to the DOL. This delegation of authority to the Executive Director is deemed necessary by the Act for convenience in the conduct of government business.

Special Regulations to Note

1. According to the law, issues of fringe benefits not specifically addressed or interpreted in the regulations should be referred to the Secretary of Labor and no position should be made on such matters by Metra.
2. The DOL can make variations, tolerances and exemptions related to the regulatory requirements of the labor provisions whenever the Secretary of the DOL finds it necessary in the public interest or to prevent injustice and undue hardship. However variations, tolerances and exemptions may not be made from the statutory requirements of the related Acts such as the Urban Mass Transportation Act 1964 managed by the FTA. Therefore the labor provisions and requirements of the FTA regulations take precedence over such leniency by the DOL.
3. All questions relating to the application and interpretation of wage determinations including job classifications are to be referred to the Administrator for ruling or interpretation. At Metra, such questions will be directed to the DOL by the Law Department.
4. Disputes of fact or law concerning payment of prevailing wage rates, overtime pay, or job classification should be referred to the DOL for determination. Disputes include disputes between the contractor or subcontractors and either Metra, the DOL or the employees or the employees' representatives.

5. The Davis-Bacon Act contains no procedures for injunctions. Therefore, a demand for payment of the back wages must always be made even if the contractor refuses to pay. Partial payment of back wage restitution for undisputed issues should always be collected. Payment for back wages should always be collected even if the case qualifies for debarment.
6. The prime contractor must be requested to make restitution if the subcontractor refuses to make restitution.
7. If there is no agreement to pay back wages, the file must be sent to the DOL for review, collection and debarment consideration.
8. Under the CWHSSA, in most jurisdictions there is no right of individual employee action in government contracts. The government acts on the employee's behalf to recover back wages.

III. DEFINITIONS

Administrator – The Administrator of the Wage and Hour Department at the Department of Labor.

Construction – all types of work done on a building including altering, repair, remodeling, installation, painting and decorating, manufacture or furnishing of materials, supplies or equipment on the site of the building, transportation between the building site and a facility dedicated to the construction project.

DOL - The Department of Labor.

DBA – Davis-Bacon Act – covers payments of prevailing wages (wage rates and benefits) on all construction contracts in excess of $2,000 funded with federal money to laborers and mechanics.

DBRA – The Davis-Bacon and Related Acts – The Davis-Bacon Act and 59 other relevant Acts that impact labor standards on federal contracts such as the Copeland Act, the Contract Work Hours and Safety Standards Act and the Urban Mass Transportation Act 1964 (UMTA) managed by the FTA. The UMTA is the relevant Related Act for Metra. Generally the Related Acts are the laws under with the federal government grants loans or financial assistance to different projects and sectors as deemed fit.

CWHSSA- The Contract Work Hours and Safety Standards Act – covers provisions relating to payment of overtime on construction contracts in excess of $100,000 to laborers and mechanics including watchmen and guards.

Labor Standards – The requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Act and the prevailing wage provisions of all other Related Acts such as UMTA (the FTA Act). The specified labor standards must be included in every construction contract over $2,000.

FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

Secretary – The Secretary of Labor.

WD -Wage Determination – The prevailing wages consisting of the basic pay and the fringe benefit rate determined and published by the Department of Labor for each job classification used by the construction industry in a geographical area.

WHD – Wage and Hours Department at the DOL.

Requisition: See Glossary

Sole Source: See Glossary

IV. RESPONSIBILITIES

Requisitioner/User
Submits requisition(s) and provides adequate specifications for items desired in accordance with Requisitioning of Materials and Services, PU-02-RC. Prepares memorandum justifying sole source requirements, signed by the Director of the Requisitioning Department, Division, or Office, the Senior Director or Deputy Executive Director, as appropriate, and the Executive Director. Assists Procurement Division or Professional Services/Contracts Division in providing specifications and clarifying specifications, as required. Reviews bidders to verify their ability to meet technical specifications. Prepares independent cost estimate as required that is to incorporate and document an analysis as partial elements to rationalize the amount of the contract; foreseeable requirements, past and current usage, and possible procurement methods.

Budget Authority
Verifies availability of funds in the appropriate budget account. Reviews signatures and completeness of forms. The Department Head, Director, Section Chief, or other similarly designated person signs approval in box #25 on requisition after checking budget. Maintains a record of all requisitions and purchases to ensure that budget limitations are not exceeded. Verifies proper Account/Distribution codes.

Professional Services/Contracts Division
Determines the method of obtaining quotations. Solicits quotations and selects the lowest responsive and responsible bidder. Where possible, solicits bids to secure a minimum of three qualified vendors. Receives, opens, reads aloud, and records all bids received. If capital funds are involved, makes the award with concurrence from General Development Department. For items that are sole source, prepares memorandum justifying sole source requirement to Materials Management Senior Director. The Professional Services/ Contracts

Division will also perform a Cost Analysis of such bid before entering into a contract in order to

IV. RESPONSIBILITIES (Continued)

measure the cost reasonableness of the subject bid. To determine price reasonableness through the price/cost analysis, if the independent cost estimate is significantly different (20% or greater) than the price received, an explanation as to the significant difference should accompany the determination whether the price/cost is fair and reasonable. Contract and Compliance Analyst will do a review of the bid if a variance of 20 percent or greater exists to determine why the ICE was off and will assist staff in a review of price reasonableness. Ensures that justification memorandum is signed by the Senior Director, Materials Management, Deputy Executive Director, and the Executive Director. Prepares purchase order/contracts and obtains signatures. Distributes purchase order/contract copies. Advises the Risk Management Division of the purchase of real property, new equipment, construction activities, and other insurable items. Maintain all substantive records and correspondence with respect to each IFB. Such records include, but are not limited to, the documentation relating to the rationale for the method of procurement, the selection of contract type, the basis for the contract price, and the required Buy America Certifications.. All such information shall be maintained by the Professional Services/Contracts Division in the respective procurement file (other than large maps, drawing and plans which are to be kept in respective department file).

General Development Department
Obtains all necessary approvals from required funding agencies. Reviews and approves purchase order when capital funds are involved. On a weekly basis, notifies the Procurement Division or Professional Services/Contracts Division of contracts that are held pending the approval of the funding agency. Forwards contract to Accounts Payable.

Accounts Payable
If capital funds are involved, encumbers funds and forwards purchase orders to the Procurement Division or Professional Services/Contracts Division.

V. INSTRUCTIONS

Responsibility	Action
Requisitioner/User	1. In accordance with Requisitioning of Materials & Services (PU-02-RC), submit completed Purchase Requisition RC 73 (see Exhibit I in PU-02-RC, Requisitioning of Materials and Services) to: a) General Development Department, if capital funds are involved, for review and required

FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

Responsibility	Action
	actions. Proceed to Step 2. b) Professional Services/Contracts Division, if capital funds are not involved; then proceed to Step 3.
General Development Department	2. Receive and review purchase requisitions. Take required actions and forward to Procurement Division, or Professional Services/Contracts Division, if capital funds are involved. (See Exhibit I in PU-02-RC; Requisitioning of Materials and Services).
Professional Services/Contracts Division	3. Receive Purchase Requisition Form (RC 73). (See Exhibit I in PU-02-RC, Requisitioning of Materials and Services). Review and approve for processing if correctly filled out. If not completed correctly, return to appropriate department for corrections. If approved, input into computer system.

Responsibility	Action
	4. Forward approved pink copy of requisition to DBE Administration for its information.
	5. Assign a Contracting Agent to the responsibility of processing the requisition.
DBE Administration	6. Review requisition and recommend additional DBE vendors for quotation solicitation. Notify Contracting Agent of any additional vendors to be put on the DBE Vendor list.
Professional Services/Contracts	7. Solicit Invitation for Bids. (See Exhibit II in PU-04-RC, Informal Quotations and Awards).
	8. At the time and day of the announced bid opening, open bids publicly, read aloud, and record on Bid/Proposal Tabulation form (RC 737). (See Exhibit I PU-04-RC, Informal Quotations and Award)

FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

Responsibility	Action
	9. Submit technical information to Requisitioner for review in regard to conformance to technical specifications. Use Technical Evaluation Form (See Exhibit II in PU-05-RC, Formal Quotations and Award). Additionally, forward the DBE Exhibits to the DBE Office.
	10. Review bid/proposal to evaluate for compliance to bid/proposal documents' requirements. Complete applicable sections of Checklist IFB, if any.
Requisitioner/User	11. Review technical data and complete the Technical Evaluation Form on the lowest bidder which is responsive to the technical specifications. Include a brief explanation detailing how non-responsive bidders failed to comply with the technical specifications. Forward form to Procurement or Professional Services Contracts Division. (See Exhibit II in PU-05-RC, Formal Quotations and Award)

A. Awarding the Contract

Responsibility	Action
Materials Management (Professional Services/ Contracts)	1. After receiving the approved Technical Evaluation Form, prepare the contract. (See Exhibit II in PU-05-RC, Formal Quotations and Awards).
	2. If a bidder is found to be non-responsive or non-responsible, prepare a non-responsive/responsible letter informing the bidder of Metra's decision. The bidder has five (5) days in order to respond. If a bidder protests, follow PU-11-RC.
	3. Prepare all appropriate documents for Blue Folder circulation. Concurrently, obtain the selected Offeror's signature on two copies of the contract.
Materials	4. As applicable, receive and review technical

FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

Responsibility	Action
Management (Professional Services Contracts)	recommendation form (See Exhibit II in PU-05-, Formal Quotations and Awards) and create the summary of Metra Procurement (See Exhibit VI in PU-06-RC, Professional Service Contracts) and associated documentation. Prepare Purchase Order/Contract with appropriate detailed information, perform and/or coordinate completion of a Cost Analysis when necessary. Once all documentation is with the Blue Folder, internally route as set forth on the Routing Slip (Exhibit I).
	5. Review the integrity of the Blue Folder. Complete applicable sections of Checklist IFB, if any.
DBE Administration	6. Review to ensure all DBE requirements have been met. If requirements are not met then DBE Administration will take the appropriate actions.
General Development Department	7. Receive and review all appropriate documents in the Blue Folder. Forward to funding agencies for concurrences, if required. If changes to the information in the Blue Folder, send back to Professional Services/Contracts Division for additional requirements. When concurrences are received from funding agencies, the Blue Folder is sent on to Accounts Payable Division.
Contracting Agent/Buyer	8. If any additional review of the Blue Folder is required, then perform the appropriate task(s).
Accounts Payable Division	9. Review Blue Folder, and if project numbers match with Account Data Sheet, funds are encumbered. Forward to Step 11 if over $10,000, to Step 12 if under $10,000. If project numbers do not match, return Blue Folder to Professional Services for changes; otherwise, go to Step 10.
Professional Services/Contracts Division	10. Insert signed contracts into Blue Folder.

FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

Sr. Director Corporate Administration	11. Review and concur on any corporate Administrative Purchase Order/Contract over $10,000.00. Forward to Risk Management.
Risk Management	12. Assure that the proper insurance requirements are in place with the Contractor.
Law Department	13. Review all documentation supporting the decision of the recommendation. Return to Professional Services/Contracts Division.
Materials Management Department	14. Present Blue Folder documentation to Deputy Executive Director.
Deputy Executive Director	15. Review and concur on all contracts over $10,000.00, in preparation to present, where applicable per FI-02-RC, and then forward to the Executive Director for final approval.
Executive Director	16. Review as the final approval authority on all contracts presented by the Deputy Executive Director and/or his designee per FI-02-RC.
Materials Management Professional	17. Process the approved contract. Complete applicable sections of Checklist IFB, if any.

Services/Contracts Division	18. Distribute signed copies of contract as follows: a) Selected Offeror – original, hand signed, with cover letter and appropriate exhibits requesting insurance certificates to be submitted to Professional Services Contract Division (See Exhibit III in PU-06-RC, Professional Service Contracts) b) Professional Services/Contracts – original hand signed with any exhibits. c) Requisitioner/User – copy of original contract along with any exhibits and Account Data Sheet. d) Accounting – copy reproduced signatures, Account Data Sheet. e) General Development – copy of the Contract and Account Data Sheet.
	19. Notify remaining non-selected offerors by letter and return bid bonds.
	20. Receive written approval of the Consultant's Insurance Certificates from the Risk Management Division, and performance, material and Labor bonds. Receive DBE Department's approval of vendors' DBE required schedules (if DBE participation is required).
	21. Issue a "Notice to Proceed" letter to Offeror (see Exhibit VIII in PU-06-RC, Professional Service Contracts) when all elements in Step 20 are complete.

B. Administration of the Contract

Responsibility	Action
Professional Services/Contracts Division	1. Retain records connected with the history of the procurement, including but not limited to, records specified in Section II. Complete applicable sections of Checklist IFB, if any.
Requisitioner/User Department	2. Monitor Contractor's compliance with the agreement for the following: a) Timely submission of the periodic progress

FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

Responsibility	Action
	reports in the degree of detail required by the contract. b) Verification of the progress reported by the Contractor with the contract time schedule. c) Acceptance of the quality of work conforming to standards prescribed by the contract. d) Preparation of the invoices in accordance with the pricing/payment schedule supported by adequate documentation to verify amount claimed. e) Upon completion of the project, skip to Step 8.
	3. Notify Professional Services/Contracts if the contractor has not complied with the agreement.
Professional Services/Contracts Division	4. Receive notification of non-compliance from Requisitioner/User Department. Contact the contractors in writing to attempt to achieve the contractor's rectification of the compliance deficiencies.
	5. Notify the Requisitioner/User of the contractor's intent and request follow-up information on the contractor's progress.
Requisitioner/User	6. Receive report on contractor's intent and monitor compliance efforts. If they are still unsatisfactory, notify Professional Services/Contracts.
Professional Services/Contracts Division	7. Receive notice of continuing or new, uncorrected deficiencies. Either take further remedial action as described in Step 4, or take actions to terminate the contract (see Pu-12-RC, Termination of Contracts for Goods and Services).
	8. Receive, review, and file the Contract Completion Form.

ROUTING SLIP

Dept./Div.	Initial	Date Received	Date SIGNED OUT	If this Blue Folder is in your possession over two (2) working days, please explain why.
Procurement / Professional Svcs.				
Materials Mgmt.				
DBE				
OPP / UWP / Sales				
Buyer				
Accounting Services				
Sr. Director Corporate Administration (Over $10,000.00 - Change Orders & Amendments)				
Sr. Director Planning, Real Estate & Development (Parking Lots & Station Construction only & Change Orders)				
Risk Management				
Law Department				

	Initial	Date Received	Date SIGNED OUT	
Deputy Executive Director				
Executive Director				

P. O. / Contract No.:	**Vendor / Contractor**
Item:	
Amount:	
Project No.:	
Buyer / Agent:	

Procurement / Professional Services

Authorization:_____ Date:_____

Please Forward To: Ora Jackson, Procurement Div., Ext. 6654 **OR** Pat Freyre, Procurement Div., Ext. 6672

Metra
the way to really fly

METRA POLICY

PU-15-RC
REFERENCE NUMBER

Receiving

POLICY STATEMENT

Metra will receive goods and services that have been ordered via Purchase Order, Blanket Purchase Order, or Contract only at locations designated in that Purchase Order, Blanket Purchase Order Release Notice ("Release Notice"), or Contract.

Metra will reject any shipment scheduled for inside delivery when its shipper refuses to make inside delivery. Metra may reject shipments arriving in receiving that have not been marked with an identifying Purchase Order, Release, or Contract number. Metra will reject materials received which do not conform to the Purchase Order, Release Notice, or Contract. Metra will promptly return rejected materials to the appropriate Vendor.

Immediately upon receiving Metra materials, Metra will properly safeguard and manage those materials in a manner that will preclude loss, damage, and misappropriation.

Metra will ensure that all goods and services received under this policy comply with their written specifications. Receipts of materials and services acquired by Metra will be appropriately evidenced, certified, and reported to facilitate appropriate payment of Invoices received by Metra (see *Invoices, FI-07-RC)*. Creating false evidence or making false certifications of receipt will subject the violator to administrative and/or legal sanctions.

Over-shipments are not to be used to circumvent Metra's Purchasing, Receiving, or Accounting policies and procedures. Metra is willing to receive over-shipments only when the requirements of this policy have been fulfilled.

APPLICATION

This policy applies to Metra personnel receiving materials and services, their Managers, the Materials Management Department, and the Accounts Payable section.

ADOPTED: Executive Director/CEO

11/19/12
Effective Date

I PURPOSE 3

II POLICY 3

III DEFINITIONS 4

IV RESPONSIBILITIES 5

IV.1 Materials Management Department 5
IV.2 Receiver 5
IV.3 Fleet Maintenance Department 5
IV.4 Information Technology Department 6
IV.5 Releasing Employee, Requisitioner 6
IV.6 Budget Authority 6
IV.7 Accounts Payable 6
IV.8 Controller 6

V PROCEDURES 7

V.1 Receiving 7

V.1.1 Materials and Services (Excluding Fleet Vehicles/Equipment or IT Equipment/Software) 7
V.1.2 Fleet Vehicles and Equipment 10
V.1.3 Information Technology Equipment/Software 11

V.2 Identifying and Resolving Invoice Discrepancies 15

VI EXHIBITS 17

VII REFERENCES 17

VIII POLICY HISTORY 18

I PURPOSE

This policy outlines responsibilities and procedures for the receipt of materials and services purchased by Metra through Purchase Order, Blanket Purchase Order, or Contract. It ensures that such materials and services are appropriately received, documented, and communicated to ensure proper departmental receipts and integration with Accounts Payable processes.

Excluded from this policy are the following receiving processes:

- The receipt of materials obtained using Metra's Procurement Card (see *Procurement Card Purchases, PU-21-RC*) or via Direct Purchase (see *Direct Purchases, PU-13-RC*).
- The receipt of professional services covered by: *Professional Services Contracts (Grant Funded),* PU-06-RC; *Professional Services Contracts (Non-Grant Funded),* PU-07-RC; and *Architectural and Engineering Services,* PU-08-RC.

II POLICY

Metra will receive goods and services that have been ordered via Purchase Order, Blanket Purchase Order, or Contract only at locations designated in that Purchase Order, Blanket Purchase Order Release Notice ("Release Notice"), or Contract.

Metra will reject any shipment scheduled for inside delivery when its shipper refuses to make inside delivery. Metra may reject shipments arriving in receiving that have not been marked with an identifying Purchase Order, Release, or Contract number. Metra will reject materials received which do not conform to the Purchase Order, Release Notice, or Contract. Metra will promptly return rejected materials to the appropriate Vendor.

Immediately upon receiving Metra materials, Metra will properly safeguard and manage those materials in a manner that will preclude loss, damage, and misappropriation.

Metra will ensure that all goods and services received under this policy comply with their written specifications. Receipts of materials and services acquired by Metra will be appropriately evidenced, certified, and reported to facilitate appropriate payment of Invoices received by Metra

(see *Invoices, FI-07-RC)*. Creating false evidence or making false certifications of receipt will subject the violator to administrative and/or legal sanctions.

Over-shipments are not to be used to circumvent Metra's Purchasing, Receiving, or Accounting policies and procedures. Metra is willing to receive over-shipments only when the requirements of this policy have been fulfilled.

III DEFINITIONS

Term	Definition
Asset Tag	An adhesive label or aluminum plate bearing a unique number that is manually affixed to an asset (such as vehicles/equipment) and used to identify the asset.
Batch Receiving Report	See *Glossary of Purchasing Procedures Terms.*
Bill of Lading	Document issued by a shipper which details a shipment of merchandise, destination, and transfer of title to a specified party.
Exceptions	See *Glossary of Purchasing Procedures Terms.*
Field Site	Any Metra property other than the headquarters at 547 W. Jackson Blvd., Chicago, IL 60661.
Inbound Vehicle Inspection Checklist	A Metra checklist used to ensure that received vehicles and equipment comply with their corresponding specifications distributed at the time the Purchase Order issues. (See *Exhibit III.*)
Manifest	Document issued by a carrier that accompanies an inbound shipment, used to identify shipment details and gather signatures as evidence of receipt.
Over-shipment	Shipments of materials in excess of the amount originally requisitioned, as documented on the Purchase Order, Release Notice, or Contract.
Receiving Report	See *Glossary of Purchasing Procedures Terms.* Sometimes referred to as "Receiver."
Release Notice	Blanket Purchase Order Release Notice (see *Blanket Purchase Orders and Release Notices, PU-09-RC*).
Requisitioner	The Using Department (a/k/a End User Department) that requisitioned the goods or services being received under this policy.
Storekeeper	Metra employee responsible for a Metra Storehouse.

IV RESPONSIBILITIES

IV.1 Materials Management Department

Arrange in advance to have all shipping papers and containers display a Metra Purchase Order number or Blanket Purchase Order Release number. Arrange for inside delivery and installation of all shipments, where feasible and appropriate. For procurements that support the appropriate use of over-shipments, document over-shipment requirements in the Purchase Order, Blanket Purchase Order Release, or Contract. Assist in the resolution of receiving issues, e.g., related to over-shipments, damage, and content substitutions. Maintain the Agency's master Purchase Order/Blanket Purchase Order files.

IV.2 Receiver

Receive materials, inspect packaging, and verify quantities. Issue necessary notifications about receiving issues, e.g., over-shipments, damage, and content substitutions, and convey to the shipper or vendor Metra's decisions related to those issues. When appropriate, reject shipments.

Promptly manage receiving paperwork and purchasing system entries. (Refer to *Materials Management Policy & Procedures* for detail.) At field sites, enter Receiving Reports into the purchasing system.

Safeguard and manage received materials. Notify Requisitioner that materials have been delivered and/or services have arrived. Assist in the resolution of payables discrepancies, as needed.

IV.3 Fleet Maintenance Department

Receive vehicles and equipment at designated locations. Inspect delivered vehicles and equipment for damage and specifications conformance. Issue necessary notifications about receiving issues and convey decisions to dealer. Enter receiving information into appropriate systems. Maintain the Agency's master vehicle and equipment history file.

Safeguard and manage received vehicles and equipment until delivered to Requisitioner. Notify Requisitioner about the arrival of the vehicles/equipment. Assist in the resolution of payables discrepancies, as needed.

IV.4 Information Technology Department

Receive information technology equipment and software. Inspect deliveries for damage and against orders. Issue necessary notifications about receiving issues, and convey decisions to shipper and vendor. Enter receiving information into appropriate systems. Approve invoices for payment. Maintain the Agency's IT history files for information technology equipment, software files.

Safeguard and manage received materials. Assist in the resolution of payables discrepancies, as needed.

IV.5 Releasing Employee, Requisitioner

Participate with Accounts Payable to resolve receiving discrepancies and corresponding payables issues, with the support of relevant staff and Materials Management, Fleet Management, or Information Technology Departments.

IV.6 Budget Authority

When escalated, participate with Accounts Payable to resolve receiving discrepancies and corresponding payables issues with the support of the relevant staff and Materials Management, Fleet Management, or Information Technology Departments.

IV.7 Accounts Payable

Process Invoices approved Budget Authority and/or Requisitioner. Ensure correspondence between quantities ordered, received, and invoiced, and verify signatures using Purchase Orders/Release Notices, Receiving Reports, and Invoices. Facilitate the resolution of discrepancies within timeframes supporting Invoice payment terms. Maintain the Finance Department's file of Purchase Order copies, Blanket Purchase Order copies, Contract copies, and original Invoices.

IV.8 Controller

Ensure discrepancies have been resolved before authorizing Invoice payment. As appropriate, address systemic modifications required to avoid unresolved or patterns of recurring discrepancies.

V PROCEDURES

This section defines role-based actions related to:

- Receiving Materials and Services
- Receiving Fleet Vehicles and Equipment
- Receiving Information Technology Equipment and Software
- Managing Damaged Shipments or Non-complying Contents/Quantities

V.1 Receiving

Section V.1.1 defines the receiving procedures for materials and services defined in section I, Purpose, except for Fleet Vehicles/Equipment or Information Technology Equipment/Software. To receive Fleet Vehicles/Equipment, move directly to section V.1.2. To receive Information Technology Equipment/Software, move directly to section V.1.3.

