

EXHIBIT 5a(i)(7)

1-31-2012 Response to the DOT

January 31, 2012

Mr. Dominick J. Gatto, PE
Director, Office of Program Management and Oversight
U. S. Department of Transportation
Federal Transit Administration, Region V
200 West Adams Street, Suite 320
Chicago, Illinois 60606-2789

**Re: Procurement System Review Final Report
January 2012 Submittal**

Dear Mr. Gatto:

In our PSR Response plan submitted to FTA on November 18, 2011, Metra identified four (4) deficient Elements that we would respond to by January 31, 2012. Attached please find Responses to these four (4) Elements, numbers: 2, 6, 48, and 56. In addition, ten (10) previously submitted Elements that were partially accepted, not accepted, or under review have been updated. Attached are revised Responses to Elements: 7, 12, 13, 15, 19, 24, 25, 41, and 59/60. With this submittal, Metra has responded to all twenty-four Elements found deficient in the Final Report, and has revised our Responses to those Elements with inadequate Responses. Please see the attached Response tracking table. We await your acceptance of these submitted Responses, and will provide additional information, if requested.

Regarding implementation of revised procurement practices, we are currently planning to host training sessions at Metra and also place our Procurement staff in training programs provided by NTI. Additionally, Metra management will conduct internal training of Metra Procurement staff in the new procedures. Finally, Metra's Audit Department will develop an audit plan to monitor implementation of and adherence to the proper procurement practices. In closing, we will work with FTA to achieve full implementation of the recommended procurement system improvements.

Sincerely,



Lynnette H. Ciavarella
Senior Division Director
Strategic Capital Planning/Grants Development

Attach.

cc: w/o attachment
Lisa Joiner, FTA
Alexander Clifford, Metra
Theresa Barnett, Metra
Eric Fernandes, Metra
Paul Kisielius, Metra
David Simmons, Metra

Status of PSR Findings

Updated: January 31, 2012

General Deficiencies

#	Element	Response			Status	Closed
		Original Request	Due	Submitted		
2	Contract administration system	19-Oct-11	31-Jan-12	31-Jan-12		
5	System for ensuring most efficient and economic purchase	19-Oct-11	30-Nov-11	30-Nov-11		
6	Procurement policies & procedures	19-Oct-11	31-Jan-12	31-Jan-12		
7	Independent cost estimates	20-Aug-11	31-Jan-12	31-Jan-12	8/22/11 submitted; 11/10/11 partially accepted	
12	Arbitrary action	20-Aug-11	31-Jan-12	31-Jan-12	10/21/11 submitted; 11/10/11 partially accepted	
13	Brand name restrictions	20-Aug-11	31-Jan-12	31-Jan-12	10/21/11 submitted; 11/10/11 partially accepted	
15	Contract term limitations - rolling stock	20-Aug-11	31-Jan-12	31-Jan-12	8/22/11 submitted; 11/10/11 partially accepted	
16	Written procurement selection procedures	20-Aug-11		22-Aug-11		x
18	Award to responsible contractors	20-Aug-11		22-Aug-11		x
19	Sound & complete agreement	20-Aug-11	31-Jan-12	31-Jan-12	10/21/11 submitted; 11/10/11 not accepted	
24	Clear, accurate, & complete specifications	20-Aug-11	31-Jan-12	31-Jan-12	9/22/11 submitted; 11/10/11 partially accepted	
25	Adequate competition - two or more competitors	20-Aug-11	31-Jan-12	31-Jan-12	10/21/11 submitted; 11/10/11 not accepted	
36	Evaluation (RFP)	20-Aug-11	30-Nov-11	30-Nov-11		
37	Price & other factors (RFP)	20-Aug-11	30-Nov-11	30-Nov-11		
39	Cost analysis required (sole source)	20-Aug-11	30-Nov-11	30-Nov-11		
41	Cost or price analysis	20-Aug-11	31-Jan-12	31-Jan-12	8/22/11 submitted; 11/10/11 partially accepted	
42	Written record of procurement history	20-Aug-11	30-Nov-11	30-Nov-11		
44	Out of scope changes	20-Aug-11		21-Oct-11		x
46	Progress payments	20-Aug-11	30-Nov-11	30-Nov-11		
48	Cost plus percentages of costs	20-Aug-11	31-Jan-12	31-Jan-12		
52	Serial price negotiations (A&E)	20-Aug-11		10-Nov-11		x
56	Clauses	20-Aug-11	31-Jan-12	31-Jan-12		
59	Buy-America Pre-award review - bus	20-Aug-11	N/A	31-Jan-12	8/22/11 submitted; under FTA review	
60	Buy-America Post-award review - bus	20-Aug-11	N/A	31-Jan-12	8/22/11 submitted; under FTA review	