V.1.1 Materials and Services (Excluding Fleet Vehicles/Equipment or IT Equipment/Software)

Responsibility	Action
Receiver	1. File Batch Receiving Reports until delivery. 2. When receiving services covered under this Policy, proceed to step #4 immediately below. 3. When receiving materials: a. If shipping cartons are damaged, request inspection by shipper for claim purposes. If packed goods appear damaged, immediately notify the Buyer/Contracting Agent in Materials Management Department, and see step 5, immediately below. b. Verify received materials against shipment paperwork (batch receiving report, manifest/bill of lading, packing list). Unpack received materials, and establish conformity or nonconformity by comparing shipment paperwork against the Purchase Order, Release Notice, or Contract. If the quantity delivered is greater than the quantity indicated in the Purchase Order, Release Notice, or Contract, or if contents

Responsibility	Action
	differ, immediately notify the Materials Management Department, and see step 5, immediately below. c. Reject and do not sign the shipment paperwork for materials that: • Are not being delivered as specified, e.g., specified location, inside delivery and installation. • Cannot be identified by a Metra Purchase Order or Blanket Purchase Order Release Notice ("Release Notice"). • Do not conform to the Purchase Order or Release Notice, including substitutes for brand/model. When shipments are being rejected, immediately contact the Buyer/Contracting Agent in Materials Management Department and see step 5, immediately below. 4. Notify Requisitioner that materials and/or services have arrived. Proceed to step 6, immediately below.
Materials Management Department	5. When notified about receiving issues including damages, nonconformance, or over-shipments, act promptly as follows to resolve and enable receipt: a. For damaged shipments act promptly to: • Attempt to resolve issues with Vendor. • Authorize the Receiver to accept, partially accept, or deny shipment. b. For over-shipments valued at less than $500.00: • Notify Receiver to accept an over-shipment valued at less than $500.00 only when the over-shipment has been appropriately justified, documented, and approved by the relevant Materials Management personnel. • Notify Receiver to promptly return to the appropriate Vendor any such over-

Responsibility	Action
	shipment not appropriately justified, documented, and approved by relevant Materials Management personnel. • Enter over-shipment approval into the purchasing system. c. For over-shipments valued at $500.00 or more: • Process over-shipments valued at $500.00 or more as Change Orders (see *Change Orders, PU-10-RC*). • Notify Receiver to promptly return to the appropriate Vendor any such over-shipments not processed as Change Orders.
Receiving	6. Enter receiving information into the purchasing system, and generate a *Receiving Report, RC20002* (see *Exhibit I*). On the Receiving Report pink copy, record the accepted quantity/services and acceptance date. Also: a. For incomplete shipments or deliveries that are part of a multiple shipments, record the partial shipment data on the Receiving Report. b. For over-shipments, record on the Receiving Report the quantity that was received and the quantity that is to be returned. Input into the purchasing system the total amount, including the over-shipped quantity. Add the authorized Metra Receiver signature to the Receiving Report, documenting receipt of materials and services acquired by Metra. 7. Distribute copies of the Receiving Report: GREEN: Materials Management Department PINK: Accounts Payable WHITE: Receiving Location

V.1.2 Fleet Vehicles and Equipment

This section defines the unique receiving processes associated with vehicles and equipment received by the Fleet Maintenance Department. The purpose of this section is to ensure that newly purchased vehicles and equipment are properly received, comply with their written specifications, and are documented on Metra's mainframe and with the Grants Management & Accounting Department. Vehicles and equipment are received at the delivery location identified on the Purchase Order or Release Notice,

Responsibility	Action
Fleet Maintenance Department	1. Once a Purchase Order for vehicles/ equipment has been executed and sent to the selling dealership, the Manager, Fleet Maintenance uses the written vehicle/equipment specification provided for each procurement to generate that unit's *Inbound Vehicle Inspection Checklist, RC1993D* (see *Exhibit III*). File each Checklist until the delivery. 2. When notified that the vehicles and equipment are destined to arrive at the designated delivery location, prepare to receive as follows: a. For each unit that is arriving, retrieve the corresponding Inbound Vehicle Inspection Checklist generated at the time the purchase order was executed. b. Arrange to have the following inspection team present at the delivery: • Representatives from Metra's Fleet Maintenance Department (including the Fleet Administrator) • Representative from Metra's Grant Management & Accounting Department • Representative from the selling dealership • Representative from the specialized equipment up-fitter (when applicable). 3. At the designated delivery location, ensure the inspection team (defined in step 2 immediately above) inspects each incoming unit using the corresponding Inbound Vehicle Inspection

Responsibility	Action
	Checklist. 4. If any unit is damaged or does not correspond to the Checklist, immediately notify the Dealer and reject the delivery. 5. Upon acceptance, and while remaining at the delivery location, the Fleet Administrator applies a Metra Asset tag to each unit and completes its Inbound Vehicle Inspection Checklist. 6. The Fleet Administrator obtains the signatures of the inspection team present at the time of delivery (defined in step 2 immediately above) to the Inbound Vehicle Inspection Checklist to document that the unit has been received, verified, and accepted by Metra. 7. Upon returning to the office, the Fleet Administrator completes these steps: a. Use the completed Inbound Vehicle Inspection Checklist to enter the relevant information for each accepted unit into the VEHICLE Maintenance Mainframe Database. b. Enter the vehicle/equipment receiving information into the RMIS Mainframe Database. c. Print a copy of the *Receiving Report, RC20002* (see *Exhibit I*). d. On the Receiving Report, enter the Metra Unit number, VIN number, and acceptance date. e. Affix to the Receiving Report the signatures of two authorized Metra Receivers (typically the Director and Manager, Fleet Maintenance). f. Distribute copies of the executed Receiving Report: WHITE & GREEN: Vendor (selling dealership) PINK Accounts Payable (attach a copy of the Inbound Vehicle Inspection Checklist, RC1993D) 8. The Fleet Administrator generates a

Responsibility	Action
	vehicle/equipment history file to retain all records pertaining to each received unit. 9. The Manager, Fleet Maintenance sends a memo to the Manager, Grant Management & Accounting, advising that the units have been accepted into the Metra Fleet inventory. A copy of the Inbound Vehicle Inspection Checklist, RC1993D for each received unit must be attached. 10. The Manager, Fleet Maintenance notifies the Requisitioner that the units have arrived.
Accounts Payable	11. Arrange payment to the selling dealership upon receipt of the completed *Receiving Report, RC20002* (see *Exhibit I*) and *Inbound Vehicle Inspection Checklist, RC1993D* (see *Exhibit III*).

V.1.3 Information Technology Equipment/Software

Responsibility	Action
Receiver	1. Receive equipment cartons in the Information Technology Work Area. Sign and date the delivery receipt recording the box count. Before the delivery service departs, obtain a copy of the delivery receipt if available. 2. When receiving equipment, locate all packing slips, and go to step #4, immediately below. 3. When receiving software (delivered via a software licensing email), print the software licensing email, and/or the electronic license (e.g., binary code) if included, to serve as the packing slip. Follow all included internet hyperlinks to obtain full delivery details, including license types and quantities. If shipper requires Metra to download an electronic license (e.g., binary code), save the electronic license to the intranet, when possible.
Information Technology,	4. Inspect the delivery, reconciling received boxes

Responsibility	Action
Network Services	and a physical count of all materials received together with the provided packing slip against a copy of the Purchase Order or IT's BPO Spreadsheet. If the delivery is damaged or nonconforming, contact the Vendor and negotiate a reasonable solution. 5. Enter accepted deliveries into the BPO binder (for Blanket Purchase Order Releases) or PO/IFB binder (for Purchase Orders); include the acceptance date, packing slip, and the equipment manufacturer, model number, and serial number. 6. Have an authorized, senior IT staff member double check the serial numbers that were entered into the binder during the preceding step. 7. Enter into the IT Oracle Inventory System: Purchase Order / Release Number, receipt date, price, manufacturer, model numbers, serial numbers, and warranty information. 8. Have an authorized, senior IT staff member initiate a "STORE" entry. (Only senior IT staff is authorized to do this). 9. Print a STORE Receiving Report for each order in the IT Inventory System. 10. Compare the STORE Receiving Report against the original BPO Release Spreadsheet or Purchase Order to determine over/under shipment and verify data entry. a. For an over-shipment, alert the Department Head, Network Services to determine next step in contacting Vendor. b. For an under-shipment, document that a partial shipment was received by entering into the appropriate (BPO or PO/IFB) binder: STORE Receiving Report and the packing slips. c. When an order has been received in full (i.e., the STORE Receiving Report matches the Release Notice or Purchase Order), enter into the appropriate binder: the STORE Receiving Report, original Release

Responsibility	Action
	Notice or Purchase Order, and packing slip(s).
Accounts Payable	11. When receiving Invoices for information technology equipment/software, send copies to IT to obtain certification of receipt and approval for payment. For Capital BPO Releases only, attach a *Request for Action Form* (see *Exhibit II*) to the Invoices. 12. When IT returns appropriately approved Invoices, check for and manage discrepancies as defined in section V.2 – *Identifying and Resolving Invoice Discrepancies*.
Information Technology Department	13. When Accounts Payable sends Invoices for information technology equipment/software, establish whether the procurement was off of a Purchase Order or a Capital Blanket Purchase Order Release. For Purchase Orders, go to step #15, immediately below. 14. Because releases against blanket purchase orders are not entered into the system, for Capital Blanket Purchase Order Releases: a. Attach a Request for Action Form to the Release. Have the Department Head, Network Services initial and date the Invoice to certify receipt of the invoiced equipment/software. b. Have the IT Budget Authority initial and date the Invoice to authorize its payment. c. Return the Request for Action Form and initialed Invoices to Accounts Payable. 15. When the Request for Action Form indicates completion of a Purchase Order: a. Enter receive information into the Purchase System. b. Have the Department Head, Network Services initial the Purchase Order to verify materials and services received. c. Have the IT Budget Authority initial and date the Purchase Order to authorize Invoice payment.

Responsibility	Action
	d. Send the initialed and dated Purchase Order to Administrative Services for entry of receipt into the purchasing system. e. Distribute copies: PINK: Accounts Payable WHITE: Attach to Purchase Order documentation kept in Information Technology

V.2 Identifying and Resolving Invoice Discrepancies

Responsibility	Action
Accounts Payable	1. When an invoice has been returned as approved for payment, determine whether discrepancies exist between receiving records and invoices: Compare the *Receiving Report, RC20002* (see *Exhibit I*) to the Invoice and the Purchase Order, Release Notice or Contract, checking for: a. Agreement between unit prices in the Invoice and the Purchase Order, Blanket Purchase Order Release Notice, or Contract. b. Agreement between quantities in the Invoice, and the Receiving Report as well as the Purchase Order, Blanket Purchase Order Release Notice, or Contract. c. Complete signature on Invoice of staff to approve payment. If discrepancies exist, proceed to step #2 immediately below. When no discrepancies exist, initiate standard payment processes. 2. Determine source of discrepancy, acting in a timely manner to facilitate payment within agreed terms. a. For discrepancies with the Purchase Order, notify the Materials Management Department and send copies of all related documentation (Invoices and Purchase Order numbers). Proceed to step #3

Responsibility	Action
	immediately below. b. For discrepancies with the Release Notice, notify the Requisitioner and send copies of all related documentation (Invoices and Release Notice numbers). Proceed to Step #3 immediately below. c. For mismatches in unit prices or quantities/services received vs. ordered, over-shipments, or returns of material, use a *Request for Action Form* (see *Exhibit II*) to send a written notice of discrepancy to the Budget Authority, Releasing Employee, and Requisitioner, as well as the Materials Management, Fleet Management, and/or Information Technology Departments as appropriate. Proceed to step #4 immediately below.
Materials Management, Fleet Management, or Information Technology Departments	3. Communicate with Accounts Payable regarding findings on discrepancies. Proceed to step #6.
Budget Authority, Releasing Employee, or Requisitioner, in cooperation with Materials Management, Fleet Management, or Information Technology Departments	4. When receiving from Accounts Payable a *Request for Action Form* (see *Exhibit II*), strive to resolve the reported discrepancy within 20 calendar days, if possible, from date of receipt of written notice (to expedite payment of Invoice). Work directly with the relevant Storekeeper, Requisitioner, and/or Receiver to retrieve documents, acquire authorizations, and resolve discrepancies. 5. Review the submitted discrepancy resolution. a. If the discrepancy has been resolved, return corrected documents and original Request for Action Form to Accounts Payable. b. If, within the 20 calendar days specified in the preceding step, the discrepancy has not been resolved (with the cooperation of Storekeeper, Requisitioner, and/or Receiver), request assistance from the Materials Management Department. Inform Accounts Payable of this notification.

Responsibility	Action
Accounts Payable	6. Assess all received discrepancy resolution information, and determine whether each discrepancy has been resolved or approved. If so, initiate invoice payment processes. If not, define the gap and communicate the problem to the Controller, Department Head, Materials Management, and Requisitioner.
Controller	7. Receive information from Accounts Payable regarding discrepancies that have not been fully addressed. Take steps to ensure complete resolutions occur and Invoices are paid.

VI EXHIBITS

Exhibit No.	Attachment Title	Form No. (if applicable)
Exhibit I	Receiving Report (a/k/a "Receiver")	RC20002
Exhibit II	Request for Action Form	
Exhibit III	Inbound Vehicle Inspection Checklist	RC1993D

VII REFERENCES

- Invoices (FI-07-RC)
- Professional Services Contracts (Grant Funded) (PU-06-RC)
- Professional Services Contracts (Non-Grant Funded) (PU-07-RC)
- Architectural and Engineering Services Contracts (PU-08-RC)
- Blanket Purchase Order Release Notices – RC70028 (Exhibit III in Blanket Purchase Orders and Release Notices, PU-09-RC)
- Change Order (PU-10-RC)
- Direct Purchases (PU-13-RC)
- Procurement Card (PU-21-RC)
- Materials Management Policy and Procedures

VIII POLICY HISTORY

Issue Date	Revision	Approved By	Prepared By
9/1/2006	4b		Materials Management
11/19/2012	5		Materials Management

RECEIVING REPORT

PAGE _____ OF _____

Northeast Illinois Regional Commuter Railroad Corporation
D/B/A Metra
547 W. Jackson Blvd.
Chicago, Illinois 60661

DATE	PURCHASE ORDER NO.
DELIVERY DATE	BUYER
SPECIAL DELIVERY INSTRUCTIONS	

ITEM NO.	QTY. ORDERED	U/M	METRA STOCK CODE	DESCRIPTION	SHIP. LOC.	QTY. RECEIVED	DATE	QTY. REJECTED

I hereby certify receipt of the materials and quantities above: SIGNATURE & TITLE _____ DATE _____

DEPARTMENT	REQUISITION/QUOTATION	SHIPMENT IS ☐ PARTIAL ☐ COMPLETE ☐ ACCEPTED ☐ REJECTED	LOCATION	CAR NO.(S)	WAYBILL #
REASON/DISPOSITION					POSTED BY (INIT. & DATE)

STORES/RECEIVING AUTHORITY

RC 20002 (1-91)

Receiving Report

PU-15-RC 20002
Exhibit I
Page 1 of 1

Metra

Request For Action

TO: _____ DATE: _____

FROM: ACCOUNTS PAYABLE – _____ EXT. _____

RE: VENDOR _____

Please review the attached and provide us with the requested information or respond as to the status of the request by _____.

Invoice

_____ Your signature approving invoice for payment.
_____ Proper account coding.
_____ Check Request.
_____ Phone Bid.
_____ Original invoice.
_____ Proper signature on/for _____
_____ No authority delegation on file. Please furnish authorized signature.
_____ Proof of delivery.
_____ Insufficient dollars to pay, please advise.

P.O./Contract

_____ P.O./Contract number.
_____ Amendment for date change to _____
_____ Amend for name change to _____
_____ C.O. for _____
_____ Incorrect account coding.
_____ Improper/missing signature on requisition.

Release Notices

_____ Properly completed Release.
_____ Appropriate signature on line _____. *If Line 17–authorizer cannot be the same as receiver.
_____ Missing/incorrect account coding.
_____ Verify quantity ordered. Does not match quantity billed.
_____ Verify and approve unit price. Does not match price billed.
_____ Provide corrected/updated release.
_____ Copy of adjusted Release for your records.
_____ Provide missing accounting data summary sheet.
_____ Provide appropriate release number. No/incorrect number on invoice.

Receivers

_____ Properly completed Receiver.
_____ Proper/missing signature for receipt of material/services.
_____ Complete quantity/date received.
_____ Indicate partial or complete.
_____ Verify quantity received. Does not match quantity billed.

Miscellaneous

_____ For your information.
_____ Other _____

_____

_____

_____

☐ Do Not Mail. Call for pick-up.

WHITE - BUYER/USER YELLOW - A/P CLERK PINK - FOLLOW UP FILE GOLD - DIRECTOR

RC 6790 (Administrative Services, 6/94)

INBOUND VEHICLE INSPECTION CHECKLIST

EXHIBIT III

Date vehicle was inspected & accepted by Metra		Time vehicle was inspected & accepted by Metra	

METRA ASSIGNED VEHICLE NUMBER	

VIN	

YEAR	MAKE	MODEL

PLATE NUMBER	STATE	GVWR

SPECIALIZED EQUIPMENT INFORMATION (AS APPLICABLE)

☐ Extended Cab	☐ Crew Cab	☐ Two Wheel Drive	☐ Four Wheel Drive	☐ Gasoline
☐ Dual Rear Wheels	☐ PTO	☐ Standard Trans	☐ Automatic Trans	☐ Diesel
☐ Crane	☐ Bucket	☐ Hyrail	☐ Utility Box	☐

TIRE SIZES INSTALLED (AS APPLICABLE)

RF		LF	
RR		LR	
RR		LR	

DEALER REQUIRED DELIVERABLES (AS APPLICABLE)

☐	Bill of Sale and/or Copy of Invoice	☐	Record of State Safety Inspection	☐	Upfitter Manufacturer Label	☐	
☐	Owners Manual	☐	Record of FRA Hyrail Inspection	☐		☐	
☐	Vehicle Registration	☐	Record of OSHA Mechanical Insp	☐		☐	
☐	3-Sets of Keys	☐	Record of OSHA Dieelectric Insp	☐		☐	

INSPECTION DATES (AS APPLICABLE)

State | FRA | OSHA Elec | OSHA Mech

☐ Asset Tag Applied

Asset Tag Number

Grant #

PO# K

	Print Name	*Signature*
Vendor Name & Signature		
Fleet Maintenance Name & Signature		
Grants Department Name & Signature		

ALL EXCEPTIONS TAKEN AT TIME OF DELIVERY SHALL BE DOCUMENTED ON THE OPPOSITE SIDE OF THIS REPORT

RETIREMENT AND SALE/DISPOSAL OF METRA VEHICLES

I. PURPOSE

This procedure contains policies and instructions for evaluating the continued operation of support vehicles and the requirements for the retirement and disposal of such vehicles. Repair and Maintenance reports and procedures for support vehicles are described in OP-03-RC.

II. POLICY

Metra-owned support vehicles, excluding trucks, are retired and replaced on a specific cycle based on mileage and/or age, dependent on the classification of use of the vehicle. For Metra police vehicles, retirement and replacement occurs on a 80,000 mile and 1.5 year cycle. All other Metra-owned automobiles are retired/replaced on a 80,000 mile and 5-year cycle. Extenuating circumstances, related to the condition of an individual vehicle's body and mechanical systems and the availability of replacement vehicles, are also considered.

Metra-owned automobiles are automatically placed on a probation status when surpassing the odometer mileage or age ceilings listed above. The status of Metra-owned trucks is determined on an individual basis. Evaluation of the operational feasibility of each Metra-owned support vehicle is performed on a quarterly basis. Vehicles with large quarterly increases in repair and maintenance expenses outside of scheduled maintenance are scheduled for retirement and replacement upon the recommendation of the Director, Fleet Maintenance and approval of the Deputy Executive Director. A vehicle information system containing repair and maintenance transactions and vehicle histories is supported and updated to aid in the decisions affecting a vehicle's retirement.

All Metra-owned support vehicles, when retired, are sold by a formal competitive bid process. See Formal Quotations and Award, PU-05-RC, with the following exception: award is based on the highest, as opposed to the lowest, responsive and responsible bidder.

Metra employees and members of their families are not permitted to participate in the purchase of corporate vehicles.

Payment terms for all support vehicle sales will be certified check, money order, or cashier's check. All successful bidders will be subject to credit approval where terms other than certified check, cashier's check, or money order are required.

RETIREMENT AND SALE/DISPOSAL OF METRA VEHICLES

III. DEFINITIONS

Blue Folder: See glossary

Support Vehicles: See glossary

IV. RESPONSIBILITIES

Fleet Maintenance
Evaluates repair and maintenance histories on a quarterly basis to detect excessive expenses among individual support vehicles. Monitors odometer mileage and age of support vehicles. Recommends retirement and replacement of a vehicle to the Deputy Executive Director before scheduled retirement because of excessive repair and maintenance expenses. Secures title from Contract/Real Estate Management. Informs Director, Professional Services/Contracts and Department Head, General Development, of the need to dispose of Metra-owned vehicles after the approval from the Deputy Executive Director. Provides the vehicle license number(s), vehicle identification number(s), location(s), fixed asset number(s) and applicable account codes, vehicle title, keys, funding source of original purchase (grant and project or operating), and out-of-service date.

Deputy Executive Director
Exercises overall control over the functions of Fleet Maintenance. Approves all retirements and disposal of vehicles.

Professional Services/Contracts
Receives vehicle information, title, keys, and requisition form. Prepares solicitation for bid documents. Advertises publicly for bids. Receives, opens, reads, and records bids received. Prepares documentation for the approval of the sale to the successful bidder. Notifies all necessary Departments/Divisions/Offices of award. Maintains documentation of all transactions.

Controller
Makes adjustments to proper Metra accounts.

General Development
Reviews documentation for capital funded vehicles for disposal. Signs-off on requisition after verifying grant from which asset was purchased with capital funds. Obtains the funding agency's (ies') concurrence for the sale, if required.

Accounting & Financial Systems
Researches fixed asset numbers and account codes, and forwards this information to General Development. Makes adjustments to General Ledger and Fixed Asset Systems, and prepares journal entries to record the disposal of fixed assets. Signs-off on Blue folder approval sheet for the Sale Order.

IV. RESPONSIBILITIES (Continued)

Police Services
Collects the money due to Metra from vehicle purchasers. Forwards all certified checks, cashier's checks, and money orders to Department Head, Treasury and Finance. Receives notice from Materials Management regarding vehicle pick-up date and time. Oversees the removal of vehicles from company premises.

V. INSTRUCTIONS

A. Vehicle Evaluation

Responsibility	Action
Director, Fleet Maintenance	1. Utilize the vehicle information system to monitor vehicle's retirement schedule and to assess its operational feasibility by reviewing: a) the availability of alternative vehicles; b) the purchasing schedule for replacement vehicles; c) the availability of funding for replacement vehicles; and d) funding source regulations.
	2. If determination is made to recommend retirement, inform the Deputy Executive Director of the result of evaluation described above, including other extenuating circumstances and the schedule of appropriate lead time for the requisition process.
Deputy Executive Director	3. Review decisions made by Director, Fleet Maintenance.
Director, Fleet Maintenance	4. Arrange for vehicle to be dealt in accordance with decisions by Deputy Executive Director in Step 3. If vehicle to be retired, proceed to Vehicle Retirement and Disposal, Section B.

RETIREMENT AND SALE/DISPOSAL OF METRA VEHICLES

V. INSTRUCTIONS (Continued)

B. Vehicle Retirement and Disposal

Responsibility	Action
Director, Fleet Maintenance	1. Initiate requisition, describing vehicle(s) to be sold, location(s), vehicle license number(s), vehicle identification number(s), fixed asset number(s), and applicable account code(s) to be credited, funding source of original purchase (grant and project or operating), and the out-of-service date.
	2. Perform on-site verification that Metra vehicle numbers and VIN numbers match the numbers on the vehicle titles and that the keys are assigned to the proper vehicles. Make sure that all Metra property, radios, etc., are removed from the vehicles.
	3. Submit vehicle title(s) and keys to Materials Management Department. Forward requisition and supporting documentation, if any, to General Development.
Department Head, General Development	4. If vehicle was originally purchased through capital funding, obtain the required funding agency's (ies') concurrence for the sale. If appropriate, approve requisition. Forward all documents to the Materials Management Department.
Materials Management Department	5. Receive requisition form. Verify that the required information is adequately supplied. If not, return to Fleet Maintenance for completion or correction.
	6. Ensure that the bid documents are complete, and include clauses stipulating the vehicle to be picked up, the payment procedure for purchase price, and any other terms.
	7. Organize the sale of vehicles according to this procedure.

RETIREMENT AND SALE/DISPOSAL OF METRA VEHICLES

V. INSTRUCTIONS (Continued)

B. Vehicle Retirement and Disposal (cont'd)

Responsibility	Action
Materials Management Department (Continued)	8. Notify the following of impending sale: Controller, Audit, Fleet Maintenance, Risk Management, General Development, and Metra Police Services.
	9. Request insurance requirements based on scope from Risk Management.
Risk Management	10. Receive request from Materials Management Department. Determine the requirements of insurance for bidders. Complete an insurance certificate which documents determination of insurance requirements and forward it to Materials Management Department (see Exhibit III in PU-06-RC, Professional Services Contracts).
Materials Management Department	11. Receive determination of insurance requirement from Risk Management. If insurance requirement is determined to be unnecessary, then delete this exhibit.
	12. Circulate an Invitation for Bid (IFB) with vendor list to the Requisitioner/User and Risk Management. Concurrently, advertise the IFB in a newspaper of general circulation. Send a notice to each potential bidder on the vendor list.
	13. Solicit Invitation for bids.
	14. Receive all bids and, at the time and day of the announced bid opening, open bids publicly, read aloud and record on Bid/Proposal Tabulation form (RC737) (See Exhibit I in PU-04-RC, Informal Quotations and Award).

RETIREMENT AND SALE/DISPOSAL OF METRA VEHICLES

V. INSTRUCTIONS (Continued)

B. Vehicle Retirement and Disposal (cont'd)

Responsibility	Action
Materials Management Department (Continued)	15. Review bids to evaluate for compliance to bid document's requirements.
	16. When necessary, submit technical information to Fleet Maintenance for review regarding conformance to technical specifications.
Fleet Maintenance	17. Review technical data and complete the technical evaluation for the bidders which are responsive to the technical specifications. Include a brief explanation detailing how non-responsive bidders failed to comply with the technical specifications. Forward the technical evaluation to the Materials Management Department.
Materials Management Department	18. Determine the highest responsive and responsible bidder. Prepare the Sale Order (see Exhibit I) for approval. Include all appropriate documents. Follow the distribution for approval as directed in the Blue Folder process.
	19. Once all documentation is in the Blue Folder, internally route as set forth on the Routing Slip (See Exhibit VII in PU-06-RC, Professional Services Contracts).
	20. Forward to General Development for review and to obtain concurrence from funding agency(ies), as appropriate.
General Development	21. Obtain funding agency's (ies') concurrence for disposal, if necessary. Forward to Controller.
Controller	22. Review Blue Folder, and sign off on Sale Order. Forward to Law Department.