Total Open 20
Total Closed 4

Specific Contracts

#	Element	Response			Status	Closed
		Requested	Due	Submitted		
1	Utility Trucks and Cargo Vans - Terry's Ford	N/A	N/A	22-Aug-11	under FTA review	
2	Blanket Signal Engineering Contract - LTK	N/A	N/A	27-Oct-11	under FTA review	
3	Mfg Engineering Rehab of 176 Cars - Nippon Sharyo	N/A	N/A	27-Oct-11	under FTA review	
4	QA Oversight and General Program Support - EMS	N/A	N/A	21-Oct-11	under FTA review	

**THE FOLLOWING ELEMENTS WERE
PARTIALLY ACCEPTED OR NOT ACCEPTED AT
THE FTA MEETING HELD ON 11/10/11:**

Element #7 – Partially Accepted

Element #12 – Partially Accepted

Element #13 – Partially Accepted

Element #15 – Partially Accepted

Element #19 – Not Acceptable

Element #24 – Partially Acceptable

Element #25 – Not Acceptable

Element #41 – Partially Acceptable

Element #59 & #60 to add into a procedure

Elements that were partially accepted or not accepted, and require additional modifications or additions to the submitted Revised Responses.

Independent Cost Estimates (Element #7):

Metra's Revised Response: On November 10, 2011, FTA partially accepted Metra's response, but requested that Metra show that the requirement was included in other procedures than just the procedure for A&E Services, Brooks Method (PU-08-RC). See attached procedures also requiring that an independent cost estimate be provided (PU-05-RC, PU-06-RC and PU-14-RC).

Arbitrary Action (Element #12):

Metra's Revised Response: On November 10, 2011, FTA partially accepted Metra's response, but requested that Metra state in our procedures that arbitrary action is prohibited (see attached PU-02-RC) and that the evaluation summary include an explanation if there is a wide "spread" in a consensus evaluation scoring range (see attached PU-06-RC and PU-08-RC). Additionally, the FTA requested that Metra state in its A & E Services, Brooks Method procedure, that 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 (See attached PU-08-RC).

Brand Name Restrictions (Element #13):

Metra's Revised Response: On November 10, 2011, FTA partially accepted Metra's response, but requested that Metra insert into our procedure language that there is an evaluation of the "equal proposed product(s)" to determine if it is an "approved equal" to the brand name product requested. See attached proposed revised procedure PU-02-RC.

Contract Period of Performance Limitations (Element #15):

Metra's Revised Response: On November 10, 2011, FTA partially accepted Metra's response, but requested that Metra insert into its procedures language a specific term limitation for the procurement of rolling stock. This limits Metra from purchasing no more than the material requirements for rolling stock or replacement parts required by Metra for a period of five years from the effective date of the contract. See attached proposed revised procedure PU-02-RC.

Sound and Complete Agreement (Element #19):

Metra's Revised Response: On November 10, 2011, FTA did not accept Metra's response. However, Metra's revised response for the two contracts, the A&E procurement for manufacturing engineering in the rehabilitation of 176 bi-level passenger railcars (Nippon Sharyo) and the A&E services for signal engineering (LTK), were addressed in a separate document.

However, attached is proposed revised procedure PU-08-RC that requires the rationale for the procurement method and the selection of the contract type be included in the

contract file. To assist providing the correct information in a contract file, Dr. Harris provided an Appendix H, "Contract/Purchase Order File Index," which Metra has revised and re-titled, "Checklist – IFB's and Checklist - RFP's" (see attached).

The Senior Division Director, General Administration will conduct an Element-by-Element review with all of the appropriate members of the Procurement and Professional Services staff. The training sessions will review each deficiency and the appropriate corrective action(s) to be implemented. The review will include an analysis of the PSR findings, as well as the purpose and execution of the corrective action. The Senior Director will document when they were held, which Elements were discussed, and who attended the training session. This documentation will be held in the PSR final report file. In addition, Metra will pursue available training provided by FTA, NTI, or other existing sources. We will offer to host courses so that we may include as many Metra Procurement staff as possible. To the extent that existing training does not cover certain topics, we will be issuing an RFP for a consultant to develop specialized training.

Lastly, Audit will commence an independent audit within 120 days of the acceptance of final corrective actions by the FTA. The 120 days should provide adequate time for selecting a sample of procurement awards for our audit to confirm that Metra is following procedures and corrective actions consistently and to issue the report as recommended.