RETIREMENT AND SALE/DISPOSAL OF METRA VEHICLES

V. INSTRUCTIONS (Continued)

B. Vehicle Retirement and Disposal (cont'd)

Responsibility	Action
Law Department	23. Review all relevant documentation for legal compliance. Return to Materials Management Department.
Materials Management Department	24. Present Blue Folder documentation and Sale Order to Deputy Executive Director for concurrence.
Deputy Executive Director	25. Review and concur on all Sale Orders and forward to Executive Director for approval.
Executive Director	26. Review as the final authority on all Sale Orders presented by the Deputy Director and/or his designee per FI-02-RC.
Materials Management Department	27. Receive Sale Order approvals. Issue Sale Order to successful bidder and distribute copies of approved Sale Order.
Police Services	28. Collect all certified checks, cashier's checks, and money orders prior to the release of vehicles and forward original to the Director, Treasury, with a copy to Materials Management Department.
Controller	29. Perform the following activities related to the sale of Metra vehicles. a) Receive documentation. b) Match payments received to the Sale Order (RC99044). c) Ensure payments are credited to appropriate accounts. d) Notify General Development of the amount received and the accounts credited. e) Make proper adjustment to the General and Fixed Asset System. Prepare journal entries to record the disposal of fixed assets.

RETIREMENT AND SALE/DISPOSAL OF METRA VEHICLES

V. INSTRUCTIONS (Continued)

B. Vehicle Retirement and Disposal (cont'd)

Responsibility	Action
Materials Management Department	30. Notify successful bidder to take possession of property. File Sale Order.
	31. Coordinate pick-up of vehicles with Metra Police Services, successful bidder, and Fleet Maintenance.
	32. Ensure titles and keys are matched with vehicles.

PURCHASE ORDER

PAGE _____ OF _____

Northeast Illinois Regional Commuter Railroad Corporation
D/B/A Metra
547 W. Jackson Blvd.
Chicago, Illinois 60661

[illegible]

NOTICE TO VENDOR FOR PROMPT PAYMENT:
Send your invoice (in duplicate) to Metra, 547 W. Jackson Blvd., Attn: Accounts Payable, indicate Metra P.O. and Item # on the invoice, all shipping papers & each container. Inside delivery unless otherwise specified.

DATE	PURCHASE ORDER NO.
11/16/2005	356504
DELIVERY REQUIRED BY	**BUYER (312) 322-6674**
10/31/2005	ROBERT RICH
F O B	**PAYMENT TERMS**
ORIGIN, F/A	0% NET 20 DISC 0

SHIP TO:
METRA-FLEET MAINTENANCE
547 W. JACKSON BLVD.- 6E
CHICAGO IL 60661

ITEM NO.	QTY. ORDERED	U/M	METRA STOCK CODE	DESCRIPTION	UNIT PRICE	EXTENSION
001	1	EA	- - 35	SHIP DATE: 10/31/2005 SALES ORDER FOR THE FOLLOWING VEHICLE: 90654 1996 FORD TAURUS 1FALP5223TG240671 PLEASE FORWARD A CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER TO THE OFFICE OF, CHIEF OF POLICE, ATTENTION: MR. FRED LEONARD, AT 547 W. JACKSON BLVD., CHICAGO, IL. 60661. THIS PAYMENT SHOULD BE MADE OUT TO "NORTHEAST ILLINOIS RAILROAD CORPORATION" IN THE SUM INDICATED ON THE SALES ORDER. METRA WILL NOTIFY YOU IN WRITING THAT THE FUNDS ARE RECEIVED. THE MATERIAL WILL NOT BE RELEASED UNTIL THE FUNDS ARE RECEIVED. METRA WILL NOTIFY YOUR FIRM IN WRITING THAT ARRANGEMENTS CAN BE MADE WITH,	* 855.55	1 855.55

PU-17-RC
Exhibit I
Page 1 of 4

DEPARTMENT	REQUISITION/QUOTATION		P.O. TOTAL
FLEE	RQ3509	**Metra is exempt from state and local taxes. The contractor certifies that no excise taxes are included in prices unless required under federal law for tax exempt entities.**	

This purchase order expressly limits acceptance to the terms stated herein, set forth on the reverse side hereof. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

ORDINANCE NO. NIRC 94-1 DATE 9-20-1994 SIGNATURE See pg.4 of 4 DATE _____

RC 329 (3-91)

PROCUREMENT

PAGE _____ OF _____

Nort[illegible]t Illinois Regional Commuter Railroad Corporation
D/B/A Metra
547 W. Jackson Blvd.
Chicago, Illinois 60661

[illegible]

NOTICE TO VENDOR FOR PROMPT PAYMENT:
Send your invoice (in duplicate) to Metra, 547 W. Jackson Blvd., Attn: Accounts Payable, indicate Metra P.O. and Item # on the invoice, all shipping papers & each container. Inside delivery unless otherwise specified.

DATE	PURCHASE ORDER NO.
11/16/2005	[illegible]504
DELIVERY REQUIRED BY	**BUYER** (312) 322-6674 ROBERT RICH
12/31/2005	
F O B	**PAYMENT TERMS**
ORIGIN, F/A	0% NET 20 DISC 0

SHIP TO:
METRA-FLEET MAINTENANCE
547 W. JACKSON BLVD.- 6E
CHICAGO IL 60661

ITEM NO.	QTY. ORDERED	U/M	METRA STOCK CODE	DESCRIPTION	UNIT PRICE	EXTENSION
				MR. BRUCE DARIN AT (312) 322-6655, FOR SPECIFIC ARRANGEMENTS. METRA REQUESTS (72) HOURS NOTICE PRIOR TO PICKUP. MR. DARIN WILL ADVISE METRA'S POLICE SERVICES OF THESE ARRANGEMENTS. VENDOR CONTACT: BRIAN LAGIGLIA (708) 301-4777 NOTE: NO WORK CAN BE PERFORMED UNDER THIS CONTRACT UNTIL THE REQUIRED INSURANCE (SEE EXHIBIT II) CERTIFICATES ARE ON FILE AND APPROVED IN WRITING. SEND CERTIFICATES TO : MR. BOB RICH PROF. SERVICES, 11TH FLOOR METRA 547 W. JACKSON BLVD. CHICAGO, IL 60661		

PU-17-RC
Exhibit I
Page 2 of 4

DEPARTMENT	REQUISITION/QUOTATION		P.O. TOTAL
FLEE	R03539	**Metra is exempt from state and local taxes. The contractor certifies that no excise taxes are included in prices unless required under federal law for tax exempt entities.**	

This purchase order expressly limits acceptance to the terms stated herein, set forth on the reverse side hereof. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

ORDINANCE NO. NTRC 94-1 DATE 9-23-1994 SIGNATURE See Pg. 4 of 4 DATE

RC 329 (3-91)

PROCUREMENT

PURCHASE ORDER

PAGE _____ OF _____

Northeast Illinois Regional Commuter Railroad Corporation
D/B/A Metra
547 W. Jackson Blvd.
Chicago, Illinois 60661

[illegible]

NOTICE TO VENDOR FOR PROMPT PAYMENT:
Send your Invoice (in duplicate) to Metra, 547 W. Jackson Blvd., Attn: Accounts Payable, indicate Metra P.O. and Item # on the Invoice, all shipping papers & each container. Inside delivery unless otherwise specified.

DATE	PURCHASE ORDER NO.
11/16/2005	S56504
DELIVERY REQUIRED BY	BUYER (312) 322-6674
10/31/2005	ROBERT RICH
F O B	PAYMENT TERMS
ORIGIN, F/A	0% NET 20 DISC 0

SHIP TO:
METRA-FLEET MAINTENANCE
547 W. JACKSON BLVD.- 6E
CHICAGO IL 60661

ITEM NO.	QTY. ORDERED	U/M	METRA STOCK CODE	DESCRIPTION	UNIT PRICE	EXTENSION
				IF YOU HAVE ANY QUESTIONS CONCERNING THE INSURANCE, PLEASE CONTACT MR. KERRY BRUNETTE AT (312) 322-6991. ASSURE THAT THE SALES ORDER NUMBER IS INDICATED ON THE INSURANCE CERTIFICATE. (remainder of this page is intentionally left blank)		

PU-17-RC
Exhibit I
Page 3 of 4

DEPARTMENT	REQUISITION/QUOTATION		P.O. TOTAL
FLEE	R03309	Metra is exempt from state and local taxes. The contractor certifies that no excise taxes are included in prices unless required under federal law for tax exempt entities.	

This purchase order expressly limits acceptance to the terms stated herein, set forth on the reverse side hereof. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

ORDINANCE NO. NLRC 94-1 DATE 5-20-1994 SIGNATURE See pg 4 of 4 DATE _____

RC 329 (3-91)

PROCUREMENT

PAGE _____ OF _____

North . Illinois Regional Commuter Railroad Corporation
D/B/A Metra
547 W. Jackson Blvd.
Chicago, Illinois 60661

[illegible]

NOTICE TO VENDOR FOR PROMPT PAYMENT:
Send your invoice (in duplicate) to Metra, 547 W. Jackson Blvd., Attn: Accounts Payable, indicate Metra P.O. and Item # on the invoice, all shipping papers & each container. Inside delivery unless otherwise specified.

DATE	PURCHASE ORDER NO.
11/16/2005	556504
DELIVERY REQUIRED BY	**BUYER** (312) 322-6679
10/31/2005	ROBERT RICH
F O B	**PAYMENT TERMS**
ORIGIN, F/A	0% NET 20 DISC 0

SHIP TO:
METRA-FLEET MAINTENANCE
547 W. JACKSON BLVD.- 6E
CHICAGO IL 60661

ITEM NO.	QTY. ORDERED	U/M	METRA STOCK CODE	DESCRIPTION	UNIT PRICE	EXTENSION
				THE FOLLOWING EXHIBIT(S) IS/ARE ATTACHED HERETO AND MADE A PART HEREOF: EXHIBIT 1 - INVITATION FOR BID NO. 03309 HEREBY ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS SALES ORDER AND ABOVE MENTIONED EXHIBIT(S): COMPANY NAME: _____ BY (SIGNATURE): _____ TITLE: _____ DATE: _____		

PU-17-RC
Exhibit I
Page 4 of 4

DEPARTMENT	REQUISITION/QUOTATION		P.O. TOTAL
FLEE	R03309	Metra is exempt from state and local taxes. The contractor certifies that no excise taxes are included in prices unless required under federal law for tax exempt entities.	$ 855.55

This purchase order expressly limits acceptance to the terms stated herein, set forth on the reverse side hereof. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

ORDINANCE NO. M&C 14-1 DATE 9-20-1994 SIGNATURE _____ DATE 12/9/05

PROCUREMENT

RC 329 (3-91)

DISPOSAL OF MATERIAL AND EQUIPMENT

I. PURPOSE

This procedure contains policies and instructions for the sale and disposal of items declared surplus or unnecessary to the mission of Metra. This procedure does not include the process for the retirement and disposal of Metra support vehicles (see PU-17-RC).

II. POLICY

All items such as, but not limited to, rolling stock, machine tools, materials, and computer equipment will be sold by a formal competitive bid process.

The guidelines established herein apply to all departments, divisions, and offices of Metra, and are to be strictly adhered to in the control, sale, reporting and release of items that require disposal. Metra employees and members of their families are not permitted to participate in the purchase of corporate property.

All one-time sales of material and equipment will be released upon receipt of certified check, cashier's check, or money order. All successful bidders will be subject to credit approval where terms other than certified check, cashier's check, or money order are required.

Metra seeks to guard itself against unauthorized removal of its property by utilizing, wherever feasible, the Police Services at the time of pick-up. Metra permits pick-up by purchasers only after Metra notifies its police official and the purchaser(s) about the pick-up, the requisite documentation has been completed, and full payment has been made by the purchaser. Police Services should make every endeavor to accommodate such requests by suitable adjustments of their time schedule to facilitate their presence at the time of pick up.

For blanket sale orders of scrap, only two methods of payment are allowed: 1) If the sale order requires purchaser invoicing for payment, purchaser should be required to provide weight tickets, if appropriate, to the originating department/storekeeper within five *(5)* working days from the date of shipment. Payment is due from purchaser in accordance with the terms delineated in the Sale Order (see Exhibit I in PU-17-RC, Retirement and Disposal of Metra Vehicles); or 2) If the sale order requires no invoicing for payment, purchaser payment is due twenty (20) days from the date of shipment with weight tickets forwarded with payment to Treasury and Finance Department. The sale order should specify only one method of payment. In order to safeguard Metra's interest, payment procedure #2 should be utilized to the fullest extent feasible while soliciting bids. The notification of police officials is necessary to verify weight for copper, brass, high grade steel, and other forms of high value scrap materials.

DISPOSAL OF MATERIAL AND EQUIPMENT

III. DEFINITIONS

Blue Folder: See glossary

Family: See glossary

Obsolete: See glossary

Salvage: See glossary

Scrap: See glossary

Surplus: See glossary

IV. RESPONSIBILITIES

Requisitioner/User
Informs Professional Services/Contracts and General Development, if necessary, of the need to dispose of company owned property, providing a description of the property, quantity, location(s), fixed asset numbers (if applicable), applicable account codes, funding source of original purchase (grant and project or operating), useful life, the date (month and year) that original property was placed into service, and the out-of-service date (month and year), where applicable. Compiles list of officials authorized at various locations to prepare release form and notifies purchasers of pick-up as appropriate. Estimates market value of single-item equipment. Notifies Police Services of pick-up date and time of scrap material/equipment. Describes the material to be sold in specific detail.

General Development
Reviews documentation for grant funded materials or equipment awaiting disposal. Signs off on requisition after verifying grant from which asset was purchased with capital funds. Obtains funding agency(ies) concurrence for the sale, if required.

Professional Service/Contracts
Receives material/equipment information and Requisition form. Prepares solicitation for bid documents. Advertises publicly for bids. Receives, opens, reads, and records bids received. Prepares documentation for the approval of the sale to the successful bidder. Notifies all necessary Departments/Divisions/Offices of award. Maintains documentation of all transactions.

Accounting and Financial Systems
Researches fixed asset numbers, as applicable, and account codes and forwards this information to General Development. Makes adjustments to General Ledger and Fixed Asset Systems, as applicable, and prepares journal entries to record the disposal of fixed assets. Signs off on "blue-folder" approval sheet for Sale Order.

DISPOSAL OF MATERIAL AND EQUIPMENT

IV. RESPONSIBILITIES (Continued)

Controller

Reviews all accounts where credit terms are established prior to the release of corporate property. Makes adjustments to proper Metra accounts. Collects the money due to Metra from Purchasers for blanket sale orders. Forwards all certified checks, cashier's checks, and money orders to Director, Treasury.

Police Services

Receives notice from Storekeeper regarding scrap material's pick-up date and time. Oversees the removal of scrap material from company premises. Accommodates requests to the maximum extent possible. Conducts spot checks of weight tickets at purchaser' s scales. Collects the money due to Metra from purchasers in C.O.D. sales unless otherwise indicated in Sale Order. Forwards all certified checks, cashier's checks, and money orders to Director, Treasury.

Materials Management

Monitors timely and accurate submission of Sale Orders Releases and other required documents by storekeepers. Resolves discrepancies noted in Sale Order Releases and/or weight tickets. Inputs Sale Order information into the Sale Order computer system. Notifies Police Services of pick-up date and time of scrap material/equipment.

V. INSTRUCTIONS

A. One Time Disposal of Material & Equipment

Responsibility	Action
Requisitioner/User	1. Submit Requisition form to Materials Management Department, describing material to be scrapped, quantity, locations, project, fixed asset numbers (if applicable), and applicable account codes to be credited (if known), funding source of original purchase (grant and project or operating), the useful life, the date (month and year) the original property was placed into service, the out-of-service date (month and year), where applicable, and the estimated market value (unless commodity material). Send Requisition and supporting documents, if any, to General Development.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

A. One Time Disposal of Material & Equipment (cont'd)

Responsibility	Action
General Development	2. If material/equipment was originally purchased through capital funds, obtain the required funding agency's concurrence for the sale, if appropriate. Approve requisition. Forward all documents to Materials Management Department.
Materials Management Department	3. Receive Requisition and verify that the required information is adequately supplied. If not, return to Requisitioner/User for completion or correction.
	4. Ensure that the bid documents are complete and include clauses stipulating: the time, place and method of reporting the weights, material/equipment to be picked up, payment procedure, and any other terms.
	5. Organize the sale of material as per this procedure.
	6. Notify the following of the impending sale: Controller; Director, Audit; Requisitioner/User; Director, Risk Management; General Development; and Metra Police Services.
	7. Request insurance requirements based on scope from Risk Management.
Risk Management	8. Receive request from Materials Management Department. Determine the requirements of insurance for Bidders. Complete an insurance certificate which documents determination of insurance requirements and forward it to Materials Management Department (see Exhibit III in PU-06-RC, Professional Services Contracts).

V. INSTRUCTIONS (Continued)

A. One Time Disposal of Material & Equipment (cont'd)

Responsibility	Action
Materials Management Department	9. Receive determination of insurance requirement from Risk Management. If insurance requirement is determined to be unnecessary, then delete this exhibit.
	10. Circulate an Invitation for Bid (IFB) with vendor list to the Requisitioner/User and Risk Management. Concurrently, advertise the IFB in a newspaper of general circulation. Send a notice to each potential Bidder on the vendor list.
	11. Solicit Invitation for Bids.
	12. Receive all bids and at the time and day of the announced bid opening, open bids publicly, read aloud, and record on Bid/Proposal Tabulation form (RC737) (see Exhibit I in PU-04-RC, Informal Quotations and Award).
	13. Review bid to evaluate for compliance to bid document's requirements.
	14. When necessary, submit technical information to Requisitioner/User for review regarding conformance to technical specifications.
Requisitioner/User	15. Review technical data and complete the technical evaluation for the bidders which are responsive to the technical specifications. Include a brief explanation detailing how non-responsive bidders failed to comply with the technical specifications. Forward the technical evaluation to the Materials Management Department.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

A. One Time Disposal of Material & Equipment (cont'd)

Responsibility	Action
Materials Management Department	16. Determine the highest responsive and responsible bidder. Prepare the Sale Order, (see Exhibit I in PU-17-RC, Retirement and Disposal of Metra Vehicles) for approval. Include all appropriate documents. Follow the distribution for approval as directed in the Blue Folder process.
	17. Once all documentation is in the Blue Folder, internally route as set forth on the Routing Slip (see Exhibit VII in PU-06-RC, Professional Services Contracts).
	18. Forward to General Development for review and to obtain concurrence from funding agency's (ies), as appropriate.
General Development	19. Obtain funding agency's) concurrence for disposal, if necessary. Forward to the Controller.
Controller	20. Review Blue Folder, and sign off on Sale Order. Forward to Materials Management Department.
Materials Management Department	21. Present Blue Folder documentation and Sale Order to Deputy Executive Director for concurrence.
Deputy Executive Director	22. Review and concur on all Sale Orders and forward to Executive Director for approval.
Executive Director	23. Review as the final authority on all Sale Orders presented by the Deputy Director and/or his designee per FI-02-RC.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

A. One Time Disposal of Material & Equipment (cont'd)

Responsibility	Action
Materials Management Department	24. Receive Sale Order approvals. Issue Sale Order to successful bidder and distribute copies of approved Sale Order.
Requisitioner/User/ Storekeeper	25. Sign Sale Order, listing all material and/or equipment to be picked up.
Materials Management Department	26. Notify successful bidder to take possession of property. File Sales Order (see Exhibit I in PU-17-RC, Retirement and Disposal of Metra Vehicles).
Police Services	27. Collect all certified checks, cashier's checks, and money orders prior to the release of materials, and forward to the Controller.
Materials Management Department	28. Verify that payment has been made by Purchaser before pick-up.
	29. Coordinate pick-up of property with Police Services and successful bidder.
Materials Management Department and/or Metra Police Services	30. Perform the following during the pick-up and removal of property sold by Metra: a) Ensure that the property and quantity being removed by successful bidder is authorized by the Sale Order. b) Obtain proper acknowledgement on Sale Order from the driver of purchaser's vehicle.
Materials Management Department	31. Forward Sale Order documents appropriately.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

A. One Time Disposal of Material & Equipment (cont'd)

Responsibility	Action
Controller	32. Receive Sale Order documentation and perform the following: a) Match payments received to the documents sent by the Materials Management Department. b) Ensure payments are credited to appropriate accounts. c) Advise General Development if grant money is involved. d) Make proper adjustments to the General Ledger and Fixed Asset System. Prepare journal entries to record the disposal of fixed assets.

B. Disposal of Property Through Blanket Sale Order

Responsibility	Action
Requisitioner/User	1. Submit Requisition to Materials Management Department describing material to be scrapped, quantity, locations, fixed asset numbers (if applicable), timing, and applicable account codes to be credited (if known), and the funding source of original purchase (grant and project or operating). Send Requisition and supporting documents, if any, to General Development.
General Development	2. If material/equipment was originally purchased through capital funds, obtain the required funding agency's (ies) concurrence for the sale if appropriate. Approve requisition. Forward all documents to Materials Management Department.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

B. Disposal of Property Through Blanket Sale Order (cont'd)

Responsibility	Action
Materials Management Department	3. Receive Requisition and verify that the required information is adequately supplied. If not, return to Requisitioner/User for completion or correction.
	4. Ensure that the bid documents are complete and include clauses stipulating: the time, place and method of reporting the weights, material/equipment to be picked up, payment procedure, and any other terms.
	5. Organize the sale of material as per this procedure.
	6. Notify the following of the impending sale: Controller; Director, Audit; Requisitioner/User; Director, Risk Management; General Development; and Metra Police Services.
	7. Request insurance requirements based on scope from Risk Management.
Risk Management	8. Receive request from Materials Management Department. Determine the requirement of insurance for bidders. Complete an insurance certificate which documents determination of insurance requirements and send to Materials Management Department.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

B. Disposal of Property Through Blanket Sale Order (cont'd)

Responsibility	Action
Materials Management Department	9. Receive determination of insurance requirement from Risk Management. If insurance requirement is determined to be unnecessary, then delete this exhibit.
	10. Circulate an Invitation for Bid (IFB) with vendor list to the Requisitioner/User and Risk Management. Concurrently, advertise the IFB in a newspaper of general circulation. Include a fax number for solicitations. Send a notice to each potential bidder on the vendor list.
	11. Solicit Invitations For Bid (RC75, see Exhibit II in PU-04-RC, Informal Quotations and Award).
	12. Review all bids and at the time and day of the announced bid opening, open bids publicly, read aloud, and record on Bid/Proposal Tabulation form (RC737, see Exhibit I in PU-04-Informal Quotations and Award).
	13. Review bid to evaluate for compliance to bid documents' requirements.
	14. When necessary, submit technical information to Requisitioner/User for review in regard to conformance to technical specifications. Use Technical Evaluation form (see Exhibit II in PU-05-RC, Formal Quotations and Award).

V. INSTRUCTIONS (Continued)

B. Disposal of Property Through Blanket Sale Order (cont'd)

Responsibility	Action
Requisitioner/User	15. Review technical data and complete the Technical Evaluation form (see Exhibit II in PU-05-RC, Formal Quotations and Award) for the bidders that are responsive to the technical specifications. Include a brief explanation detailing how non-responsive bidders failed to comply with the technical specifications. Forward technical evaluations to Materials Management Department
Materials Management Department	16. Determine the highest responsive and responsible bidder. Prepare the Sale Order (see Exhibit I in PU-17-RC,Retirement and Disposal of Metra Vehicles) for approval. Include all appropriate documents. Follow the distribution for approval as directed in the Blue Folder process.
	17. Once all documentation is in the Blue Folder, internally route as set forth on the Routing Slip (see Exhibit VII in PU-06-RC, Professional Services Contracts).
	18. If necessary, request Controller to conduct a credit check of successful bidder. Inquire of Accounts Receivable for any significant outstanding receivable amount of winning bidder. If no credit check is required, proceed to step 21.
Controller	19. Respond to inquiry of Materials Management Department with history of payments and/or outstanding receivables by respective purchaser.
Materials Management Department	20. Compile results of credit check, if necessary. If credit is not satisfactory, select next highest responsive and responsible bidder. Return to Step 16.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

B. Disposal of Property Through Blanket Sale Order (cont'd)

Responsibility	Action
Materials Management Department (Continued)	21. Forward to General Development for review and to obtain concurrence from funding agency(ies), as appropriate.
General Development	22. Obtain funding agency's concurrence for disposal, if necessary. Forward to the Controller.
Controller	23. Review Blue Folder, and sign off on Sale Order. Forward to Law Department.
Law Department	24. Review all relevant documentation for legal compliance. Forward back to Materials Management Department.
Materials Management Department	25. Present Blue Folder documentation and Sale Order to Deputy Executive Director for approval.
Deputy Executive Director	26. Review and concur on all Sale Orders. Forward to Executive Director for concurrence.
Executive Director	27. Review as the final approval authority on all Sale Orders presented by the Deputy Executive Director and/or his designee per FI-02-RC.
Materials Management Department	28. Receive Sale Order approvals. Issue Blanket Sale Order to successful bidder and distribute copies of approved Blanket Sale Order.
Requisitioner/User/ Storekeeper	29. Centralize all materials and/or equipment for removal by purchaser. Record on the Sale Order the exact description of the material for easy tracking on a commercial rate index. Advise Storekeeper to notify scrap purchaser for pick-up.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

B. Disposal of Property Through Blanket Sale Order (cont'd)

Responsibility	Action
Storekeeper	30. Call scrap purchaser and request that a pick-up be made.
	31. After receiving notice of pick-up time and date, inform Metra Police Services of the time and place of property removal from company premises. This step only pertains to copper, brass, high grade steel, and other forms of high value scrap materials.
Materials Management Department	32. Use a copy of original Sale Order and stamp it as a Release. (Hereinafter labeled as "Sale Order Release"). Forward to the Storekeeper.
Storekeeper	33. Ensure that the property and quantity being removed by the successful bidder is authorized by the Sale Order Release. a) Obtain proper acknowledgement on the Sale Order Release form from the driver of the purchaser's vehicle. b) Collect any weight bills or manifests.
Police Services	34. Receive information about the date, time, & place of pick-up from Storekeeper. Make every effort to assign security personnel to witness the pick-up by the purchaser.
	35. If assigned, observe the loading and removal of the property from the premises. Spot check weight ticket at purchaser scales.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

B. Disposal of Property Through Blanket Sale Order (cont'd)

Responsibility	Action
Storekeeper	36. Forward documentation, including pink and blue copy of Sale Order Release, weight or estimate (if material is being sold by weight and the weight can be determined or estimated), and the scale ticket(s), to the Materials Management Department. Forward white Sale Order Release to Purchaser. Retain yellow copy in Storehouse's file.
Materials Management Department	37. Input appropriate information into the Sale Order computer system. Send pink copy of Sale Order Release weight tickets, if any, to Controller.
Controller	38. If weight is exactly determined, go to step 39. If weight is estimated, go to step 40.
	39. If Sale Order Release describes exact weight and prices of scrap to be sold, do the following: a) If any documentation which should accompany the Sale Order Release, as specified in step 36, has not been completed and received within the terms of the Sale Order, immediately advise Materials Management Department. b) Match scale tickets with the Sale Order/Release, verify the validity of price and extensions, prepare invoice based on documentation received, and interface to Accounts Receivable System. c) If discrepancies exist in prices and weights, forward discrepancy to the Materials Management Department.
Materials Management Department	40. Upon request from Controller in step 39a) or 39c), investigate reported discrepancies. Return results of investigation to the Controller.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

B. Disposal of Property Through Blanket Sale Order (cont'd)

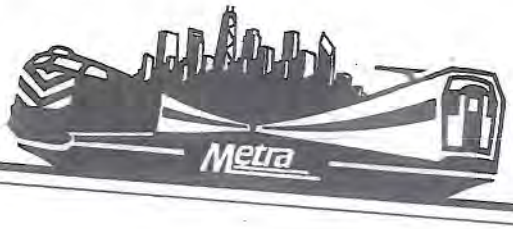
Responsibility	Action
Controller	41. Receive results of investigation of discrepancies from Materials Management Department. Verify its appropriateness. Prepare an adjusting invoice, if required.
	42. Ensure that the scrap sale and subsequent payment is credited to appropriate accounts.
	43. Advise General Development if capital money is involved.
	44. If no payments have been received within twenty (20) days following invoice, immediately advise the Materials Management Department.
	45. Make adjustments to General Financial Systems and Fixed Asset System. Prepare journal entries to record the disposal of fixed assets.
	46. If exact value of scrap sale is not known upon release: a) Receive copies of Sale Order Release from the Storekeeper. b) Receive payments and scale tickets from purchaser. Verify and/or reconcile scale tickets to Sale Order Release and purchaser's payments. Determine the validity of price index and extended values submitted by the purchaser. c) If discrepancies exist in prices and weights, forward discrepancy to the Materials Management Department and request additional information.

DISPOSAL OF MATERIAL AND EQUIPMENT

V. INSTRUCTIONS (Continued)

B. Disposal of Property Through Blanket Sale Order (cont'd)

Responsibility	Action
Materials Management Department	47. Upon request from the Controller in step 46c), investigate reported discrepancies. Return results of investigation to Controller.
Controller	48. Receive results of investigation from the Materials Management Department. Verify its appropriateness.
	49. Ensure payments are credited to appropriate accounts.
	50. Advise General Development, if capital money is involved.
	51. If payments and/or weight tickets have not been received within twenty (20) days after the date of shipment/pick-up, immediately advise the Materials Management Department.
	52. Upon notice of completed sale transaction, make adjustments to General Ledger and Fixed Asset System. Prepare journal entries to record the disposal of fixed assets.
Materials Management Department	53. On receipt of advice of non-payment from Controller: a) (In step 39 scenario only.) Inquire of purchaser for causes of late transmittal of weight tickets and/or payment. b) If necessary, notify the storehouses and/or requisitioner/user to suspend further pick-ups or releases. c) Contact the General Counsel to initiate appropriate action to enforce the contract for recovering payment from the purchaser. (See PU-12-RC for termination of contracts, if necessary) d) Advise Controller of the action taken.



FROM: JOHN A. MILANO, SENIOR ASSOCIATE GENERAL COUNSEL

Tel: 312.322.7445 Cell: 312.650.0230
Fax: 312.322.6698
Email: jmilano@metrarr.com

Date: 8/16/07

File:

TO: L Flood G Leonard P Kisielius
C Cummons J Groner

RE: FTA Excess Property

REMARKS:

Per our prior discussions, Phil's signed copy.

☐ TURN OVER

Adm Use Only ☐ Copy & Return ☐ Create File ☐ Copy & File ☐ Return Original

EXCESS REAL PROPERTY INVENTORY AND UTILIZATION PLAN: FEDERALLY FUNDED PROPERTY

This plan states Metra's requirements for: (a) advising the Federal Transit Administration ("FTA") when property is removed from the service originally intended at grant approval and put to additional or substitute purposes; (2) documenting the justification for a determination that property is deemed to be excess; (3) the information that must be included in the inventory list of excess real property acquired with FTA grant funds; (4) the permissible alternative use or disposition of excess property; and (5) the sales procedures to sell excess real property acquired with FTA grant funds.

I. Determination that Property Acquired With FTA Grant Funds Is Excess

"Excess real property" is land (or an easement or other permanent interest in land) that was acquired using any FTA grant funds and is no longer needed for the approved project. When real property is determined to be excess, a memorandum should be prepared by the General Counsel and sent to Director of General Development documenting the reasons why the property has been determined to be excess. The reasons may include, but not limited to:

A. The parcel, when purchased, exceeded Metra's need (uneconomic remnant, purchased to logical boundary, part of administrative settlement, etc.);
B. The intended use of the parcel is no longer possible because of system changes, such as re-alignment; or
C. A portion of the parcel remains unused, will not be used for project purposes in the foreseeable future, and can be sold or otherwise disposed.

In addition to the reason for the determination that the property is excess, the memorandum also should include:

1. A description of the property location;
2. A summary of any conditions on the title;
3. The original acquisition cost and the Federal participation ratio;
4. The FTA grant number;
5. Title appraised value and date;
6. A brief description of any improvements to the property;
7. A description of the current use of the property; and
8. The anticipated disposition or action proposed.

The final decision as to whether the property shall be determined to be excess shall be made by the Executive Director. After that decision is made, the General Counsel shall be responsible

for making sure that the information that is required to be in the memorandum above is included in Metra's Excess Real Property Inventory and Utilization Plan.

II. Notification to FTA

Anytime Metra removes real property acquired with FTA grant funds from the service originally identified in the FTA grant or related application, and intends to use the property for additional or substitute purposes, a memorandum should be sent from the General Counsel to the Director of General Development which identifies:

A. The FTA grant number.
B. The use of the property originally intended at the time of grant application.
C. The proposed additional or substitute usage of the property.

It shall be the responsibility of the General Counsel to obtain the Executive Director's consent to transmit the information package to the FTA.

III. Disposition and Alternative Use Options

A. Seek FTA Guidance

Before any decision is made concerning the disposition or alternative use of excess property, the FTA must be consulted and disposition instructions must be obtained. Director of General Development shall be responsible for contacting the FTA concerning disposition of excess property and documenting the disposition authorization received. The disposition authorization should be recorded in Metra's Excess Real Property Inventory and Utilization Plan.

B. Options

The following are permissible methods of disposing of excess real property and alternative uses:

1. Sell the Property and Reimburse FTA. The reimbursement is based on FTA's share of the fair market value. FTA's share of the fair market value is determined by the percentage of the FTA's participation in the original purchase price times the net sales proceeds.

2. Offset. Sell the property, apply the net sale proceeds to the cost of replacement property under the same program, with any remaining sale proceeds reimbursed to the FTA.

3. Sell and Use the Proceeds for Other Capital Projects. Metra may sell the property, bank the net proceeds and later apply them to reduce the gross project cost of another FTA capital transit project. (Please note that this option is based on the statutory language contained in 49 USC ¶5334(g)(4), which only allows the net sale proceeds to be allowed to reduce the "gross" project costs of another eligible project, and not Metra's share of the costs or some percentage thereof). To utilize this approach, Metra must record receipt of the proceeds in Metra's accounting system in a manner that shows the funds are restricted for use in a subsequent capital project. Furthermore, the proposed use of the proceeds to reduce the gross project cost must be reflected in any subsequent grant application for an eligible project in which the sales proceeds are proposed for use.

4. Sell and Keep the Proceeds in the Open Project. If the grant is still open, the excess property can be sold and the net proceeds can be applied to the original cost of the total real property purchased for the project.

5. Transfer the Property to Another Unit of Local Government for Other Public Purposes. This option requires publication of the availability of the property and a competitive process. There is no certainty that the excess property can be transferred to a particular unit of local government. If this option is selected, guidance must be obtained from the FTA. The US DOT Secretary may authorize such a transfer only if he or she decides:

(A) the asset will remain in public use for at least 5 years after the date the asset is transferred;
(B) there is no transit purpose for which the asset could be used that would otherwise be eligible for federal transit grant assistance.
(C) the overall benefit of allowing the transfer is greater than the interest of the federal government in liquidation and return of the financial interest of the government in the asset, after considering fair market value and other factors; and
(D) through an appropriate screening or survey process, that there is no interest in acquiring the asset for federal government use if the asset is a facility or land. 49 USC ¶5334(h)

IV. Excess Property Sale Policy

The general policy of Metra is to dispose of excess real property at a price no less than its fair appraised value. The marketability of excess property is determined by a number of variables, including size, shape, accessibility, location, demand, and whether Metra's ownership interest is

in fee simple or some lesser interest, such as an easement for transit purposes or pedestrian usage.

There is little demand for small, irregular shaped inaccessible parcels of fee-owned excess land in remote areas where the fair appraised valued may be less than the cost of advertising and conducting a public sale. To initiate such disposals with no assurance of potential bidders is not a prudent expenditure of Metra's resources.

On the other hand, the more desirable fee-owned excess land parcels having appraised values at least exceeding expected sale costs should be offered to disposal, as soon as practicable and in accordance with applicable federal requirements after the date on which construction is completed on an adjacent transit project; or a planned transit project for which such land was acquired is abandoned or relocated; or an existing Metra line or facility for which such land was used is abandoned and is no longer used for Metra purposes.

V. Appraisal Requirements

Section 10(c) of Chapter 1 of FTA Circular C5010.1C, as amended, requires that real property acquired with grant funds must be appraised to establish its value for disposition purposes. Metra will use only appraisers who:

1. hold a valid professional services contract with Metra; and
2. hold a valid Illinois appraiser's license.

Property will be appraised not more than six months before the advertising sale.

VI. Sales Procedures

Dispositions must conform with Metra's enabling Act, 70 ILCS 3615 *et seq*. In addition, federal rules require that the sales procedures used to sell excess real property acquired with FTA grand funds must "provide for competition to the extent practicable and result in the highest possible return". 49 C.F.R. ¶18.31(c)(2). As a general proposition, Metra believes public advertisement and a sealed bid process will maximize competition and generate the highest possible return. It may be appropriate to use a different competitive sale procedure under given circumstances or, in limited circumstances, to proceed with a direct sale where, for example, the property interest has the greatest value to only one land owner, such as the adjacent

land owner or the fee simple landowner. Where a sale procedure is proposed for use other than a publicly advertised sealed bid process, the reasons for that proposal must be documented and use of the alternative procedure approved by the General Counsel and written justification for use of that procedure should be sent to the Executive Director for his approval. A copy of the memoranda and approval will be retained with the other files concerning implementation of this Plan. Sale cannot be made for less than the fair appraised market value of the property. If a sealed bid comes in for less than the documented fair market value, Metra may, seek and use a revised appraisal to determine and document fair market value.

APPROVED: _____
Philip A. Pagano

LIST OF EXCESS FEDERALLY FUNDED REAL PROPERTY INVENTORY

[To be maintained and created by the law department]

SAMPLE STATUS OF SEALED BIDS AND DISPOSITION

[To be maintained and created by the law department]

PROPERTY DESCRIPTION	IFB USED FOR SALE	DATE PROPERTY TRANSACTION SOLD	PROPERTY SOLD FOR FMV OR BETTER?
1.			
2.			

OFFICE SUPPLY REQUISTIONING

I. PURPOSE

This procedure provides policy and instructions for the requisitioning of office supplies by using Department, Division, or Office.

II. POLICY

Office supplies, except staplers and calculators, should be requisitioned using the Non-Durable Office Supply Requisition form, RC13 (Exhibit I). Staplers and calculators should be ordered from the Durable Office Supply Requisition form, RC99046 (Exhibit II).

A Purchase Requisition form, RC73 (Exhibit III), should be submitted when ordering any items not listed on either the Non-Durable Office Supply Requisition, RC13 or Durable Office Supply Requisition, RC99046. The catalog utilized should be listed by the employee of the requesting organizational unit. Ordering will be limited to office supply catalogs supplied by the Administrative Services Division.

Desks, chairs, file cabinets, floor mats, typewriters, etc., are not considered office supplies. These items will be ordered separately on a Purchase Requisition, RC73. See Requisitioning, PU-02-RC.

When a rush requirement will not allow for adequate processing time or an item is not carried by the vendors that were awarded part of the blanket purchase order, the Direct Purchases, PU-13-RC, procedure should be implemented for items valued less than $500.00.

Items construed to be of a personal or extravagant nature (i.e., leather briefcases, wooden in-baskets, etc.) will not be ordered.

Excessive amounts of goods and unnecessary items should not be requisitioned. Requisitions, decisions regarding new replacement, or other alternatives to supply an employee are subject to approval by the Administrative Services Division and will be monitored for compliance.

A properly completed Non-Durable Office Supply Requisition RC13, Durable Office Supply Requisition, RC99046, or Purchase Requisition RC73, is necessary for goods to be released from the stock room or ordered from the appropriate vendor. Incomplete requisitions will be returned to the appropriate party.

The Manager of the Requisitioning Unit must approve the appropriate Office Supply Requisition, RC13 or RC99046, or the Purchase Requisition RC73.

Durable office supplies are associated with an employment position and are transferred to new employees.

OFFICE SUPPLY REQUISTIONING

II. POLICY (Continued)

Requests using Non-Durable Office Supply Requisition RC13, and Durable Office Supply Requisition, RC99046, and Purchase Requisition, RC73, for office supplies should be mailed to the Administrative Services Division with sufficient lead time for review, ordering, and shipping. Orders for stock items will be filled within five days of receipt. Non-stock items will be ordered within five working days of receipt and delivered when received from the vendor.

III. DEFINITIONS

Non-Durable Office Supplies: Items which are consumed and then replaced upon reaching zero quantity.

Durable Office Supplies: Items which do not need replacement and which are identified with an employment position.

IV. RESPONSIBILITIES

A. Organizational Unit

Order Items on RC13 or RC99046 and complete, including dollar amounts. Complete Purchase Requisition, RC73 giving catalog name, item number, description, page number, and unit price for each item ordered. Obtain Requisitioning Manager's approval. Forward to Administrative Services Division.

B. Administrative Services

Keep adequate supply of basic office supplies on hand. Review all requisitions. Consult with requisitioner regarding questionable items, amend the requisition as appropriate and return a copy of amended requisition to requisitioner. Approve all requisitions and process. Distribute supplies. Monitor Blanket Purchase Orders. Monitor corporate usage and expenditures.

OFFICE SUPPLY REQUISTIONING

V. INSTRUCTIONS

Responsibility	Action
Organizational Unit Manager	1. Complete Non-Durable Office Supply Requisition, RC13, Durable Office Supply Requisition, RC14, and/or Purchase Requisition RC73 (see Exhibits I, II, and III). Forward to Administrative Services Division. For requests of non-durable office supplies, include the name, position, location, and telephone number of the employee to be assigned supplies.
Administrative Services	2. Receive and review Office Supply Requisition form (s).
	3. Fill orders from inventory and order remaining items. Substitute comparable items for non-stock requests. Provide explanation for any missing items.
	4. Forward goods to Requisitioners.

NOTE: Orders for stock items (items listed on Office Supply Requisitions, RC13 and RC14) will be filled within five (5) working days of receipt. Non-stock items will be ordered within five (5) working days of receipt and delivered when received from the vendor.

NON-D RABLE
OFFICE SUPPLY REQUISTION FORM

Qty	U/M	Description	Qty	U/M	Description
		PAPER/PADS			**TAPE/GLUE/CORRECTION FLUID**
	RM	Bond Paper		RL	Scotch Tape 3/4"
	PD	Quadrille Pad 4"or10"		RL	Box Tape 2"
	PD	Legal Pad 11 3/4"x 8 1/2" white or yellow		EA	Tape Dispenser Hand Held
	PD	Legal Pad 8"x5 1/2" yellow		EA	Tape Dispenser Desk Top
	PD	Post-It Pad 1 1/2" x 2"		EA	Glue Stick
	PD	Post-It Pad 3"x3"		BT	Correction Fluid "For Everything"
	PD	Post-It Pad 3"x5"			
	PD	Post-It Message Pad			**STAPLES/CLIPS/RUBBER BANDS**
	PD	Pink Message Pad		BX	Staples
	PD	Scratch Pad 4"x6"		EA	Staple Remover
		FILES/FOLDERS/LABELS		DZ	Small Binder Clips
	BX	Manila File Folder Letter or Legal		DZ	Medium Binder Clips
	BX	Manila Letter File Pocket 1" Exp.		DZ	Large Binder Clips
	BX	End Tab Pocket 4" Exp. File		BX	Paper Clips #1 Standard
	BX	Green Hanging Folder Letter or Legal		BX	Paper Clips Jumbo
	BX	Address Labels 1 1/2" x 2 13/16"		BX	Rubberbands #18
	BX	Address Labels 1" x 2 5/8"		BX	Fasteners 2"
	ST	Index Tabs 5 or 8 Tab			
	EA	3-Ring Binder 1",2"or 3" BLACK			
	EA	3-Ring View Binder 1",2"or 3" WHITE			**CALCULATOR TAPE/SCISSORS**
	EA	Pressboard Cover 11" x 8.5" BLUE		RL	Calculator Tape
	EA	Data Binder 12" X 8.5" or 14 7/8" x 11" BLUE		EA	Scissors

Request for Durable Office Supplies / Repair

Complete either Part A or Part B

PART A - FOR REPLACEMENT OF DURABLE ITEMS

Turn in item for possible repair.

Department_____ Location_____

Used By (Position Title)_____

Item Being Replaced ☐ Stapler ☐ Desktop Calculator ☐ Handheld Calculator Serial #_____

Describe Problem_____

PART B - FOR THE ISSUANCE OF DURABLE ITEMS FOR NEW POSITION / EMPLOYEE

Name_____ Date_____

Department_____ Location_____ Phone_____

Items Requested ☐ Stapler ☐ Desktop Calculator ☐ Handheld Calculator

Manager's Signature_____

Note: Only one unit of each item is allowed for each employee.

FOR ADMINISTRATIVE SERVICES USE ONLY

Items Issued_____ Serial #_____

_____ Serial #_____

Date Issued_____ Signature_____

RC99046 (6/95)

EXHIBIT 111
PU-19-RC

R 05490

Metra

PURCHASE REQUISITION

USE TYPEWRITER OR BALLPOINT.
IF BALLPOINT IS USED, PRESS FIRMLY.

1. PROCUREMENT NO.	2. DATE __/__/__
3. DELIVERY REQUIRED BY __/__/__	4. BUYER

CHECK ALL APPLICABLE:

- [ ] STANDARD PURCHASE (P)
- [ ] SOLE SOURCE (S)
- [ ] CAPITAL FUNDED (U)
- [ ] PROFESSIONAL SERVICES (E)
- [ ] REPAIR & RETURN (R)
- [ ] UNIT EXCHANGE (X)
- [ ] CONSTRUCTION (C)
- [ ] MASTER AGREEMENT (M)
- [ ] WARRANTY (W)
- [ ] SALE (O)
- [ ] AMENDMENT (A)
- [ ] CHANGE ORDER (O)
- [ ] BLANKET PURCHASE ORDER (B)
  - BPO TYPE [ ] – STOCK [ ] – NON-STOCK
  - BPO EFFECTIVE DATE __/__/__
  - ESTIMATED NO. RELEASES ____
  - NO. RELEASING SITES ____

6. SHIP TO:

- [ ] 2067 W. 123rd St. (01) Attn: Storekeeper Blue Island, IL 60406
- [ ] 2741 W. Grand Ave. (02) Attn: Storekeeper Chicago, IL 60612
- [ ] 14th St. East of Indiana (03) Attn: Storekeeper Chicago, IL 60605
- [ ] 147 W. 47th St. (04) Attn: Storekeeper Chicago, IL 60609
- [ ] 127th & Indiana Ave. (05) Attn: Storekeeper Chicago, IL 60628
- [ ] 547 W. Jackson Blvd. (06) Attn: Admin. Services 12 Floor East Chicago, IL 60661
- [ ] Other

[ ] 9 EMERGENCY REQUISITION APPROVAL _____

10. FINAL INSPECTION DEPARTMENT

SUGGESTED SOURCES (NAME, ADDRESS AND TELEPHONE NUMBER).

A.	B.	C.	12. PREVIOUS P.O. #

M	14. ACCOUNTING/DISTRIBUTION CODE [ORGANIZATION] [ACCT. DISTRIB. CODE] [PROJECT #]	15. %	16. QTY. NEEDED	17. U/M	18. METRA PART #	19. STATUS	20. DESCRIPTION	21. EST. UNIT PRICE	22. EXTENSION	23. SHIP TO

REQUISITIONING DEPARTMENT: _____

REQUISITIONER'S SIGNATURE _____ APPROVED (DEPT. MGR.) _____

25. REQUISITION APPROVED: BUDGET CHECKED, & AUTHORITY TO EXPEND FUNDS GRANTED BY:

SIGNATURE/PRINTED NAME/DATE _____

26. APPROVED FOR PROCESSING

DIRECTOR OF PROCUREMENT/DATE _____

27. ESTIMATED TOTALS:

METRA ORGANIZATIONAL CONFLICTS OF INTEREST

I. PURPOSE

To describe Metra's policies and procedures in identifying and preventing real or apparent organizational conflicts of interest.

II. POLICY

It is the policy of Metra to avoid, eliminate, or neutralize contractor organizational conflicts of interest. It is the contracting officer's duty to work with the User Departments to identify and plan for potential organizational conflicts of interest before solicitation. The contracting officer may obtain the advice of the legal counsel and the assistance of the User Department in evaluating potential organizational conflicts. With the help of the Multi-Departmental Task Force ("MDTF"), the Director of the Audit Department ("Audit Director") makes the final determination (with the approval of the Executive Director) on the existence of any such conflict, such as an actual or potential organizational conflict of interest, that would result from the award of the contract. The Audit Director will be guided by information submitted by the MDTF and by the Audit Director's own judgment.

Organizational conflict of interest determinations cannot be made automatically or routinely. The application of sound judgment on virtually a case-by-case basis is necessary if the policy is to be applied to satisfy the overall public interest. It is not possible to prescribe in advance a specific method or set of criteria that would serve to identify and resolve all of the organizational conflict of interest situations that might arise. However, examples are provided to guide application of this policy guidance. (See Exhibit I for FTA illustrations.) The ultimate test is as follows: Might the contractor, if awarded the contract, be placed in a position where its judgment may be biased, or where it may have an unfair competitive advantage?

Metra will follow Federal Transit Administration grant requirements that require policies and procedures to identify and prevent real and apparent organizational conflicts of interest. (See FTA. Circular 4220.1F, as amended.) All Metra personnel connected with the selection, award, and administration of contracts should be familiar with this procedure and the rules and examples set forth in 48 CFR 9.5 (Organizational Conflicts of Interest, attached as Exhibit II). Any person, whether an employee of Metra or not, is entitled to raise the question of an organizational conflict of interest. All inquiries and issues should be directed to the Audit Director with a copy of the Materials Management Department Head.

METRA ORGANIZATIONAL CONFLICTS OF INTEREST

II. POLICY (Continued)

A. Criteria for recognizing contractor organizational conflicts of interest.

1. General

a. Two questions will generally be asked in determining whether an actual or potential organizational conflict of interest exists:

(1) Are there conflicting roles which might bias an offeror's or contractor's judgment in relation to its work for Metra?
(2) May the offeror or contractor be given an unfair competitive advantage based on the performance of the contract?

b. Metra's ultimate determination that an organizational conflict of interest exists will be made in light of common sense and good business judgment based upon the relevant facts. While it is difficult to identify and to prescribe in advance a specific method for avoiding all of the various situations or relationships that might involve potential organizational conflicts of interest, Metra personnel should pay particular attention to proposed contractual requirements that call for the rendering of advice, consultation, or evaluation activities, or similar activities that directly lay the groundwork for Metra's decisions on regulatory activities, future procurements, and research programs.