Complete Specifications (Element #24):

Metra's Revised Response: On November 10, 2011, FTA partially accepted Metra's response, but Metra's response addressed "services" and the PSR requested that we also address procedures that apply to "parts." Metra has amended its procedures to augment and clarify the user departments' obligation to provide complete, clear, accurate, and unambiguous descriptions of "materials" (including parts) and "services," and the procurement department's obligation to oversee this process. See attached procedure PU-02-RC.

Adequate Competition – Two or More Responsible Bidders (Element #25):

Metra's Revised Response: On November 10, 2011, FTA partially accepted Metra's response, but the FTA noted that Metra's response did not incorporate in Metra's procedures what action is to be taken when a single bid is received. See attached procedures that address the actions to be taken when a single bid is received (PU-05-RC, PU-06-RC, PU-08-RC and PU-14-RC).

Cost or Price Analysis (Element #41):

Metra's Revised Response: On November 10, 2011, FTA partially accepted Metra's response, but noted that Metra's response only addressed cost or price analysis for the A & E Services procedure, but did not address the cost or price analysis in any other procedures. All other applicable procedures have now been amended to include the revised Appendix G (now labeled Price Analysis

Documentation) that Dr. Harris recommended (see attached proposed revised Procedure PU-05-RC, PU-06-RC and PU-14-RC).

Pre-Award Review - Bus (Element #59) and Post Award Review - Bus (Element #60):

Metra's Revised Response: On November 10, 2011, FTA requested that Metra incorporate the Buy America requirement into our procedures. See attached revised procedures PU-05-RC, PU-07-RC and PU-14-RC.

Contract Administration System (Element #2):

Metra's Revised Response: The PSR noted that contract types should be clearly stated for all contracts and they should be administered in the manner appropriate for the specific type of contract. In addition, a contract administration system should be documented in policies and procedures.

With respect to the contract administration issue stated above, please see the attached proposed newly created Contract Management and Administration procedure, PU-03-RC.

The PSR also noted that adjustments to provisional billing rates must be done on an annual basis for all cost-plus-fixed-fee contracts, including the resulting differences in invoiced versus paid amounts to the FTA. Metra's adjustments are described below.

Provisional Billing Rate Adjustments.

Provisional overhead rates shall be used for billing purposes initially. All provisional overhead rates shall be replaced with audited rates in accordance with federal cost principles (FAR Part 31) through audits performed by certified independent accountants as arranged and paid for by the Consultant being audited. Audited rates shall be submitted annually during the term of the contract. Annual audited rates shall be submitted through the Consultant to Metra's Contracting Officer within four months of the end of each firm's current fiscal year. Upon written approval of Metra, the audited rates will be used to adjust overhead billed for work performed during the Consultant's and Subconsultant's fiscal year upon which the rate is based. The rate will then be used as the provisional rate going forward until the next year's rate is approved by Metra. 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.

Overhead rates are assumed to be the Consultant's field office rate, unless otherwise agreed to in writing by Metra's Contracting Officer. Metra, in its sole discretion, may approve the use of a home office overhead rate where it is determined that it is in Metra's best interest to have work performed at the Consultant's home office.

Metra reserves the right to withhold payments from any firm which fails to provide Metra with an acceptable audited rate or other documentation required by Metra, until such time as an acceptable audit or acceptable documentation is received and approved, in writing, by Metra.

In addition, the contract value may be adjusted in accordance with the approved overhead rate. The fixed fee dollar amount will not be changed in any way through the overhead adjustment process stated in this section. Any amounts paid to any employee in excess of the approved salary rate or hours shall be the sole responsibility of the Consultant and shall not be passed onto Metra in any manner, including but not limited to, increases in the overhead rate.

Cognizant Agency Audited Rates.

As required by FTA Circular 4220.1F (page VI-14, Rev. 3, 02/15/11), if the Consultant and/or Subconsultants have FAR indirect cost rates established by a cognizant Federal or State government agency, and if those rates are not currently under dispute, then such audited rates will be applied as set forth below. Consultant agrees to provide such rates to Metra. Consultant also agrees to require its Subconsultants to provide such rates to Metra if such rates have been established by a cognizant Federal or State government agency for the Subconsultants.

Metra payments made using the provisional overhead rate will be adjusted by the Consultant to conform with the audited overhead rate approved by Metra for each year. The Consultant shall submit such adjustment within sixty (60) days upon approval of the overhead rate by Metra for each year. The Consultant will prepare an invoice to Metra for the overhead rate adjustment and provide a computation listing each invoice number and the amount paid for the prior year, the provisional overhead rate applied, the audited and/or accepted overhead rate approved by Metra, and pay or invoice as appropriate, the resulting difference in the amount either due Metra or the Consultant in accordance with the computation made.