2. Situations or relationships. The following situations or relationships may give rise to an organizational conflict of interest, which may require the contracting officer and the User Department to obtain more information:

a. Where the offeror or contractor evaluates its own products or services, or has been substantially involved in the development or marketing of the products or services of another entity; of
b. Where the award of a contract would result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for Metra, or would result in an unfair competitive advantage for the offeror or contractor.

II. POLICY (Continued)

3. The contracting officer and the User Department may also request specific information from an offeror or contractor or may require special contract clauses such as provided by the Law Department in the following circumstances:

   a. Where the offeror or contractor prepares specifications that are to be used in competitive procurements of products or services covered by the specifications;
   b. Where the offeror or contractor prepares plans for specific approaches or methodologies that are to be incorporated into competitive procurements using the approaches or methodologies;
   c. Where the offeror or contractor is granted access to information not available to the public concerning Metra plans, policies, or programs that could form the basis for a later procurement action;
   d. Where the offeror or contractor is granted access to proprietary information of its competitors; or
   e. Where the award of a contract might result in placing the offeror or contractor in a conflicting role in which its judgment may be biased in relation to its work for Metra or might result in an unfair competitive advantage for the offeror or contractor.

4. The contracting officer and User Departments must pay close attention to the following types of services:

   a. Management support services, including the oversight of other contractors doing work for Metra (e.g., a project management oversight contractor);
   b. Preparation of plans, designs, or specifications for further work or products to be procured by Metra;
   c. Contractor assistance in technical evaluations of other contractor proposals;
   d. Systems engineering and technical work where the contractor has not yet been given overall responsibility for development or production; or
   e. Legal, accounting and other professional services.

METRA ORGANIZATIONAL CONFLICTS OF INTEREST

II. POLICY (Continued)

B. Contract clauses

1. General contract clause. The contracting officer will work with the Law Department to assure that all appropriate contract clauses are included to prevent of avoid an organizational conflict of interest.
2. Other special contract clauses. If it is determined from the nature of the proposed contract that an organizational conflict of interest exists, the MDTF may determine that the conflict can be avoided, or, after obtaining a waiver, neutralized through the use of an appropriate special contract clause. If appropriate, the offeror may negotiate the terms and conditions of these clauses, including the extent and time period of any restriction. These clauses include but are not limited to:

    a. Hardware exclusion clauses which prohibit the acceptance of production contracts following a related non-production contract previously performed by the contractor;
    b. Software exclusion clauses;
    c. Clauses which require the contractor (and certain of its key personnel) to avoid certain organizational conflicts of interest; and
    d. Clauses which provide for protection of confidential data and guard against its unauthorized use.

C. Evaluation, findings, and contract award. If it is initially determined by the Materials Management Department Head that a real or apparent organizational conflict of interest may exist, the Materials Management Department Head shall notify the Audit Director who will call together the MDTF. The MDTF shall then evaluate all relevant facts and information. After evaluating this information, the MDTF shall make a recommendation to the Audit Director about whether an organizational conflict of interest exists with respect to a particular offeror. If the Audit Director, after consulting with the Executive Director, determines that a real or potential conflict of interest exists, the Audit Director shall take one of the following steps:

1. Disqualify the offeror from award for being non-responsible;
2. Avoid or eliminate such conflicts by appropriate measures, including but not limited to, putting advance restrictions on future contracts, or partitioning or consolidating the work scope;
3. Award the contract under the waiver provision below;
4. Take any other step(s) that are in Metra's best interests and/or
5. With the assistance of the Law Department, seek whatever remedies are permitted by law or contract.

METRA ORGANIZATIONAL CONFLICTS OF INTEREST

II. POLICY (Continued)

D. Conflicts identified after award. If potential organizational conflicts of interest are identified after award with respect to a particular contractor and the Materials Management Department Head determines that such a conflict may exist, the Materials Management Department Head will contact the Audit Director, who will contact the MDTF to take every reasonable action to investigate, avoid, eliminate, or, after obtaining a waiver, neutralize the effects of the identified conflict.

E. Waiver. The Audit Director determines if there is a need or if it is appropriate to seek a waiver for specific contract awards. Upon the recommendation of the MDTF and the Audit Director, and after consultation with legal counsel, the Executive Director may waive the organizational conflict of interest in specific cases if he determines that it is in Metra's best interest to do so. The Executive Director will look to criteria including, but not limited to, the following to determine Metra's best interest:

1. The work to be performed under contract is vital to a Metra program;
2. The work cannot be satisfactorily performed except by a contractor whose interests give rise to a question of conflict of interest; and/or
3. Contractual and/or technical review and surveillance methods can be employed by Metra to neutralize the conflict.

F. Approval. The Executive Director shall have final approval of all decisions and actions with respect to any real or potential organizational conflicts of interest.

III. DEFINITIONS

All terms will have these meanings whether or not capitalized:

Affiliate(s): Means business concerns which are affiliates of each other when, either directly of indirectly, one concern or individual controls or has the power to control another, or when a third party controls or has the power to control both.

Bias: Arises when a contractor is placed in a situation where it may have an incentive to distort its advice or decisions. Whenever Metra is awarding a contract that involves the rendering of advice, the question must always be asked as to whether there exists the potential for an organizational conflict of interest for the contractor rendering the advice.

Contract: Means any contractual agreement or other arrangement with Metra.

METRA ORGANIZATIONAL CONFLICTS OF INTEREST

III. DEFINITIONS (Continued)

Contractor: Means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, affiliates thereof, or their successors in interest, including their chief executives, directors, key personnel (identified in the contract), proposed consultants or subcontractors, which are a party to a contract with Metra.

Disclosure Statement: Means any statement that a contractor, who develops environmental impact statements, is required to complete pursuant to any applicable federal funding regulations.

Evaluation activity(ies): Means any effort involving the appraisal of a technology, process, product, or policy.

Offeror: Means any person, firm, unincorporated association, joint venture, co-sponsor, partnership, corporation, or their affiliates or successors in interest, including their chief executives, directors, key personnel, proposed consultants, or subcontractors, submitting a bid or proposal. solicited or unsolicited, to Metra to obtain a contract (or purchase order).

Interested party: Means any person who identifies a potential organizational conflict of interest, including anyone from a User Department and the contracting officer.

Organizational conflict of interest: Means that a relationship exists whereby a contractor or offeror has present or planned interests related to the work to be performed under a Metra contract which:

A. May diminish its capacity to give impartial, technically sound, objective assistance and advice, or may otherwise result in a biased work product; or

B. May result in its being given an unfair competitive advantage.

Potential conflict of interest: Means that a factual situation exists that suggests that an actual conflict of interest may arise from award of a proposed contract. The term "potential conflict of interest" is used to signify those situations that: (a) merit investigation before contract award to ascertain whether award would give rise to an actual conflict; or (b) must be reported to the contracting officer for investigation if they arise during contract performance.

Research: Means any scientific or technical work involving theorectical analysis, exploration, or experimentation.

METRA ORGANIZATIONAL CONFLICTS OF INTEREST

III. DEFINITIONS (Continued)

Subcontractor: Means any subcontractor of any tier who performs work under a contract with Metra.

Technical consulting and management support services: Means assistance to Metra in Metra's formulation or administration of its programs, projects, or policies. These services may normally require that the contractor by given access to proprietary information or to information that has not been made available to the public. These services typically include assistance in the preparation of program plans, preliminary designs, specifications, or statements of work.

Unfair competitive advantage: Occurs most often when a contractor is developing specifications or statements of work that will be used in a future competitive solicitation. The problem most often causing unfair advantage is that of a contractor writing specifications or statements of work around its own corporate competitive strengths or products, and then bidding on those specifications or statements of work. The unfair advantage can be overcome by placing reasonable restrictions on the contractor's involvement in the procurement that will utilize the specifications. Some form of advance restriction (limitation on future contracting) must be agreed to with the contractor as a provision within its consulting contract.

IV. RESPONSIBILITIES

A. Requsitioner/User Department. The Requisitioner/User has the following responsibilities:

- Assists the contracting officer in applying criteria for recognizing contractor organizational conflicts of interest prior to soliciting for services;
- Reviews situations or relationships that may give rise to an organizational conflict of interest and provides expertise to the contracting officer and MDTF;
- Requests specific information from an offeror or contractor, as requested; and
- Participates in the MDTF.

B. Materials Management Department. The Materials Management Department (and the contracting officer) have the following responsibilities:

- Reviews the RFP package and User Department information, if any, prior to the solicitation, and applies criteria for recognizing contractor organizational conflicts of interest;
- Independently reviews situations or relationships that may give rise to an organizational conflict of interest;

IV. RESPONSIBILITIES (Continued)

- Reviews specific information obtained from an offeror or contractor;
- Works with the MDTF and the Law Department to assure that all appropriate contract clauses are included to prevent or avoid an organizational conflict of interest;
- After receiving approval from Audit Director, informs offerors of potential conflict of interest and whether there are any remedies that can be taken to avoid or waive such a conflict;
- Reviews the contracting officer's and the Materials Management Department Head's concern that an organizational conflict of interest may exist;
- Notifies the Audit Director of any potential organizational conflict of interest; and
- Drafts the MDTF report for MDTF members to review.

C. Multi-Departmental Task Force. The MDTF has the following responsibilities:

- Evaluates all relevant facts and information submitted to it to determine whether a real, apparent, or potential organizational conflict of interest exists or should be prevented;
- After evaluating information against the criteria above, makes a written conclusion on whether a real, apparent, or potential organizational conflict of interest exists with respect to a particular offeror, contractor, or solicitation;
- Recommends to the Audit Director what additional steps should be taken; and
- Works with the Audit Director, Law Department, Technical Services Division, Engineering Department, and other relevant departments and divisions.

D. Audit Director. The Audit Director has the following responsibilities:

- Schedules all necessary meetings;
- Participates with the MDTF and notifies the appropriate parties;
- Reviews MDTF's final report and recommendation;
- Informs the Executive Director of MDTF's conclusions and recommendations; and
- Makes a determination if there is a real or potential conflict of interest and what additional steps should be taken if such a conflict exists.

E. Executive Director. The Executive Director has the following responsibilities:

- Reviews findings and recommendations from the Audit Director and the MDTF;
- Approves or denies the findings and recommendations; and

- Approves steps or directs alternatives to prevent, avoid, waive, neutralize, or remedy any organizational conflict of interest.

IV. RESPONSIBILITIES (Continued)

F. Office of General Counsel. The General Counsel has the following responsibilities:

- Provides legal counsel; and
- When appropriate, develops contract clauses to be included in contracts to prevent or avoid an organizational conflict of interest.

V. INSTRUCTIONS

Responsibility	Action
User Department	1. Prior to solicitation, review prior contracts related in work scope to determine if any potential offeror may have an organizational conflict of interest and submit such information to the contracting officer.
	2. Assist the contracting officer in determining if a potential organizational conflict of interest might be created and suggest how to best avoid it.
	3. Prepare the disclosure statement required for contractors consulting on environmental impact statements, if required by federal funding regulations.
Contracting Officer	4. Receive information from the User Department and review it with the Materials Management Department Head.
Materials Management Department Head	5. Determine if there may be a potential conflict of interest question and inform the Audit Director if one exists.
Interested Party	6. Inform the Audit Director and the Materials Management Department Head of a potential conflict of interest.

METRA ORGANIZATIONAL CONFLICTS OF INTEREST

V. INSTRUCTIONS (Continued)

Responsibility	Action
Audit Director	7. Receive notice of a potential organizational conflict of interest from an interested party or the Materials Management Department Head.
	8. Immediately notify the General Development Department Head, Technical Services Director, Engineering Department, and any other departments/divisions.
	9. Obtain all files connected with the request for proposals from the requisite division of Materials Management. If appropriate, notify interested offerors or contractors, and schedule a meeting with Metra Departments, representing a task force, to investigate the notice.
Multi-Departmental Task Force	10. Investigate the situation and gather facts to determine the validity of the potential organizational conflict of interest.
	11. Draft a report that describes the MDTF's findings. The report will address at least the following three sections: a) Background; b) Analysis; c) Conclusions; and d) Recommendations.

METRA ORGANIZATIONAL CONFLICTS OF INTEREST

V. INSTRUCTIONS (Continued)

Responsibility	Action
	12. Conclusions and recommendations may include, but are not limited to, the following: a. Determining whether this is or is not an organizational conflict of interest; b. Disqualifying the offeror from award for being non-responsible; c. Avoiding or eliminating such conflicts by appropriate measures, including but not limited to, advance restrictions on future contracts or partitioning or consolidating work scope; d. Awarding the contract under the waiver provision; e. Taking any other steps in Metra's best interests; and/or f. With the assistance of the Law Department, seeking whatever remedies are permitted by law or contract for any breach.
	13. If a waiver is recommended, provide written documentation.
	14. Approve the report and obtain concurrence from the Law Department, Technical Services Division, Engineering Department, and other relevant departments and divisions.
	15. After obtaining all necessary concurrence, send the report to the Audit Director for final approval.
Audit Director	16. Receive the final report from the MDTF and inform the Executive Director of the MDTF's conclusions and recommendations.

METRA ORGANIZATIONAL CONFLICTS OF INTEREST

V. INSTRUCTIONS (Continued)

Responsibility		Action
Executive Director	17.	Receive conclusions and recommendations from the Audit Director and the MDTF, and approve or direct other action with respect to the organizational conflict of interest issue(s).
Audit Director	18.	Inform the Materials Management Department Head of the course of action to be taken.
Materials Management Department Head	19.	Notify the interested party(s), offerors, and contractors, if the situation warrants.
	20.	Initiate and oversee action, if any, required to implement Metra's decision.
	21.	File reports and action taken with the acquisition documents.

METRA ORGANIZATIONAL CONFLICTS OF INTEREST

EXHIBIT I

ILLUSTRATION OF FTA EXAMPLES AND POSSIBLE REMEDIES

The following FTA examples and remedies are illustrative only and are not intended to identify and resolve all contractor organizational conflict of interest situations or provide an exhaustive list of remedies.

(1) An agency's contractor was tasked to participate on an evaluation panel to evaluate competitive proposals. The contractor's employee who was assigned to the panel had a 401(k) retirement plan with one of the bidders. This represented a personal conflict of interest for the employee that affected his objectivity.
Remedy: Agencies should not use consultants as voting members of evaluation panels for competitive contract awards. Consultants should only be used as advisors, and if they are so used, they should always be required to sign financial disclosure statements. These statements must disclose their employment and financial interests, as well as those of immediate family members, so that persons with conflicts are prevented from positions which might adversely affect a grantee's program or the public's perception of the agency's fairness in conducting its business.

(2) A transit agency awarded a substantial engineering consultant contract to a firm that specialized in rail safety management. This firm was to serve as the independent safety assessor in a signal modernization project. An initial task was to advise the agency on the merits of competitive proposals being submitted by signal suppliers to design, install, test, and commission the high technology signal system for the transit agency. Beyond this initial role, the consultant would oversee the design, installation, and test contract for the agency. During the competition for the contract (i.e., the proposal evaluation phase), the safety consultant was acquired by one of the bidders. This caused a conflict of interest with several dimensions. First, the consultant would no longer be objective in its evaluation and advice to the agency concerning the proposals that it was tasked to evaluate. This was a classic case of potential bias. A second aspect of the problem was an unfair competitive advantage resulting from the consultant's access to the proprietary technology of its competitors and the potential transference of this technology to the new corporate parent. Still another problem would have arisen if the consultant's new parent company had been selected for award – the consultant could not have been objective in its evaluation of the parent company's work for the transit agency. This too would have been a classic case of a bias problem causing a lack of objectivity.
Remedy: The basic form of the remedy in a case like this would have to involve the termination for convenience of the consulting firm's contract and a new contract award to a firm with no conflict of interest problem. In this case the transit agency issued a "stop work" order to the consultant, removing the firm from further involvement with the proposal

evaluation and negotiation process. In this case there was a major subcontractor that was available to assume the primary role of the safety consultant, and the contract was eventually "assigned" to this subcontractor after a new but restricted competitive evaluation of firms known to have rail safety expertise from the previous competitive solicitation. But the final outcome was to terminate the original consultant's role because of a conflict of interest problem.

(3) An engineering task order contract was awarded by a transit agency to a large multi-dimensional construction/engineering firm. A task was subsequently issued to this firm to develop user requirements that would eventually be used in a competitive design-build solicitation for a construction project. When the task was issued to the consultant by the agency, the consultant was informed in writing before it submitted its cost proposal that it would be ineligible to compete on the resulting design-build contract. This is a case of unfair competitive advantage where the consultant may have access to information that other firms do not. It also gives rise to a potential bias problem in that the consultant may be influenced to develop the user requirements around the consultant's corporate strengths in order to give it a competitive advantage instead of developing the requirements in the most economical way to meet the best interests of the agency.
Remedy: Agency officials who are assigning tasks to consultants on task order contracts must exercise constant vigilance concerning the potential for conflicts of interest. When conflicts are perceived, the consultant must be informed and it should be asked to agree in writing that it would not be eligible to compete for work that it helps to define for a subsequent competitive solicitation. The initial engineering/consulting contract should contain a clear provision to the effect that tasks may be assigned that will preclude the contractor from bidding on the subsequent construction work and the contractor must be willing to do the engineering/design work on the basis.

(4) A company doing preliminary engineering work as a subcontractor on an agency contract was asked to prepare a budget for the permanent project management services contract that would eventually be competed. This subcontractor subsequently bid on the project management contract, and the individual who was assigned the job of developing the project budget on the subcontract was also the company's person who prepared the company's price proposal when the project was completed. This company won the contract award and the determining factor between the competing proposals in winning the award was price, not relative technical strengths. The losing company filed a protest alleging unfair competitive advantage because the winning company had access to budget information that its competitors did not. This situation was indeed one in which the company gained an unfair competitive advantage by virtue of its work that gave it access to important information that was not publicly disclosed.
Remedy: The agency eventually had to terminate the project management services contract because of the unfair competitive advantage of the winning contractor. The

agency could have prevented this by taking steps early to "wall off" the subcontractor employee who had access to the budget data. "Walling off" means that the employee cannot pass information to his company that is not being disclosed by the agency to the public. In this case it would mean that this person could not participate in his company's later proposal effort, nor disclose non-public budgetary information to his company. The way to dot his would have been to require the employee to sign a non-disclosure statement agreeing not to disclose the non-public information and also for the company to sign a statement that it would not allow this employee to participate in its proposal effort. Another preventive measure would have been not to assign this sensitive task to a contractor that was a likely bidder on the work being defined and budgeted.

(5) A contractor was performing project management services for an agency, and those services included an oversight role of the agency's construction contractors. In the course of time this project management contractor decided to acquire a company that was performing a design-build contract for the same agency, and which the project management contractor was tasked to oversee for the agency. This acquisition created an organizational conflict of interest in that the project manager could no longer be objective in its oversight role with respect to the design-build contract.
Remedy: This agency was forced to make a decision that would remove the contractor from one of its roles since it could not perform both roles simultaneously. The decision was reached with the contractor's cooperation. There is nothing an agency can do to prevent a merger or acquisition that gives rise to a conflict of interest, and the alternatives would seem to be limited to a termination for convenience – either a partial termination of a specific task or a complete termination of the entire contract.

(6) A company is hired by an agency to evaluate alternatives and make recommendations concerning a river crossing. The alternatives are a bridge or ferries. This company has a subsidiary whose major line of business is designing and building bridges. This is a clear conflict of interest situation where its business interests may impair the company's objectivity.
Remedy: Agencies must be aware of potential conflict of interest situations when they contract with a consultant to advise them about competing alternatives. Care must be taken to preclude contractors from doing studies when the contractor has a financial interest in the outcome of the study. The RFP soliciting proposals should require offerors to identify any financial or organizational interests in the field of technology to be studied. The agency must also notify prospective offerors that they will be evaluated for potential conflicts of interest, and that contractors having such conflicts will be precluded from consideration for award.

(7) A firm that is under contract with an agency to design a course curriculum is permitted to submit a proposal to teach the course when the agency competitively advertises the

teaching contract. There appears to be a conflict of interest situation in that the company that designed the curriculum might have an unfair competitive advantage due to its possession of information that other competitors do not have.
Remedy: The unfair competitive advantage would be mitigated if all potential offerors had access to any major work products and information developed by the firm that designed the curriculum. This information needs to be released for a reasonable time prior to the proposal due date. The issue in this case is full disclosure of all relevant information, and if this can be attained by the agency, then there would be no impropriety.

(8) An agency award a task-order contract for construction design services for a number of construction projects to company A. Company A is a subsidiary within a large multi-faceted corporation that also does construction work. Another one of the large corporation's subsidiary companies (Company B) informs the grantee that it is interested in bidding on one of the projects being designed by Company A. Should the grantee disqualify Company B form bidding because of a conflict of interest?
Remedy: The grantee must carefully evaluate this situation and use judgment as to whether an unfair competitive advantage can be avoided. The grantee might conclude that a conflict can be avoided if (1) the subsidiaries are separate profit centers, (2) the subsidiaries have separate organizational authorities (no common corporate manager), and (3) a "wall" can be established between the two companies so that non-public information is not passed from the designing company to the construction subsidiary. This "wall" would require a written agreement between the grantee and the two companies that no information would be passed from the designer to the construction company. It would also be important for the grantee to publicly disclose its decision to the potential bidders on the construction project so as to avoid the appearance of a conflict of interest.

(a) Other considerations:

(1) The fact that Metra can identify and later avoid, eliminate, or neutralize any potential organizational conflicts arising from the performance of a contract is not relevant to a determination of the existence of conflicts prior to the award of a contract.

(2) It is not relevant that the contractor has the professional reputation of being able to resist temptations which arise from organizational conflicts of interest, or that a follow-on procurement is not involved, or that a contract is awarded on a competitive or a sole source basis.

Subpart 9.5 Organizational and Consultant Conflicts of Interest

9.500 Scope of subpart

This subpart:

(a) Prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest;

(b) Provides examples to assist contracting officers in applying these rules and procedures to individual contracting situations; and

(c) Implements section 8141 of the 1989 Department of Defense Appropriation Act, Pub. L. 100-463, 102 Stat. 2270-47 (1988).

9.501 Definition

"Marketing consultant," as used in this subpart, means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent contractor is not a marketing consultant when rendering:

(1) Services excluded in Subpart 37.2;
(2) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities);
(3) Routine legal, actuarial, auditing, and accounting services; and
(4) Training services.

9.502 Applicability

(a) This subpart applies to contracts with either profit or nonprofit organizations, including nonprofit organizations created largely or wholly with Government funds.

(b) The applicability of this subpart is not limited to any particular kind of acquisition. However, organizational conflicts of interest are more likely to occur in contracts involving:

(1) Management support services;
(2) Consultant or other professional services;
(3) Contractor performance of or assistance in technical evaluations; or
(4) Systems engineering and technical direction work performed by a contractor that does not have overall contractual responsibility for development or production.

(c) An organizational conflict of interest may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on future activities of the contractor may be required.

(d) Acquisitions subject to unique agency organizational conflicts of interest statutes are excluded from the requirements of this subpart.

9.503 Waiver

The agency head or a designee may waive any general rule or procedure of this subpart by determining that its application in a particular situation would not be in the Government's interest. Any request for waiver must be in writing, shall set forth the extent of the conflict, and requires approval by the agency head or a designee. Agency heads shall not delegate waiver authority below the level of head of a contracting activity.

9.504 Contracting Officer Responsibility

(a) Using the general rules, procedures, and examples in this subpart, contracting officers shall analyze planned acquisitions in order to:

(1) Identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible; and
(2) Avoid, neutralize, or mitigate significant potential conflicts before contract award.

(b) Contracting officers should obtain the advice of counsel and the assistance of appropriate technical specialists in evaluating potential conflicts and in developing any necessary solicitation provisions and contract clauses (see 9.506).

(c) Before issuing a solicitation for a contract that may involve a significant potential conflict, the contracting officer shall recommend to the head of the contracting activity a course of action for resolving the conflict (see 9.506).

(d) In fulfilling their responsibilities for identifying and resolving potential conflicts, contracting officers should avoid creating unnecessary delays, burdensome information requirements, and excessive documentation. The contracting officer's judgment need be formally documented only when a substantive issue concerning potential organizational conflict of interest exists.

(e) The contracting officer shall award the contract to the apparent successful offeror unless a conflict of interest is determined to exist that cannot be avoided or mitigated. Before determining to withhold award based on conflict of interests considerations, the contracting officer shall notify the contractor, provide the reasons therefor, and allow the contractor a reasonable opportunity to respond. If the contracting officer finds that it is in the best interest of the United States to award the contract notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with 9.503. The waiver request and decision shall be included in the contract file.

9.505 General Rules

The general rules in 9.505-1 through 9.505-4 prescribe limitations on contracting as the means of avoiding, neutralizing, or mitigation organizational conflicts of interest that might otherwise exist in the stated situations. Some illustrative examples are provided in 9.508. Conflicts may arise in situations not expressly covered in this section 9.505 or in the examples in 9.508. Each individual contracting situation should be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it. The two underlying principles are:

(a) Preventing the existence of conflicting roles that might bias a contractor's judgement; and

(b) Preventing unfair competitive advantage. In addition to the other situations described in this subpart, an unfair competitive advantage exists where a contractor competing for award of any Federal contract possess:

(1) Proprietary information that was obtained from a Government official without proper authorization; or

(2) Proprietary selection information (as defined in 2.101) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.

9.505-1 Providing Systems Engineering and Technical Direction

(a) A contractor that provides systems engineering and technical direction for a system but does not have overall contractual responsibility for its development, its integration, assembly and checkout, or its production shall not:

(1) Be awarded a contract to supply the system or any of its major components; or

(2) Be a subcontractor or consultant to a supplier of the system or any of its major components.

(b) Systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system's basic concepts and supervising their executive by other contractors. Therefore this contractor should not be in a position to make decisions favoring its own products or capabilities.

9.505-2 Preparing specifications or work statements

(a)(1) If a contractor prepares and furnishes complete specifications covering nondevelopmental items, to be used in a competitive acquisition, that contractor shall not be allowed to furnish these items, either as a prime contractor or as a subcontractor, for a reasonable period of time including, at least, the duration of the initial production contract. This rule shall not apply to:

(i) Contractors that furnish at Government request specifications or data regarding a product they provide, even though the specifications or data may have been paid for separately or in the price of the product; or

(ii) Situations in which contractors, acting as industry representatives, help Government agencies prepare, refine, or coordinate specifications, regardless of source, provided this assistance is supervised and controlled by Government representatives.

(2) If a single contractor drafts complete specifications for nondevelopmental equipment, it should be eliminated for a reasonable time from competition for production based on the specifications. This should be done in order to avoid a situation in which the contractor could draft specifications favoring its own products or capabilities. In this way the Government can be assured of getting unbiased advice as to the content of the specifications and can avoid allegations of favoritism in the award of production contracts.

(3) In development work, it is normal to select firms that have done the most advanced work in the field. These firms can be expected to design and develop around their own prior knowledge. Development contractors can frequently start production earlier and more knowledgeably than firms that did not participate in the development, and this can affect the time and quality of production, both of which are important to the Government. In many instances the Government may have financed the development. Thus, while the development contractor has a competitive advantage, it is an unavoidable one that is not considered unfair; hence no prohibition should be imposed.

(b)(1) If a contractor prepares, or assists in preparing, a work statement to be used in competitively acquiring a system or services-or provides material leading directly, predictably, and without delay to such a work statement-that contractor may not supply the system, major components of the system, or the services unless:

(i) It is the sole source;
(ii) It has participated in the development and design work; or
(iii) More than one contractor has been involved in preparing the work statement.

(2) Agencies should normally prepare their own work statements. When contractor assistance is necessary, the contractor might often be in a position to favor its own products or capabilities. To overcome the possibility of bias, contractors are prohibited from supplying a system or services acquired on the basis of work statements growing out of their services, unless excepted in paragraph (b)(1) of this section.

(3) For the reasons given in 9.505-2(a)(3), no prohibitions are imposed on development and design contractors.

9.505-3 Providing evaluation services

Contracts for the evaluation of offers for products or services shall not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests.

9.505-4 Obtaining access to proprietary information.

(a) When a contractor requires proprietary information from others to perform a Government contract and can use the leverage of the contract to obtain it, the contractor may gain an unfair competitive advantage unless restrictions are imposed. These restrictions protect the information and encourage companies to provide it when necessary for contract performance. They are not intended to protect information.

(1) Furnished voluntarily without limitations on its use; or
(2) Available to the Government or contractor from other sources without restriction.

(b) A contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The contracting officer shall obtain copies of these agreements and ensure that they are properly executed.

(c) Contractors also obtain proprietary and source selection information by acquiring the services of marketing consultants which, if used in connection with an acquisition, may give the contractor an unfair competitive advantage. Contractors should make inquiries of marketing consultants to ensure that the marketing consultant has provided no unfair competitive advantage.

9.506 Procedures

(a) If information concerning prospective contractors is necessary to identify and evaluate potential organizational conflicts of interest or to develop recommended actions, contracting officers first should seek the information from within the Government or from other readily available sources. Government sources include the files and the knowledge of personnel within the contracting office, other contracting offices, the cognizant contract administration and audit activities and offices concerned with contract financing. Non-Government sources include publications and commercial services, such as credit rating services, trade and financial journals, and business directories and registers.

(b) If the contracting officer decides that a particular acquisition involves a significant potential organizational conflict of interest, the contracting officer shall, before issuing the solicitation, submit for approval to the chief of the contracting office (unless a higher level official is designated by the agency)-

(1) A written analysis, including a recommended course of action for avoiding, neutralizing, or mitigating the conflict, based on the general rules in 9.505 or on another basis not expressly stated in that section;
(2) A draft solicitation provision (see 9.507-1); and
(3) If appropriate, a proposed contract clause (see 9.507-2). (c) The approving official shall-

(1) Review the contracting officer's analysis and recommended course of action, including the draft provision and any proposed clause;
(2) Consider the benefits and detriments to the Government and prospective contractors; and
(3) Approve, modify, or reject the recommendations in writing.

(d) The contracting officer shall-

(1) Include the approved provision(s) and any approved clause(s) in the solicitation or the contract, or both;
(2) Consider additional information provided by prospective contractors in response to the solicitation or during negotiations; and
(3) Before awarding the contract, resolve the conflict or the potential conflict in a manner consistent with the approval or other direction by the head of the contracting activity.

(e) If, during the effective period of any restriction (see 9.507), a contracting office transfers acquisition responsibility for the item or system involved, it shall notify the successor contracting office of the restriction, and send a copy of the contract under which the restriction was imposed.

9.507 Solicitation provisions and contract clause

9.507-1 Solicitation provisions

As indicated in the general rules in 9.505, significant potential organizational conflicts of interest are normally resolved by imposing some restraint, appropriate to the nature of the conflict, upon the contractor's eligibility for future contracts or subcontracts. Therefore, affected solicitations shall contain a provision that-

(a) Invites offerors' attention to this subpart;
(b) States the nature of the potential conflict as seen by the contracting officer;
(c) States the nature of the proposed restraint upon future contractor activities; and

(d) Depending on the nature of the acquisition, states whether or not the terms of any proposed clause and the application of this subpart to the contract are subject to negotiation.

9.507-2 Contract clause

(a) If, as a condition of award, the contractor's eligibility for future prime contract or subcontract awards will be restricted or the contractor must agree to some other restraint, the solicitation shall contain a proposed clause that specifies both the nature and duration of the proposed restraint.

The contracting officer shall include the clause in the contract, first negotiating the clause's final terms with the successful offeror, if it is appropriate to do so (see 9.506(d) of this subsection).

(b) The restraint imposed by a clause shall be limited to a fixed term of reasonable duration, sufficient to avoid the circumstance of unfair competitive advantage or potential bias. This period varies. It might end, for example, when the first production contract using the contractor's specifications or work statement is awarded, or it might extend through the entire life of a system for which the contractor has performed systems engineering and technical direction. In every case, the restriction shall specify termination by a specific date or upon the occurrence of an identifiable event.

9.508 Examples

The examples in paragraphs (a) through (i) following illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive, but are intended to help. The contracting officer apply the general rules in 9.505 to individual contract situations.

(a) Company A agrees to provide systems engineering and technical direction for the Navy on the powerplant for a group of submarines (i.e., turbines, drive shafts, propellers, etc.). Company A should not be allowed to supply any powerplant components. Company A can, however, supply components of the submarine unrelated to the powerplant (e.g., fire control, navigation, etc.). In this example, the system is the powerplant, not the submarine, and the ban on supplying components is limited to those for the system only.

(b) Company A is the systems engineering and technical direction contractor for system X. After some progress, but before completion, the system is canceled. Later, system Y is developed to achieve the same purposes as system X, but in a fundamentally different fashion. Company B is the systems engineering and technical direction contractor for system Y. Company A may supply system Y or its components.

(c) Company A develops new electronic equipment and, as a result of this development, prepares specifications. Company A may supply the equipment.

(d) XYZ Tool Company and PQR Machinery Company, representing the American Tool Institute, work under Government supervision and control to refine specifications or to clarify the requirements of a specific acquisition. These companies may supply the item.

(e) Before an acquisition for information technology is conducted, Company A is awarded a contract to prepare data system specifications and equipment performance criteria to be used as the basis for the equipment competition. Since the specifications are the basis for selection of commercial hardware, a potential conflict of interest exists. Company A should be excluded from the initial follow-on information technology hardware acquisition.

(f) Company A receives a contract to define the detailed performance characteristics an agency will require for purchasing rocket fuels. Company A has not developed the particular fuels. When the definition contract is awarded, it is clear to both parties that the agency will use the performance characteristics arrived at to choose competitively a contractor to develop or produce the fuels. Company A may not be awarded this follow-on contract.

(g) Company A receives a contract to prepare a detailed plan for scientific and technical training of an agency's personnel. It suggests a curriculum that the agency endorses and incorporates in its request for proposals to institutions to establish and conduct the training. Company A may not be awarded a contract to conduct the training.

(h) Company A is selected to study the use of lasers in communications. The agency intends to ask that firms doing research in the field make proprietary information available to Company A. The contract must require Company A to-

(1) Enter into agreements with these firms to protect any proprietary information they provide; and

(2) Refrain from using the information in supplying lasers to the Government or for any purpose other than that for which it was intended.

(i) An agency that regulates an industry wishes to develop a system for evaluating and processing license applications. Contractor X helps develop the system and process the applications. Contractor X should be prohibited from acting as a consultant to any of the applicants during its period of performance and for a reasonable period thereafter.

PROCUREMENT CARD PURCHASES FOR MATERIALS AND SERVICES

I. PURPOSE

This procedure contains the policies and instructions for use of procurement cards to purchase materials and services in an expedient and accountable manner.

II. POLICY

Procurement Cards are issued to appropriate User Employees as designated by their Department Head, Division Manager or the Executive Director/CEO for the purchase of certain materials and services as needed. The purchases are not to exceed a gross total value of $500.00 per day per card holder, with a monthly limit per cardholder not to exceed $3,000.00. No more than five (5) purchases per day per cardholder with a gross total value of $500.00 per day can be made.

Buyers, Purchasing Clerks, and Contracting Agent cardholders have a limit of $3,000.00 gross total value per calendar day.

The Department Head, Network Services due to certain internet and web site registrations that require payment via credit card only, will have a not to exceed gross total value of $6,000.00 per day, with a monthly limit of not to exceed $9,000.00. No more than five (5) purchases per day with a gross total value of $6,000.00 can be made. The Department Head, Network Services can **only** exceed the gross total value of $500.00 per day, with a monthly limit not to exceed $3,000.00, in those occasions that internet and web site registrations require payment via credit card. This activity must be documented appropriately as required in this Procurement Card Procedure.

Only Administrative Services Personnel designated by the Senior Division Director, General Administration may procure travel tickets for out-of-region travel with a not-to-exceed gross total value of $3,000.00 and ten (10) purchases per calendar day. The Administrative Services Personnel may also use their procurement card to reserve hotel rooms for out of region travel, however, the employee must pay for the actual hotel expenditure in compliance with the Travel and Business Expense Procedure in FI-01-RC. The Executive Director/CEO, however, may issue procurement cards to Managers to be used for Business and Travel expenses. The purchases are not to exceed a gross total value of $5,000.00 per day per card holder. There is no limit on the number of purchases per day or the dollar amount per purchase. If the Procurement Card is used for Business and Travel, the Procurement Card Usage Report must be filled out appropriately, and all other procurement card purchase procedures complied with, see Exhibit II. Such Business and Travel expenditure should comply with the Travel and Business Expense Procedure in FI-01-RC.

The Executive Director/CEO may issue procurement cards to Managers to be used for emergency circumstances (snow storms, flooding, etc.) where food and lodging are

PROCUREMENT CARD PURCHASES FOR MATERIALS AND SERVICES

II. POLICY (Continued)

required for direct railroad business related to the specific emergency occurrence. There is no limit on the number of purchases per day or the dollar amount per purchase. The Procurement Card Usage Report must be filled out appropriately, and all other procurement card purchase procedures complied with, see Exhibit II. With the written approval of the Executive Director/CEO, the CEO may authorize use of a procurement card for special circumstances that will allow for cardholder usage otherwise not in compliance with this policy.

If User Employee (cardholder) is at Director level or above, approval of the purchase by the next higher ranking official is required. The Executive Director/CEO's Procurement Card, if applicable, issuance will be authorized by the Board Chairperson while the card usage will be approved and signed off by the Chief Audit and Compliance Officer.

A Procurement Card is to be used only for the business concerns of Metra. The use of a Procurement Card for goods or services for personal use is prohibited. Improper use of a Procurement Card is subject to revocation of the card and disciplinary action, up to and including employment termination.

Procurement card purchases are not intended to be a substitute for the main sources of supply for materials and services. Procurement card purchases will not be used to replenish inventory in remote engineering inventory site locations. Procurement card purchases may be used within the $500.00 limit to replenish storehouse inventory at locations maintained and managed by the Materials Management Department.

Procurement cards will only be issued to selected individuals with a need for a procurement card as requested and justified by his or her respective Division Manager and approved by the Department Head and the Executive Director/CEO. In addition, the procurement card issued to each respective User Employee will be restricted to specific commodity categories approved by the Materials Management Department. The commodity code(s) approved will be consistent with and relevant to the procurement card user's employment position.

Except for the placement of public notices in periodicals and newspapers, purchases may not be charged to capital accounts.

The "splitting" or "chaining" of a procurement card purchase into two (2) or more transactions to avoid the $500.00 transaction limit ($3,000 limit for the Procurement Staff) and competitive bidding is strictly prohibited and may be cause for disciplinary action.

Returned purchases or damaged products must be credited to the procurement card. No substitution of materials, equipment, or services will be acceptable. Metra will hold the User

PROCUREMENT CARD PURCHASES FOR MATERIALS AND SERVICES

II. POLICY (Continued)

Employee responsible for ensuring appropriate crediting of the procurement card account. Violation of this policy may be cause for disciplinary action.

Unauthorized Use of Procurement Card:

a. No person other than the cardholder may use a Metra Procurement Card. The unauthorized person has no actual, implied, or apparent authority from Metra for such use.

b. The cardholder and unauthorized user may be deemed by Metra to be engaged in a FRAUDULENT ACT. If so, may result in permanent revocation of the Metra Procurement Card, financial reimbursement by the individual to Metra for any MIS-USE, and may subject the individual to disciplinary action per Metra's Progressive Disciplinary Policy up to and including termination and subject the individual to CRIMINAL PROSECUTION, if applicable.

The Procurement Card cannot be used for the following items, except as noted:

1. CASH ADVANCES.

2. REIMBURSEMENTS – Reimbursements to Metra employees who use their personal cash or credit card(s) for travel or meeting expenses or to make purchases on behalf of Metra.

3. SALES TAX – User Employees should not use their Procurement Card for the purchase of any materials or services from a vendor or merchant who refuses to honor Metra's tax-exempt status.

   Vendors or merchants who refuse to honor Metra's tax-exempt status must be reported to the Procurement Card Administrator.

4. MATERIALS REQUIRING QUALITY CONTROL INSPECTION – Materials requiring Quality Control inspection prior to acceptance and payment.

5. MOTOR VEHICLES – purchase, rental, or lease of motor vehicles.

6. REAL PROPERTY OR BUILDINGS – purchase, rental, or lease.

7. TRAVEL OR SUBSISTENCE COSTS – airline, bus, train, taxi, limousine and other travel-related tickets or expenses, meals, drinks, tips, or lodging,
   Exceptions:

PROCUREMENT CARD PURCHASES FOR MATERIALS AND SERVICES

- Business meals or lodging for crews on emergency duty or per union contractual agreement.
- The allowance of the Chief Operating Officer for emergency and/or severe weather purposes with prior approval from the Executive Director/CEO.
- Administrative Services Card Holders are authorized to procure travel tickets with a value not to exceed $3000.00 daily for properly authorized out-of-region travel per the requirements set forth in Administrative Procedure FI-01-RC and PU-21-RC.
- Procurement Card issued to Management and the Executive Director for business and travel for properly authorized out-of-region travel per the requirements set forth in Administrative Procedure FI-01-RC.

8. TELEPHONE CALLS, FACSIMILE TRANSMISSIONS, OR ELECTRONIC DATA INTERCHANGE (EDI) – through a value-added service or any other means.

9. BOOKS, NEWSPAPERS, MAGAZINES, PERIODICALS, OR OTHER PUBLICATIONS

   Exception: as authorized by Metra's Training Division, and Materials Management Department for the placement of public notices in periodicals and newspapers.

10. ALL SAFETY EQUIPMENT OR SAFETY CLOTHING (INCLUDING SAFETY SHOES OR SAFETY GLASSES)

    Exception: as authorized in writing by Metra's Safety and Rules Division.

11. POLICE EQUIPMENT, WEAPONS, AND AMMUNITION

    Exception: by authorized Metra Police Officers for official duty with Metra.

12. DRIVER LICENSES AND OTHER LICENSES

13. PROFESSIONAL MEMBERSHIPS – to associations of any kind.

14. FINES OR LEGAL FEES

15. HAZARDOUS MATERIALS (ACIDS, SOLVENTS, ETC.) – or materials that are required to have a Material Safety Data Sheet.

    Exception: items approved by Metra's Industrial Hygienist.

16. Office and Shop furniture and accessories including office supplies except by

PROCUREMENT CARD PURCHASES FOR MATERIALS AND SERVICES

II. POLICY (Continued)

authorized personnel in the Administrative Services Division and Procurement Division.

17. Computer software, hardware and related accessories or computer parts except by authorized communications, signal and electrical personnel, but only for purchases related to testing and maintenance of signals, electrical distribution and communications. This prohibition does not apply to authorized personnel from Procurement and Information Systems.

18. Vehicle repairs and towing, except for emergency towing.

19. All tools including small, power, and tool rental except by authorized personnel in the Procurement Division or as approved by the Department Head. However, tool accessories such as knife blades, saw blades, drill bits, replacement sockets, taps and dies may be purchased.

A Procurement Card Administrator will be designated by the Senior Director, Materials Management to handle procurement card applications, to communicate with the procurement card company, and to report lost or stolen procurement cards. The Materials Department will reconcile on a semi-annual basis the procurement cards issued, returned, and on hand with the total number of authorized issued procurement cards. The Materials Department should obtain from the Human Resources Department employee status changes (retirements, long term disability, etc.) for card holders on a regular basis, and take the appropriate action relative to the card holder as required.

Prior to issuance of a Procurement Card to a User Employee, the employee will be issued a Procurement Card Training Manual for their review and understanding of the policies and procedures. The employee must read Metra's Procurement Card use policies and procedures (PU-21-RC) and then sign a Procurement Card Acknowledgement form (see Exhibit I) which states that they have read and understood the document, and promise to abide by its conditions. The receipt and activation of Procurement Cards must be performed by the respective User Employee.

The responsible Division Manager should retrieve Procurement Cards in all cases involving job suspensions, long term disability, terminations, employee transfers to a new job at Metra, and retirements. The User Employee must surrender the Procurement Card to his or her Division Manager upon suspension or separation of employment with Metra. The Division Manager should immediately return the procurement card obtained from the employee to the Materials Department. The Procurement Card must not be used by User Employees in cases of job changes or transfers unless authorized, in writing, by the appropriate Division Manager and passed through the Senior Director of Materials

Management for approval by the Executive Director/CEO.

III. DEFINITIONS

Budget Authority: See glossary

Chaining: See glossary

Daily Decline Report: See glossary

General Ledger: See glossary

Main Source of Supply: See glossary

Main Storehouses: See glossary

Merchant Codes: See glossary

Monthly Card Statement: See glossary

Procurement Card: See glossary

Procurement Card Administrator: See glossary

Procurement Card Coordinator: See glossary

Procurement Card Usage Report, RC5456 (Exhibit II): See glossary

Procurement Card Support Software: See glossary

Remote Inventory Site: See glossary

Splitting: See glossary

Tools: See glossary

User Employee: See glossary

IV. RESPONSIBILITIES

Materials Management:
Responsible for the management and administration of the Procurement Card program.

PROCUREMENT CARD PURCHASES FOR MATERIALS AND SERVICES

IV. RESPONSIBILITIES (Continued)

Procurement Card Administrator:

- A Procurement Card Administrator from the Materials Management Department will be appointed by the Senior Director, Materials Management to oversee the procurement card process and monitor compliance with Metra's policies and procedures.
- Receives written requests for the issuance of Procurement Cards from the Budget Authority that are approved by the Department Head and the Executive Director/CEO, and determines the feasibility of granting Procurement Cards to Metra employees.
- Maintains a master log of all procurement card events to include all procurement card requests, cardholder names, their respective cardholder number, corresponding merchant code matrixes, card issuing date, and card cancellation date.
- Provides secure storage of Procurement Cards prior to issuance to User Employee.
- Conducts Procurement Card Training Program for new User Employees. Requests a signed acknowledgement from the User Employee upon completion of the program.
- Acts as the overall coordinator of the Procurement Card program and as a liaison with the procurement card company.
- Notifies the User Employee's Division Manager and the Senior Director, Materials Management of Procurement Card procedure violations after being notified by the procurement card company or other sources.
- Immediately cancels User Employee's accounts upon notification of a Procurement Card being lost, stolen, or fraudulently used.
- If a dispute arises as a result of a Procurement Card purchase that cannot be resolved by the Division/Department Procurement Card Coordinator in a timely manner, the Procurement Card Administrator will obtain the disputed charge, with all applicable supporting documentation, for final resolution with procurement card company.
- Determines if procurement card usage is in accordance with company policy.
- Determines that receipts are present for all procurement card purchases.
- Weekly, posts verified transactions from previous week, uploads file to general ledger, routes appropriate reports signed by the Senior Director, Materials Management

IV. RESPONSIBILITIES (Continued)

verifying approval for payment and forwards appropriate information required for accounting purposes to Accounting & Financial Systems.

Budget Authority:

- Determines User Employee's need for a Procurement Card and completes a Procurement Card Request Form (See Exhibit III).
- Obtains approval signature from the Department Head and forwards to the Procurement Card Administrator.
- Forwards completed Procurement Card Request Form for User Employee to the Materials Management Department approving the assignment of and justifying the need for a Procurement Card.
- Assists in the resolution of any discrepancies.
- Assigns a Divisional/Departmental Procurement Card Coordinator to process all receipts. The Procurement Card Coordinator for the 547 W. Jackson is assigned by the Senior Director, Materials Management.
- Instructs User Employee of policies and procedures regarding procurement card use.
- Approves purchases on Procurement Card Usage Report (RC5456) (See Exhibit II) and forwards it to Divisional/Departmental Procurement Card Coordinator.
- If there is any change in the job status of any of the respective User Employees, see Change of Job Status Procedures for further instructions.

User Employee:

- Reads this Procurement Card Procedure and receives instruction from the Division Manager about the proper use of the Procurement Card.
- Attends Procurement Card training class that includes a review of the Procurement Card procedure. Signs a Procurement Card Acknowledgment Form (See Exhibit I) that acknowledges receipt of the Procurement Card and that the Procurement Card procedure has been read, understood, and will be complied with by the employee.

PROCUREMENT CARD PURCHASES FOR MATERIALS AND SERVICES

IV. RESPONSIBILITIES (Continued)

User Employee (Continued)

- When purchasing materials and services with their Procurement Card, attach appropriate receipts to properly executed Procurement Card Usage Report (RC5456) (See Exhibit II) and forwards it to the Division Manager for review and approval.

  Please Note: If User Employee is at Director level or above, approval of the purchase by the next higher ranking official is required.

- The Administrative Services cardholder, when procuring tickets for out-of-region travel, attaches appropriate receipts to Procurement Card Usage Report (RC5456) (See Exhibit II) and a copy of a properly signed Travel Request Form, RC1918 per

- Administrative Procedure FI-O1-RC, and forwards it to the Division Manager for review and approval.

- Uses Procurement Card for Metra purposes only.

- Uses Procurement Card for the purchases of materials and the purchase of appropriate services.

- Lists each item purchased per transaction on the Procurement Card Usage Report, lists proper accounting information if other than default account number is being charged, and forwards report to the Division Manager for review and approval.

- Assists in the resolution of unmatched receipts and statement items.

- Maintains the integrity of Metra's policies for procurement card use.

- Receives a monthly Procurement Card statement of usage from the respective procurement card company.

- Reviews the Procurement Card Usage Reports (RC5456) (See Exhibit II) for each month with the corresponding monthly procurement card statement.

- Notifies the Division/Department Procurement Card Coordinator of any discrepancies between Procurement Card Usage Reports and monthly procurement card statements.

- Turns over procurement card to Division Manager upon suspension or separation of employment.

PROCUREMENT CARD PURCHASES FOR MATERIALS AND SERVICES

IV. RESPONSIBILITIES (Continued)

Buyer/Contracting Agent

- Forwards Purchase Requisition (RC73) (See Exhibit I in PU-02-RC, Requisitioning of Materials and Services) and Purchase Order to Procurement Card Coordinator.
- Issues a purchase order for all P-Card purchases.

Division/Department Procurement Card Coordinator

- Reviews individual Procurement Card Usage Reports.
- Determines that the procurement card usage is in accordance with the Procurement Card procedure.
- Determines that receipts are present for all procurement card purchases.
- If a dispute arises as a result of a procurement card purchase which cannot be resolved in a timely manner, forwards the disputed charge with all applicable supporting documentation to the Procurement Card Administrator for final resolution with procurement card company.
- Transaction Status Edit Window in Procurement Card Support Software is updated daily with appropriate account codes.
- Permanently retains all procurement card records at their respective office location.
- Sends copies of all P-Card records to the Procurement Card Administrator in the Materials Management Department.

Accounting & Financial Systems

- Receives electronic weekly billing statement of approved transactions from the Materials Management Department.
- Processes a payment request to the procurement card company after determining that the complete account information is present.

V. INSTRUCTIONS

A. Initiating Card

PROCUREMENT CARD PURCHASES FOR MATERIALS AND SERVICES

Responsibility	Action
Budget Authority	1. In consultation with the Materials Management Department, determine whether the use of a procurement card would be a more efficient method of procuring incidental items than the use of a Blanket Purchase Order Request (See Exhibit I in PU-09-RC, Blanket Purchase Orders and Release Notices).
	2. Determine which positions need to have a procurement card to fulfill current job responsibilities. Prepare and forward to the Procurement Card Administrator a completed Procurement Card Request Form (See Exhibit III) for each employee designated to receive a Procurement Card. Instruct each User Employee on policies and procedures regarding card use.
Procurement Card Administrator	3. If approved by the Executive Director/CEO, receive completed Procurement Card Request Form. If approved, then process application establishing appropriate merchant codes to match work responsibilities of Procurement Card User Employee.
User Employee	4. Attend Procurement Card Training class that includes a review of the Procurement Card procedure. Sign receipt for Procurement Card using Procurement Card Acknowledgement Form (See Exhibit I). Activate Procurement Card per instructions with the card.

B. Using Procurement Card – User Employees (Non Buyer/Contracting Agent)

Responsibility	Action
User Employee	1. Prepare Procurement Card Usage Report (RC5456) (See Exhibit II) for each purchase and attach receipt to report. Forward report and receipt(s) to Budget Authority for review and approval.
Budget Authority	2. Receive Procurement Card Usage Report from User Employee. Review and approve if the purchase accords with the corporate procurement card policy.

PROCUREMENT CARD PURCHASES FOR MATERIALS AND SERVICES

Responsibility	Action
	If the purchase is not approved, direct the User Employee to return purchase and verify credit. Review to make sure returns were made. Attach purchase and credit receipts to the Procurement Card Usage Report and forward to respective Division/Department Procurement Card Coordinator.
Division/Department Procurement Card Coordinator	3. If transaction is not approved, skip to step 7. If transaction is approved and accepted, match up Procurement Card Usage Report to Transaction Status Window in Procurement Card Support Software accepting transaction and modifying accounting information, if required. File Procurement Card Usage Report with attached sales receipt.
Procurement Card Administrator	4. Post weekly verified transactions from previous week, upload file to general ledger, route appropriate reports signed and approved by the Senior Director, Materials Management verifying approval for payment and forward appropriate account code information required for accounting to Accounting & Financial Systems.
Accounting & Financial Systems	5. Receive electronic periodic billing statement of approved transactions from the Materials Management Department. After determining that the transactions have proper accounting information present, process payment to the procurement card company either through company check, electronic wire transfer, or debit of Metra bank account.
Division/Department Procurement Card Coordinator	6. If transaction is denied by the Division Manager, match up Procurement Card Usage Report to Transaction Status Window in Procurement Card Support Software and accept transaction. Permanently retain Procurement Card Usage Report with copy of sales receipt in file. Returns original sales receipt to User Employee. Send copy downtown
User Employee	7. As directed by Division Manager, return purchase with sales receipt to vendor for full credit. Forward

credit receipt to Division/Department Procurement Card Coordinator and Procurement Card Usage Report noting the credit. It is the responsibility of the Division Manager to assure that the material was returned to the vendor and a credit was issued.

C. **Using Procurement Card – Buyer/Contracting Agent**

Responsibility		Action
Buyer/Contracting Agent	1.	When Purchase Requisition received, follow procurement guidelines in accordance with procedure titled Informal Quotation and Award, PU-04-RC. Create a Purchase Order for each purchase of materials and services. Forward Purchase Requisition, Purchase Order and sales receipt to the Division/Department Procurement Card Coordinator. Buyer/Contracting Agent will clearly mark in the body of the Purchase Order that this is a "Procurement Card Purchase."
Receiving Clerk	2.	Upon formal receipt of materials or services at receiving locations, Receiving Clerk will forward Receiving Report and packing slip to Division/Department Procurement Card Coordinator.
Division/Department Procurement Card Coordinator	3.	Match up Procurement Card Usage Report to Transaction Status Window in Procurement Card Support Software accepting transaction if properly approved and modify accounting information, if required. File the Procurement Card Usage Report, Purchase Requisition, Purchase Order, sales receipt, vendor packing list and Receiving Report.
Procurement Card Administrator	4.	Weekly, post verified transactions from previous week, upload file to general ledger, and route appropriate reports to Accounting & Financial Systems.
Accounting & Financial Systems	5.	Receive electronic periodic billing statement of approved transactions from the Materials Management Department. After determining that

the transactions have proper accounting information present, process payment to the procurement card company either through company check, electronic wire transfer, or debit of Metra bank account.

The Way to Really Fly

CORPORATE PROCUREMENT CARD
Conditions for Use

The use of a METRA Corporate Procurement Card for personal goods or services by the cardholder is strictly prohibited. Any Abuse of a METRA Corporate Procurement card will result in the revocation of the card, financial reimbursement by the individual to METRA for any misuse and may subject the individual to disciplinary action per Metra's Progressive Disciplinary Policy.

****

ACKNOWLEDGEMENT

I hereby acknowledgement receipt of the METRA Corporate Procurement Card. I have read and understand Administrative Procedure No. PU-21-RC (Procurement Card Purchases Procedure) and will comply with the requirements of this procedure subject to the above conditions.

Employee Name (Print):	Emp. ID #
Position Title:	
Procurement Card Number: 5405-0154-	Expiration Date: 10-12
Employee Signature:	Date:

If received by other than cardholder:

Card Received by: _____ Date: _____

Print Name: _____ Phone: _____

PROCUREMENT CARD USAGE REPORT

Additional Sheets Used ☐

Cardholder's Name (Print):	Vendor Name & Location:	Purchase Date:
ID #	Headquarters & Location:	Cardholder's Procurement Card #:

Item #	Mfg. Name & Part #	Description (No Meal Purchases Allowed)	Qty.	Unit Price	Price Extension	Account # If charging default account number, leave blank
		Freight				Acct. # : 3810 5000
				TOTAL		

Cardholder's Signature: Date: _____ Ext.: _____

Approving Director's Name (Print):

ProCard Input: Date: _____

Approving Director's Signature: Date: _____

Notes:
1. **Receipts** with the actual amount being charged must be attached to this report.
2. **Hand Tool and Power Tool** purchases with the Procurement Card are prohibited unless authorized by the Department Head.
3. **Meal Purchase** must fully comply with Metra Administrative Procedures PU-21-RC and FI-01-RC. Attach the following supporting documentation to this report:
   (a) Purpose of the meal (only snow duty and overtime per Union Agreement)
   (b) Date and location.
   (c) Names, titles and affiliations or persons in attendance (for work crews, only the number of crew persons and the names of the respective crew foremen is required).

...PLEASE DO NOT ALTER THIS FORM IN ANY WAY...

I:\P-Card

RC5456 (Rev. 01/2007)
Manual\RC5456.doc

PU-21-RC5456
Exhibit II
Page 1 of 1

Procurement Card Request Form

1. **Request** (check one) ____New ____Change ____Cancel

   Account # _____ - _____ - _____ - _____

2. **Cardholder Information** (complete all blanks, print clearly)

   Name _____
   Title _____
   Location _____
   Work Phone _____
   Social Security # XXXX -XX- _____
   Date of Birth ___ /___ /___
   Employee ID Number _____
   Mother's Maiden Name or Password _____
   Default Account Code
   00 - _____ - _____ - _____ - _____

3. **Merchant Category Code** (check one)

   ___ (01) Information Systems
   ___ (02) Administrative Services
   ___ (03) Engineering
   ___ (04) Purchasing
   ___ (05) Training
   ___ (06) Safety
   ___ (07) Human Resources
   ___ (08) Police Services
   ___ (09) Fleet Maintenance
   ___ (10) Fueling & Related Services
   ___ (99) Senior Management

4. **Justification** (explain request for new card, change or cancellation)

   _____
   _____
   _____

5. **Name Of Budget Authority That Will Review and Sign Reports**

   _____ _____ _____
   (Print Name) (Signature) (Date)

6. **Department Head Approval**

   _____ _____ _____
   (Print Name) (Signature) (Date)

7. **Executive Director or Deputy Executive Director Approval**
   (For new cardholders only)

   _____ _____ _____
   (Print Name) (Signature) (Date)

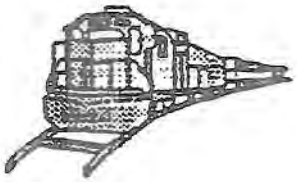
8. **Procurement Card Administrator Approval**

   _____ _____ _____
   (Print Name) (Signature) (Date)

Rev. E (02/11/08)

ACCOUNT CODE APPROVAL SLIP

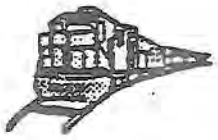
Metra - Professional Services



IFB No. Q31117

Grant Code: SW-2958-5442-0004-000000

Dollars: $32.50



OPP Approval: Mary Beth Burke

METRA COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS

I. PURPOSE

To provide Metra policies and procedures to comply with Federal requirements concerning restrictions on lobbying.

II. POLICY

A. Federal law, 31 U.S.C. § 1352 ("Section 1352"), prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

B. Section 1352 also requires recipients of a Federal contract, grant, loan, or cooperative agreement to furnish a declaration consisting of a certification of compliance and disclosure of the use of other than appropriated funds used to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action. Periodic updates of the disclosure are also required. Additionally, the declaration requires that recipients flow-down the certification and disclosure requirement to contractors, and that the contractors make the required disclosure to the recipient so that the recipient can make necessary disclosures to the appropriate Federal agency.

C. The requirements of Section 1352 are implemented by the U.S. Department of Transportation ("DOT") pursuant to 49 C.F.R. Part 20, New Restrictions on Lobbying ("Part 20"). This regulation is most pertinent to Metra because the large majority of "covered Federal actions" concerning Metra are grants from the Federal Transit Administration ("FTA"), a DOT agency. Other agencies have similar regulations that may need to be consulted in connection with Metra involvement with covered Federal actions concerning those agencies.

D. The requirements of Part 20 are contained in FTA's Master Agreement for FTA grants, and FTA provides guidance on those requirements in FTA Circular 4220.1F (as amended or updated).

E. Metra will not use Federal assistance to pay the costs of influencing or attempting to influence any covered Federal person in connection with any covered Federal action. Metra will comply with Part 20 and similar regulations of other Federal agencies, and will assure compliance by each contractor at any tier on projects financed with Federal assistance. Additionally, Metra will comply with other applicable Federal laws prohibiting the use of Federal assistance for

activities designed to influence Congress or a State legislature with respect to legislation or appropriations except through proper official channels.

F. Metra implements and complies with the requirements of Section 1352 and Part 20 through its financial administration, grants and contracts management processes, and this procedure provides the responsibilities for implementation and compliance.

G. Metra personnel (1) engaged in activities to influence or attempt to influence any covered Federal person in connection with any covered Federal action, (2) connected with the selection, award, and administration of Metra consultant contracts for the purpose of influencing or attempting to influence any covered Federal person in connection with any covered Federal action, and/or (3) connected with the selection, award, and administration of Federal grants and contracts in connection therewith, should be familiar with this procedure, Section 1352 and Part 20.

H. While this procedure provides guidance for compliance with Section 1352 and Part 20, it is not a substitute for them. The Federal law and regulation govern in the event of a conflict with this procedure, and they should be consulted in the event of a compliance question. All inquiries and issues concerning Federal lobbying restrictions should be directed to the Metra Law Department.

III. DEFINITIONS

A. "Agency," as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies, as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

B. "Covered Federal action" means: (1) awarding of any Federal contract; (2) making any Federal grant; (3) making any Federal loan; (4) entering into any cooperative agreement; and/or (5) extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

C. "Covered Federal person" means: an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. An "officer or employee of an agency" includes the following individuals who are employed by an agency: (1) an individual who is appointed to a position in the Government under Title 5, U.S. Code, including a position under a temporary appointment; (2) a member of the uniformed services as defined in 37 U.S.C. § 101(3); (3) a special Government employee as defined in 18 U.S.C. § 202; and (4) an individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee

METRA COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS

Act, Title 5, U.S. Code, Appendix 2.

D. "Federal assistance" means (1) any funds, or property in lieu of funds, received by Metra from a Federal agency as a result of or in connection with a Federal contract, grant, loan, cooperative agreement, or (2) a commitment or agreement by a Federal agency to insure or guarantee a loan to Metra.

E. "Federal grant" means an award of financial assistance in the form of money, or property in lieu of money, by the Federal Government or a direct appropriation made by law to any person. The term does not include technical assistance that provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, loan insurance, interest subsidies, insurance, or direct United States cash assistance to an individual.

F. "Federal loan" means a loan made by an agency. The term does not include loan guarantee or loan insurance.

G. "Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

H. "Loan guarantee and loan insurance" means an agency's guarantee or insurance of a loan made by a person.

I. "Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, or local government, regardless of whether such entity is operated for profit or not for profit.

J. "Recipient" means Metra and all its contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The recipients other than Metra are referred to herein as "contractors."

K. Other definitions are provided at Part 20 and should be consulted as necessary.

IV. RESPONSIBILITIES

A. Segregation of Federal Assistance Funds: Federal assistance funds, including funds received by Metra in connection with a loan insured or guaranteed by a Federal agency, will be maintained in bank accounts separate from the bank account used for payment of lobbying fees, expenses and costs.

METRA COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS

The bank account used for the payment of lobbying fees, expenses and costs will be funded directly and solely by the Regional Transportation Authority from Metra's share of sales tax proceeds. Metra's Chief Financial Officer, Controller, and Senior Director, Grant Management and Accounting, are responsible for maintaining the segregation of Metra funds.

B. Payment of Lobbying Fees, Expenses and Costs: All fees, expenses and costs incurred in connection with influencing or attempting to influence a covered Federal person in connection with a covered Federal action shall be paid from a separate Metra bank account that is funded directly and solely by the Regional Transpiration Authority from Metra's share of sales tax proceeds. Metra's Executive Director/CEO, Chief Financial Officer, and Controller, are responsible for implementing and complying with this requirement.

C. Execution of Lobbying Certifications: Metra's Executive Director/CEO will execute certifications to Federal agencies in connection with lobbying restrictions.

D. Standard Form LLL Reports: Each calendar quarter, Metra will submit to FTA Region V an initial Standard Form (SF) LLL when required by Part 20, or a material change SF LLL when an event constituting a material change in a prior SF LLL has occurred in that quarter. If there has not been a material change event during a calendar quarter, Metra will submit a written statement to FTA Region V to that effect. Those reports should be submitted to FTA Region V within 30 days after end of each quarter. A similar practice shall be employed for other Federal agencies that provide Metra with Federal assistance. Metra's Senior Director, Grant Management and Accounting, will prepare and execute SF LLL reports to Federal agencies. Metra's Executive Director/CEO shall advise the Senior Director, Grant Management and Accounting, as necessary, as to the activities of those Metra personnel involved in influencing or attempting to influence covered Federal persons in connection with covered Federal actions, and the Senior Division Director, General Administration, shall provide the Senior Director, Grant Management and Accounting, with each Metra contract action concerning Metra consultants retained to influence or attempt to influence covered Federal persons in connection with covered Federal actions.

E. Contractor Compliance: The Certification of Restrictions on Lobbying and Affidavits/Certifications For Consultants, see Exhibit 1, are used as attachments to Metra contracts to cover Federal requirements that under the FTA Master Agreement must be flowed down to Metra contractors. (The Certification of Restrictions on Lobbying is used for Invitations For Bids, and Affidavits/Certifications For Consultants is used for Professional Services contracts.) These certifications cover the lobbying certification and disclosure required by Part 20 for contractors, and the respective certification shall be

included in the contract, agreement or similar document with each contractor on Metra projects supported by Federal assistance. Metra contracting officers shall assure that the respective certification is executed by the contractor prior to award of a contract, agreement or grant. Executed certifications shall be maintained by Metra contracting officers with the contract or grant file. Contractors on Metra projects supported by Federal assistance shall also be provided with the guidance letter, see Exhibit 2, to remind them of their obligations under each certification to flow-down the lobbying certification and disclosure requirement to their sub-recipients and to file SF LLLs with Metra as appropriate.

V. INSTRUCTIONS

Responsibility	Action
Senior Division Director,	1. Provide the Senior Director, Grant Management and Accounting each Metra Contract action, new contract issued or change order processed, concerning Metra consultants retained to influence or attempt to influence covered Federal persons in connection with covered Federal actions.
Executive Director/CEO	2. Advise the Senior Director, Grant Management and Accounting as to the activities of those Metra personnel involved in influencing or attempting to influence covered Federal persons in connection with covered Federal actions.
Senior Director, Grant Management and Accounting	3. Submit to FTA Region V an initial Form (SF) LLL, or, to any other Federal Agency that provides Federal assistance.
	4. Submit to FTA Region V on a quarterly Basis a Material change (SF) LLL when an event constitutes a material change in a prior (SF) LLL has occurred in that quarter. If there has not been a material

change event during a calendar quarter, submit a written statement to FTA

V. INSTRUCTIONS (Continued)

Responsibility	Action
	Region V stating so. Submit to any other Federal Agency that provides Federal assistance.
Materials Management	5. Assure that the respective certification is executed by the contractor prior to award of a contract or purchase order and that the executed certifications are part of the respective contract/purchase order file.
	6. Provide guidance letter, see Exhibit 2, to contractors for Metra projects supported by Federal assistance, to remind them of their obligations under each certification to flow-down the lobbying certification and disclosure requirements to their contractors and to file (SF) LLLs with Metra as appropriate.
Treasury	7. Review each check paid to Legislative Consultants to ensure that payment is from the proper disbursement bank account.

Exhibit 1

AFFIDAVITS /CERTIFICATIONS FOR CONSULTANTS

FILL IN THE BLANKS AND SUBMIT THIS FORM WITH PROPOSAL.
HAVE APPLICABLE SIGNATURES NOTARIZED ON LAST PAGE.

STATE OF _____

COUNTY OF _____

The Undersigned represents that s/he is _____ ("Undersigned") the
(Print Name)

_____ of _____
(Print President or other Proper.Title) (Print Name of Entity)

("Company" or "Undersigned") and is authorized to attest on behalf of himself/herself and

_____, and states as follows:
(Print Name of Company)

A. PROHIBITED INTERESTS AND CONFLICTS OF INTEREST.

1. PUBLIC OFFICER PROHIBITED ACTIVITIES ACT AFFIDAVIT.

The Company is the proposer submitting this proposal and that the proposer is in compliance with provisions set forth in the Public Officer Prohibited Activities Act, 50 ILCS 105/0.01, et sea., and to the best of its knowledge and belief, no person holding office, either by election or appointment under the laws or constitution of this State, is in any manner interested, either directly or indirectly, in his/her own name, or in the name of any other person, association, trust, or corporation, in this contract or the performance of any work/services under this contract which such officer has been or may be called upon to act or vote.

2. METRA'S CONFLICTS OF INTEREST ORDINANCE.

Pursuant to 4.03 of Metra's Bidding Regulations:

Members of the Board, officers, and employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are prohibited from having or acquiring any contract or any direct pecuniary interest in any contract which will be wholly or partially performed by the payment of funds or the transfer of property of the Metra. Any firm, partnership, association, or corporation from which any member of the Board, officer, or employee of the Metra is entitled to receive more than seven and one half percent (7-1/2%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by payment of funds or the transfer of property of Metra.

Any firm, partnership, association, or corporation from which members of the Board, officers, employees of Metra, their spouses, their children, their parents, their brothers and sisters and their children, are entitled to receive in the aggregate more than fifteen percent (15%) of the total distributable income, is prohibited from having or acquiring any contract or direct pecuniary interest in any contract which will be performed in whole or in part by the payment of funds or the transfer of property of Metra.

oard members and employees are prohibited from participating in the selection, award, or administration of a contract supported by Metra funds, federal funds, or any other grant funds if a real conflict of interest or, to his or her knowledge, an apparent conflict of interest would be involved. A real or apparent conflict of interest would arise when any of the following has an interest in the entity selected for award: (a) an employee, officer, board member, or agent; (b) any member of his or her immediate family (as listed above in the first paragraph); (c) his or her business partner; or (d) an organization that employs, or intends to employ, any of the above. "Apparent" is defined under this paragraph as being one in which a person is an officer or director of an entity, or has an interest in the ownership or profits of an entity, and such interest appears substantial to a reasonable person. "Interest" is defined under this paragraph as a direct or indirect entitlement to receive any of the entity's profits.

In addition, Undersigned states that no officer of Metra has represented, either as an agent or otherwise, the proposer with respect to this application or bid for contract. Finally, Undersigned states that to best of its knowledge and belief, no officer of Metra has received or been offered from any person on behalf of the proposer, either directly or indirectly, any money or other thing of value as a gift, bribe, or means of influencing any vote or action in any official's capacity. Furthermore, Undersigned certifies that, to the best of its knowledge, it is in compliance with Metra's Bidding Regulations and is unaware of any of the foregoing persons having an interest prohibited by Section 4.03 of the Bidding Regulations.

B. NON-COLLUSION AFFIDAVIT.

The Company is the proposer submitting this proposal and that such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization or corporation; that such proposal is genuine and not collusive or a sham and that said proposer has not been a party to any agreement or collusion among bidders/proposers or prospective bidders/proposers in restraint of freedom of competition by agreement to bid a fixed price or otherwise, or to refrain from proposing, and has not, directly or indirectly, by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of Metra, or of any proposer or anyone else interested in the proposed contract.

C. CERTIFICATE FOR PROPOSAL.

As a part of its offer to contract for services to Metra, the Undersigned hereby certifies that neither the Company nor any of its principals are barred from proposing on the aforementioned contract as a result of a violation of either Section 33 E-3 or 33-4 of 720 ILCS 5/33 E.

D. CERTIFICATE OF DEBARMENT.

As the potential contractor for a primary contract, or subcontractor to a primary contractor for subcontracts over $100,000, the Undersigned certifies to the best of its knowledge and belief, the Company and its principals:

1. Are not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Debarred from federal contracts for violations of various public contracts incorporating labor standard provisions;

2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government entity;

3. (a) have not been convicted under the laws of Illinois or any other state of bribery or attempting to bribe any government officer or employee or have made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct. No business shall be barred from contracting with Metra as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and: i) the business has been finally adjudicated not guilty; or ii) the business demonstrates to Metra, and Metra finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961. For purposes of this Subsection (a), when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct. Contractor hereby certifies that the contractor and its subcontractors are not barred from being awarded a contract or subcontract under this Section.

(b) are not convicted of a felony. No person or business shall do business with Metra from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. Contractor hereby certifies that the Contractor is not barred from being awarded a contract under this Section.

4. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (federal, state or local) for any reason; or

5. Have not, within a three-year period preceding this proposal, had one or more public transactions (federal, state or local) terminated for cause or default.

(If the Undersigned is unable to certify to any of the statements in this certification, the Undersigned shall attach an explanation).

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF THE FEDERAL FALSE CLAIMS ACT ARE APPLICABLE THERETO.

E. CERTIFICATION OF RESTRICTIONS ON LOBBYING.

This certification is required to be completed with the solicitation if the proposal exceeds $100,000.00. Failure to return this certification with the solicitation may result in a determination that the offer is non-responsive or non-responsible.

The Undersigned certifies to the best of its knowledge or 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 any 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 contact, the making of any federal grant, the making of a 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 or any 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 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 document for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

F. REVOLVING DOOR PROHIBITION.

The Undersigned has reviewed its list of employees (and subcontractors) involved in this procurement and it has no knowledge of any former Metra employee being involved in the solicitation process in violation of Section 4.05 of Metra's Bidding Regulations.

Section 4.05 states that all Metra Board members and non-contract personnel in specified positions are expressly prohibited, for a period of one (1) year after terminating employment with Metra, from engaging in any procurement activity with Metra. A "specified position" is one that is non-contract, is held for a period of six (6) months preceding such termination, is at a Grade P12 or above (including M Grades), and is not merely clerical or ministerial in nature. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; or proposing bid, proposal, or contract documents on the part of the former employee or Board member, or in association with the former employee or Board member by or on behalf of any firm, partnership, association, or corporation affiliated with the former employee or Board member. The Undersigned certifies that the award and/or execution of a contract would not cause any violation of Section 4.05.

G. CONTINUING OBLIGATION TO INFORM METRA.

If Company acquires information after executing this certification that there may be an actual or apparent violation of any of the above Company shall promptly bring such information to the attention of Metra's procurement officer. Company shall thereafter cooperate with Metra's review and investigation of such information, and comply with any instruction it receives from Metra in regard to remedying the situation.

H. PENALTIES.

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 the Contract pursuant to Metra's regulations and 31 U.S.C. 1352. A Company who makes a false statement, materials to the certification, is subject to termination for cause. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. 3801, et seq., apply to this certification and disclosure.

_____

Print) Name of Company

By:_____ Date: _____

Signature of Person Makin,, Affidavit (Undersigned listed above)

_____

(Print) Title of Person Making Affidavit

NOTARIZE HERE

Subscribed and sworn to before me

This _____day of_____20____.

_____

Notary Public

CERTAIN SUBCONTRACTOR SIGNATURES REQUIRED ON NEXT PAGE

C:\TEMP\rev.cert affidavit.042303RFP.doc

SUBCONTRACTOR
DEBARMENT CERTIFICATION

NOTE: PRIMARY CONTRACTOR IS RESPONSIBLE FOR THIS FORM BEING SUBMITTED PRIOR TO AWARD. SUBCONTRACTOR(S) WITH SUBCONTRACTS OVER $100,000 MUST ALSO COMPLETE AND SIGN THE FOLLOWING:

STATE OF _____

COUNTY OF _____

The Undersigned represents that s/he is_____ ("Undersigned Subcontractor")
the (Print Name)

_____ of _____
(Print President or Other Proper Title) (Print Name of Subcontractor Entity)

("Subcontractor" or "Undersigned Subcontractor") and is authorized to attest on behalf of himself/herself and Subcontractor Entity by stating as follows:

1. As a subcontractor to a primary contractor for subcontracts over $100,000, the Undersigned Subcontractor certifies to the best of its knowledge and belief that the debarment statements in Section D above are truthful and accurate.
   If Undersigned Subcontractor acquires information after executing this certification that there may be an actual or apparent violation of any of the above, Subcontractor shall promptly bring such information to the attention of Metra's procurement officer.
3. The provisions of Section H above are applicable.

_____
(Print) Name of Subcontractor Entity

By:_____ Date: _____
Signature of Person Making Affidavit (Undersigned listed above)

_____
(Print) Title of Person Making Affidavit

NOTARIZE HERE
Subscribed and sworn to before me
This_____day of _____ 20____.

_____
Notary Public
C:\TEMP\rcv.cert affidavit.042303RFP.doc

METRA – CERTIFICATION OF RESTRICTIONS ON LOBBYING

This certification is required to be completed and returned with the solicitation if the offer exceed $100,000. Failure to return this certification with the solicitation may result in a determination that the offer is non-responsive or non-responsible.

The undersigned certifies, to the best of his or her knowledge or 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of 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 making lobbying contacts to any officer or employee of any 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 FEd. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S. C. 1601, et seq)].

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

[Note: Pursuant to 31 U.S.C. § 1352(s)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understand and agrees that the provisions of 31 U.S.C. A 3801, et seq, apply to this certification and disclosure, if any.

BY: _____

(Authorized Agent or Contractor)

IMPORTANT: EXECUTE AND SUBMIT THIS CERTIFICATION WITH BID/PROPOSAL.

EXHIBIT 2

COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS
[Individual Lobbyist]

Dear [Federal Lobbyist Contractor]:

In Exhibit 1-B, Section E of your contract with Metra, you provided Metra with a certification concerning restrictions on federal lobbying. This letter provides guidance for your compliance with that certification. This letter does not, however, alter or vary the terms of the certification, and in the event of a conflict between this letter and the certification, the terms of the certification control.

First, in Section E, you certified that appropriated funds have not been, and will not be, paid by or on behalf of you to any person for federal lobbying, as defined in the certification, in connection with certain covered federal actions, defined in the certification. That prohibition remains in effect throughout the term of your contract with Metra, and Metra expects that you will maintain adequate policies and procedures to assure continued compliance.

Second, in Section E, you agreed to provide a disclosure form, Standard Form LLL, Disclosure Form to Report Lobbying ("SF LLL"), to Metra if non-appropriated funds have been or will be paid for federal lobbying in connection with those covered federal actions. As your contract with Metra includes performing federal lobbying services for Metra in connection with those covered federal actions, the disclosure requirement is triggered immediately. Please submit a completed SF LLL to Senior Director, Materials Management at Metra within seven (7) days of receiving this letter, and in any event, no later than five (5) calendar days after close of the current calendar quarter. Metra will use the information in your SF LLL to prepare its SF LLL for filing with the appropriate federal agency.

Third, you are to file additional SF LLLs with Metra for each calendar quarter in which there is a material change to a SF LLL that you previously submitted to Metra. Please file those SF LLLs within five (5) days of the close of the respective calendar quarter so that Metra can file its SF LLL with the appropriate federal agency within 15 days of the end of the quarter. We would also appreciate your advising Metra in writing each calendar quarter in which a material change has not occurred that your mostly recent SF LLL remains accurate. If Metra does not receive a SF LLL in a calendar quarter, Metra shall conclude that no material change has occurred and advise federal agencies accordingly.

Finally, Section E of Exhibit 1-B also requires that you (a) include a similar certification in each subcontract made under Metra's contract, and (b) obtain the required SF LLL disclosure from the subcontractor. Accordingly, whenever you make a subcontract as defined in Section E, you are to include the required certification in the subcontract, obtain a SF LLL from the subcontractor, and assure that the subcontractor includes a similar certification in lower-tier subcontracts. This obligation would be triggered, for example, should you retain a contract, non-employee individual or firm to perform federal lobbying on Metra matters. A copy of the certification and SF LLL from the subcontractor is to be provided to the Senior Director, Materials Management at Metra promptly after the subcontract is made.

Your anticipated prompt cooperation is appreciated. If you have further questions concerning this matter, please feel free to contact me.

Sincerely yours,

Senior Director,
Materials Management

EXHIBIT 2

COMPLIANCE WITH FEDERAL LOBBYING REQUIREMENTS [Lobbyist Other Than Individual]

Dear [Federal Lobbyist Contractor]:

In Exhibit 1-B, Section E of your firm's contract with Metra, your firm provided Metra with a certification concerning restrictions on federal lobbying. This letter provides guidance for your firm's compliance with that certification. This letter does not, however, alter or vary the terms of the certification, and in the event of a conflict between this letter and the certification, the terms of the certification control.

First, in Section E, your firm certified that appropriated funds have not been, and will not be, paid by or on behalf of your firm to any person for federal lobbying, as defined in the certification, in connection with certain covered federal actions defined in the certification. That prohibition remains in effect throughout the term of your firm's contract with Metra, and Metra expects that your firm will maintain adequate policies and procedures to assure continued compliance.

Second, in Section E, your firm agreed to provide a disclosure form, Standard Form LLL, Disclosure Form to Report Lobbying ("SF LLL"), to Metra if non-appropriated funds have been or will be paid for federal lobbying in connection with those covered federal actions. As your firm's contract with Metra includes performing federal lobbying services for Metra in connection with those covered federal actions, the disclosure requirement is triggered immediately. Your firm should submit a completed SF LLL to Senior Director, Materials Management at Metra within seven (7) days of receiving this letter, and in any event, no later than five (5) calendar days after close of the current calendar quarter. Metra will use the information in your firm's SF LLL to prepare its SF LLL for filing with the appropriate federal agency.

Third, your firm is to file additional SF LLLs with Metra for each calendar quarter in which there is a material change to a SF LLL that your firm previously submitted to Metra. Your firm should file those SF LLLs within five (5) days of the close of the respective calendar quarter so that Metra can file its SF LLL with the appropriate federal agency within 15 days of the end of the quarter. We would also appreciate your firm advising Metra in writing each calendar quarter in which a material change has not occurred that your firm's mostly recent SF LLL remains accurate. If Metra does not receive a SF LLL in a calendar quarter, Metra shall conclude that no material change has occurred and advise federal agencies accordingly.

Finally, Section E of Exhibit 1-B also requires that your firm (a) include a similar certification in each subcontract made under Metra's contract, and (b) obtain the required SF LLL disclosure from the subcontractor. Accordingly, whenever your firm makes a subcontract as defined in Section E, it is to include the required certification in the

subcontract, obtain a SF LLL from the subcontractor, and assure that the subcontractor includes a similar certification in lower-tier subcontracts. This obligation would be triggered, for example, should your firm retain a contract, non-employee individual or another firm to perform federal lobbying on Metra matters. A copy of the certification and SF LLL from the subcontractor is to be provided to the Senior Director, Materials Management at Metra promptly after the subcontract is made.

Your firm's anticipated prompt cooperation is appreciated. If you or your firm have further questions concerning this matter, please feel free to contact me.

Sincerely yours,

Senior Director,
Materials Management

REPAIR & RETURN/UNIT EXCHANGE ITEMS

CONTENTS

I. PURPOSE

II. APPLICABILITY

III. POLICY

IV. DEFINITIONS

V. RESPONSIBILITIES

VI. INSTRUCTIONS

A. Initiating Repair Action

B. Purchase Order

C. Invoices

EXHIBITS

I. Purchase Requisition
II. Invoice, Repair and Return
III. Invoice, Unit Exchange Initial Charge
IV. Invoice, Unit Exchange Final Charge

NIRCRC Procedure

REPAIR & RETURN/UNIT EXCHANGE ITEMS

PU-23-RC

I. PURPOSE

This procedure provides guidance for processing the following transactions (see definitions in IV, below):

- Remanufacture/repair & return
- Warranty repair
- Unit exchange

II. APPLICABILITY

This procedure is applicable only to the above transactions involving applicable NIRCRC unserviceable items.

III. POLICY

A. Remanufacture/Repair & return, warranty repairs and unit exchanges will be ordered, received and paid in a standardized way as outlined below.

NOTE: Any of the above transactions that can be accomplished under the dollar limit established in PU-12-RC, Local Purchase Orders, may be accomplished under that procedure.

B. Remanufacture/Repair and Return Items. (See Definitions)

1. NIRCRC will provide specifications for any items to be remanufactured. Items will be remanufactured to latest design only upon NIRCRC request.

2. If the item sent for remanufacture is found to be uneconomical to remanufacture or repair (i.e., the cost estimate will exceed 85% of the sale price of a new item), vendor will be instructed to notify NIRCRC.

3. Uneconomically repairable items may be scrapped by the vendor except that the following items will be held for disposition instructions to be furnished by the NIRCRC:

- Traction motors
- AR10 Alternators
- Engines
- Turbo chargers
- Generators

4. Upon return of the remanufactured/repaired item, a detailed invoice (see Exhibit II) will be sent to the NIRCRC, and approved by the appropriate Manager ordering the remanufacture/repair, before payment is made. Shipping charges will be paid by the NIRCRC.

C. Unit Exchange Items. (See Definitions)

1. When an item is exchanged under this procedure, NIRCRC will pay only for labor and materials necessary to restore the item to the remanufacturer's unit exchange standards.

2. Engineering improvements may be automatically incorporated in the remanufacturing process.

3. Upon receipt of a unit exchange major component by a remanufacturer, the NIRCRC may be invoiced an amount approximating the NIRCRC's historical average rebuild charge (see Exhibit III). These invoices will be reviewed and approved by the appropriate manager before payment is made.

4. Upon completion of the remanufacturing process, the remanufacturer will send the NIRCRC a final detailed invoice (see Exhibit IV) showing all labor and materials used. This invoice will be reviewed and approved by the appropriate manager ordering the remanufacture before payment is made.

5. If a turned-in item is found to be uneconomical to repair (i.e., exceeding 85% of the selling price of a new assembly) the remanufacturer will notify the NIRCRC that the item will be scrapped. The NIRCRC will then pay the full amount for a new current production model item, less applicable credit for the scrapped item.

D. Warranty Repairs. Can be handled under terms of unit exchange or repair and return. If the failure of a component assembly is determined to be the responsibility of the manufacturer and the NIRCRC has already made payment, then the manufacturer or remanufacturer shall issue a credit to the NIRCRC to be used on current purchases by the NIRCRC.

E. Approvals. Purchase requisitions, purchase orders and invoices will be approved according to NIRCRC Procedure FI-02-RC, Financial Approval Authorization.

F. Invoices. Will be processed in accordance with FI-07-RC, Invoices.

REPAIR & RETURN/UNIT
EXCHANGE ITEMS

IV. DEFINITIONS

A. Remanufacture/Repair and Return.
Involves the remanufacture or repair of an unserviceable NIRCRC component assembly by a vendor and return of the same item to the NIRCRC.

B. Unit Exchange.
Applies only to direct replacement items. Involves shipping an unserviceable component assembly to a manufacturer or remanufacturer and receiving another serviceable, remanufactured item in exchange. The turned-in item automatically becomes the property of the remanufacturer and the replacement item becomes the property of the NIRCRC.

C. Warranty Repairs.
Applies to a new or remanufactured item that becomes unserviceable while any applicable warranties of the manufacturer or remanufacturer are still in effect.

V. RESPONSIBILITIES

A. User/Requestor Responsible for :

1. Identifying need to send a defective item to a vendor for repair and return or unit exchange.

2. Initiating a request for a Purchase Requisition.

B. Storekeeper

1. Initiating a Purchase Requisition as needed.

2. Sending defective item to vendor and following up on status, receiving repaired or replacement item and issuing for use or storing as applicable.

C. Chief Mechanical Officer/proper Approving Manager

1. Reviewing Purchase Requisitions and determining whether Repair and Return or Unit Exchange.

2. Approving or obtaining approval for Purchase Requisition in accord with FI-02-RC Financial Approval Authorization Procedure.

3. Reviewing and approving invoices per FI-02-RC and FI-07-RC invoices.

D. Purchasing Manager/Buyer

1. Maintaining list of approved vendors for types of items to be repaired/returned or exchanged.

2. Processing Purchase Requisitions into Purchase Orders.

E. Accounts Payable

1. Receiving Invoices from vendors and sending to Chief Mechanical Officer for review and approval.

2. Paying properly approved invoices.

VI. INSTRUCTIONS

A. Initiating Repair Action

Responsibility		Action
Maintenance Supervisor	1.	Identify a defective item needing repair or replacement.
	2.	Replace the defective item from stock (or from unit exchange as per below).
	3.	Notify Storekeeper via a Material Request to initiate a Purchase Requisition
Storekeeper	4.	Initiate Purchase Requisition set (See Exhibit I for example).
	5.	Sign and send set to Chief Mechanical Officer (keep reproduced copy).
Chief Mechanical Officer	6.	Review Purchase Requisition and determine type of transaction (i.e., Remanufacture/Repair and Return, Unit Exchange or Warranty Repair).

	7. Estimate whether total cost will exceed approval unit in FI-02-RC Financial Approval Authority. Obtain review and approval by the proper manager.
Proper Approving Manager (See FI-02-RC)	8. Approve as necessary and send to Purchasing Department.

B. Purchase Order

Responsibility	Action
Purchasing Department	1. Log in Purchase Requisition per PU-02-RC Requisitioning.
Contract Administrator/Buyer (CA/B)	2. Receive Purchase Requisition and Contact approved vendor (document file with justification for single source).
	3. Prepare Purchase Order, inserting "advise price" in place of specific amount.
	4. Obtain signature approval of PO by the Purchasing Manager.
CA/B	5. Notify Storekeeper of PO number.
CA/B or Storekeeper	6. If unit exchange, notify vendor to ship exchange item.
Storekeeper	7. Ship the defective item to the vendor per instructions on PO using shipping document.
	8. Receive notification of receipt of defective item by vendor and file with local copy of Purchase Requisition and PO. (or LPO).
	9. Follow up on status of items as necessary.

10. Receive and record receipt of unit exchange item or repaired items. Send 1 copy to Accounts Payable; 1 copy to Purchasing Department. Issue or store items as appropriate.

C. Invoices

NOTE: (1) Vendor repairs the defective item and if under "Repair and Return" returns it to NIRCRC, and provides detailed invoice for labor and materials used (see Exhibit II).

NOTE: (2) If unit exchange is made, vendor advises NIRCRC of average historical repair charge and also (later) of final charge (normally two separate invoices) for labor and materials used to remanufacture/repair the turned in item. See Exhibits III and IV.

NOTE: (3) All vendors will be instructed to send all invoices directly to NIRCRC Accounts Payable, Blue Island, Illinois. If invoices are received elsewhere, they must be sent first to Accounts Payable before any action is taken with them.

Responsibility	Action
Accounts Payable	1. Receive initial or final invoices relating to Remanufacture/Repair and Return; Unit Exchange; or Warranty Repair Transactions.
	2. Send to Chief Mechanical Officer for review and approval. Also send a copy to Storekeeper, 47th St. for information.
Chief Mechanical Officer	3. Review all received invoices. Obtain signed approval by proper manager as shown in FI-02-RC, Financial Approval Authorization based on amount.

REPAIR & RETURN/UNIT
EXCHANGE ITEMS

Proper Approving Manager (See FI-02-RC)

4. Review and approve invoices as necessary by signing "Approved for Payment" stamp with date.

NOTE: Signature approval of an invoice for payment (from RTA/NIRCRC public funds) certifies that the invoice is correct as shown, the indicated items have been received by the NIRCRC as shown, and the invoice properly may be paid. Resolve any discrepancies (obtain assistance from Purchasing Department as necessary) Before approving for payment.

5. Return approved invoices to NIRCRC Accounts Payable promptly for payments.

NIRCRC

Purchase Requisition

USE TYPEWRITER OR BALLPOINT If Ballpoint is used, PRESS FIRMLY ON HARD SURFACE

1. DATE	2. REQUISITION NO.*
August 17, 1981	RI 0087

3. CHECK TYPE OF REQUISITION AS APPLICABLE:

- [X] Operating Material
- [ ] Capital Equipment
- [ ] Specifications Attached
- [ ] Centralized Budget
- [ ] Books, Periodicals, etc.
- [ ] Consulting Services (Scope attached)
- [ ] Other (Specify):

5. DATE NEEDED: Sept. 4, 1981

4. DELIVER TO:

- [X] 147 W. 47th Street, ATTN: STOREKEEPER, Chicago, IL 60609
- [ ] Other (Specify):

- [ ] 6. EMERGENCY REQUISITION GENERAL MANAGER APPROVAL:
- 7. UMTA/IDOT FUNDING [ ] YES [ ] NO Project No.
- 8. FINAL INSPECTION DEPT

9. SUGGESTED SOURCES (Name, address and tel no.):

a. EMD, LA GRANGE, IL 60525

b.

c.

10. FOB* S/P

11. PAYMENT TERMS* 2% 10 N 30

12. PROMISED DELIVERY* 9-4-81

13. LIN #	14. ACCOUNTING/ DISTRIBUTION CODE	15. U/M	16. QUANTITY NEEDED	17. PART NO./DESCRIPTION	18. UNIT PRICE	19. EXTENSION*
1	00-5751-4001-30	ea	19	9333858 Injector - Unit Exchange	Advise	ADVISE
				5229710	PRICE	PRICE
				bad order injectors to be delivered by our truck		
				Tag A 551140 covers ABOVE EXCHANGE		
				O.E.M. - SOLE SOURCE = EMD		

EXHIBIT 1

20. REQUISITIONING DEPT: Store
BY: Isabel Mone (Signature/Printed name) R Lang APPROVED (Dept Mgr)

21. REQUISITION APPROVED: BUDGET CHECKED, & AUTHORITY TO EXPEND FUNDS GRANTED BY:
(Signature/printed name/date)

22. APPROVED FOR PROCESSING:* D L Quinn PURCHASING MANAGER (date) 8/19/81

23. ESTIMATED TOTAL:* ADVISE PRICE

NOTE: * = FOR PURCHASING USE ONLY

PHONE: CHESAPEAKE 3-7502

INVOICE NO. 7477

ROBERTS-STAGE ELECTRIC CO., INC.

515 SO. WESTERN AVE. • CHICAGO, ILLINOIS 60612

SOLD TO

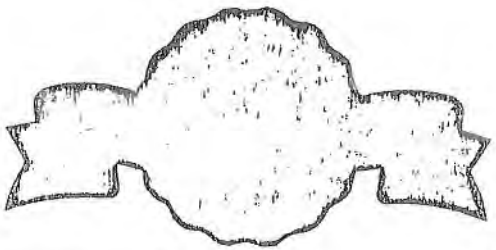
- NIRCRC/RTA
- Rock Island Commuter Service
- 147 W. 47th St.
  Chicago, Illinois 60609
  Attn: Issy Vinci

SHIP TO

EXHIBIT II

YOUR ORDER NO. CR 4416 | TERMS: NET CASH | OUR ORDER NO. 63231 | DATE 4-20-82

QUANTITY	DESCRIPTION	TOTAL
	Repair 1 Train Track Receiver Coil "Round Type"	
	Stripped winding from old coil. Sandblasted laminations and straightened. Manufactured form and rewound coil, dipped in varnish and cured in oven. Encapsulated winding, brought out new leads and cured in oven. Reinstalled coil on laminations. Coil tested and completely reinsulated with Class F insulator.	
	Labor 447.20 Material 47.80	$495.00
	Tax Exempt (Rolling Stock)	



ELECTRICAL MAINTENANCE AND REPAIRS • NEW AND REBUILT MOTORS AND GENERATORS • LIGHT AND POWER WIRING • BRUSHES AND CONTACTS

GENERAL RAILWAY SIGNAL

A UNIT OF GENERAL SIGNAL

ROCHESTER, NEW YORK 14...

SHIPPED FROM	DATE SHIPPED	INVOICE DATE	INVOICE NO	PG	TERMS NET 30 DAYS
ROCHESTER, N.Y.	04/12/82	04/23/82	6088377		01

CUSTOMER ORDER NO	CUSTOMER REQUISITION	DATE CUST ORD	G.R.S. ORD NO	CODE
RI 363	LPO 00206	03/12/82	9061338	0393

ROUTING	F.O.B	AREA CODE
	ROCHESTER N.Y.	20

SOLD TO

NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD CORPORATION
BLUE ISLAND DEPOT
2300 WEST GROVE
BLUE ISLAND, IL.
60406

SHIPPED TO

NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD CORPORATION
147 W 47TH STREET
CHICAGO IL 60609

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	AMPLIFIER 59265-37 GR 2 005784440530 S/N A79023 RDOC 20187	152.58	152.58
				152.58
		FREIGHT CHARGES	(05087)	2.15
				154.73

PARTIAL

EXHIBIT III

PLEASE SEND REMITTANCE TO
GENERAL RAILWAY SIGNAL COMPANY
P. O. BOX 91049
CHICAGO, ILLINOIS
60693

BUYER AGREES HE HAS FULL KNOWLEDGE OF THE CONDITIONS PRINTED ON THE REVERSE SIDE HEREOF, AND THAT THE SAME ARE PART OF THE AGREEMENT BETWEEN BUYER AND SELLER AND SHALL BE BINDING NOTWITHSTANDING ANY CONTRARY STATEMENT TO THE CONTRARY CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITING.

TOTAL INVOICE 154.73

ELECTRO-MOTIVE DIVISION

GENERAL MOTORS CORPORATION
LA GRANGE, ILLINOIS 60525

REMANUFACTURING SERVICE

CUSTOMER'S ORDER AND/OR REQUISITION NO	REC REP NO.	CUST ORDER DATE	SHIPPER NO	ACCT CODE	SHIP CODE	ORDER CODE	TAX CODE	INVOICE NO	PAGE NO
RI515	106354	02 25 82	1[illegible]623	1	1	1	34	557677	1

ST	CITY	COUN
11		

TERMS
F.O.B. SHIPPING POINT

INVOICE DATE: 04 16 82

SHIP TO
NIRCRC VINCI
147 W 47TH ST
CHICAGO
IL 60609

DISCOUNT: 2% - 15 DAYS FROM DATE OF INVOICE ON MATERIAL VALUE UNLESS OTHERWISE NOTED BELOW. NO DISCOUNT WILL BE ALLOWED ON MAJOR ASSEMBLIES AS STATED IN THE PUBLISHED CATALOGS AND BULLETINS. NO DISCOUNT ON TRANSPORTATION CHARGES AND FIXTURES.

SHIPPING INSTRUCTIONS
022582 PU R288391

CUST CODE: 5760

☐ NET CASH 30 DAYS NO DISCOUNT ALLOWED. PLEASE REFER ANY QUESTIONS REGARDING THIS INVOICE TO CREDIT AND COLLECTIONS, LA GRANGE, ILLINOIS

SOLD TO
NIRCRC BLUE IS DPO
ATTN ACCTS PAYABLE
2300 W GROVE ST
BLUE ISL IL 60406

X UNIT EXCHG. | REP & RET

PLEASE REMIT TO: P. O. BOX 96190
CHICAGO, ILLINOIS 60693

QUANTITY	PART NO.	DESCRIPTION	TYPE	SERIAL NO.	TAG NO.
1	8365573	TRACTION MTR		77H1-1110	655501

QUANTITY	BULLETIN NO.	REFERENCE OR PART NO.	DESCRIPTION	UNIT PRICE	MATERIAL	LABOR
1	201	1.01	T.M.BASIC D77		949 07	1604 00
1	201	6.021	C.E. GLASS BAND		23 05	36 75
1	201	6.12	STRING BANDS		19 18	63 50
1	201	12.21	REN I.P.COIL D77 SEP		229 90	59 25
6	201	26.01	AXL CAP HARDWARE REN	3 27	19 62	
1	201	26.04	AXL CAP HARDWARE REN		36 20	
1	201	27.	AXLE SHIELD RENEWAL		10 09	
1	201	32.15	OIL RING RENEW-IN		51 62	
1	201	34.02	APPLY PINION			30 00
1	201	34.05	PINION REN-15 TOOTH		250 00	
1	201	40.01	CLEAN TIG WELD			129 25
1	201	41.02	MISC.FRAME REWORK			35 00
1	201	41.03	MISC.WELD REPAIRS			124 00
1	201	41.06	APPLY RIV			16 50
1	201	8248794	CONNECTOR	20 35	20 35	
1	201	8300182	WASHER	59	69	
1	201	8300183	NUT	6 56	6 56	

EXHIBIT IV

	1615 43	2118 25
Less amount billed on invoice 501515 3/1/82	(5535 00)	(5220 00)
	(3919 57)	(3101 75)
Total Credit		(7021 32)

= 557677

XXXXXXXXXX

[illegible]