See attached revised pages one (1) through three (3) of Metra's standard Agreement for Professional and Consulting Services.

The Senior Division Director, General Administration will conduct an Element-by-Element review with all of the appropriate members of the Procurement and Professional Services staff. The training sessions will review each deficiency and the appropriate corrective action(s) to be implemented. The review will include an analysis of the PSR findings, as well as the purpose and execution of the corrective action. The Senior Director will document when they were held, which Elements were discussed, and who attended the training session. This documentation will be held in the PSR final report file. In addition, Metra will pursue available training provided by FTA, NTI, or other existing sources. We will offer to host courses so that we may include as many Metra Procurement staff as possible. To the extent that existing training does not cover certain topics, we will be issuing an RFP for a consultant to develop specialized training.

Lastly, Audit will commence an independent audit within 120 days of the acceptance of final corrective actions by the FTA. The 120 days should provide adequate time for selecting a sample of procurement awards for our audit to confirm that Metra is

following procedures and corrective actions consistently and to issue the report as recommended.

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 Office/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

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CONTRACT AND MANAGEMENT ADMINISTRATION

- 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 analysis 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.

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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.

This is a cost-plus-fixed fee type of contract. The total estimated costs for the Work performed under this contract is \$XXXXXX. The fixed fee for this Work is \$XXXXXX. The total cost-plus-fixed-fee amount for this contract, including all task orders released hereunder is \$XXXXXX. Metra agrees to pay, and Consultant agrees to accept as full payment for the Work, the provisional indirect and labor rates, as revised and justified by the Consultant, stipulated on Metra's Form 4400 (or any other cost or price schedule) which is attached as Exhibit 2 of this Agreement. The amount of the fixed fee will not change under this Agreement unless the level of effort or complexity of the Work changes. In no event, shall the fixed fee exceed 10% of the Prime Consultant's Direct Labor and Overhead costs. With respect to the overhead rate described on a Form 4400, Consultant will include the agreed-upon provisional billing rate approved by Metra.

Provisional overhead rates shall be used for billing purposes initially. All provisional overhead rates shall be replaced with audited rates in accordance with federal cost principles (FAR Part 31) through audits performed by certified independent accountants as arranged and paid for by the Consultant being audited. Audited rates shall be submitted annually during the term of the contract. Annual audited rates shall be submitted through the Consultant to Metra's Contacting Officer within four months of the end of each firm's current fiscal year. Upon written approval of Metra, the audited rates will be used to adjust overhead billed for work performed during the Consultant's and Subconsultant's fiscal year upon which the rate is based. The rate will then be used as the provisional rate going forward until the next year's rate is approved by Metra. 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.

Overhead rates are assumed to be the Consultant's field office rate, unless otherwise agreed to in writing by Metra's Contracting Officer. Metra, in its sole discretion, may approve the use of a home office overhead rate where it is determined that it is in Metra's best interest to have work performed at the Consultant's home office.

Metra reserves the right to withhold payments from any firm which fails to provide Metra with an acceptable audited rate or other documentation required by Metra, until such time as an acceptable audit or acceptable documentation is received and approved, in writing, by Metra.

In addition, the contract value may be adjusted in accordance with the approved overhead rate. The fixed fee dollar amount will not be changed in any way through the overhead adjustment process stated in this section. Any amounts paid to any employee in excess of the approved salary rate or hours shall be the sole responsibility of the Consultant and shall not be passed onto Metra in any manner, including but not limited to, increases in the overhead rate.

Cognizant Agency Audited Rates.

As required by FTA Circular 4220.1F (page VI-14, Rev. 3, 02/15/11), if the Consultant and/or Subconsultants have FAR indirect cost rates established by a cognizant Federal or State government agency, and if those rates are not currently under dispute, then such audited rates will be applied as set forth below. Consultant agrees to provide such rates to Metra. Consultant also agrees to require its Subconsultants to provide such rates to Metra if such rates have been established by a cognizant Federal or State government agency for the Subconsultants.

Metra payments made using the provisional overhead rate will be adjusted by the Consultant to conform with the audited overhead rate approved by Metra for each year. The Consultant shall submit such adjustment within sixty (60) days upon approval of the overhead rate by Metra for each year. The Consultant will prepare an invoice to Metra for the overhead rate adjustment and provide a computation listing each invoice number and the amount paid for the prior year, the provisional overhead rate applied, the audited and/or accepted overhead rate approved by Metra, and pay or invoice as appropriate, the resulting difference in the amount either due Metra or the Consultant in accordance with the computation made.

Consultant shall notify Metra at least 60 days prior to when total estimated costs are expected to reach 85% of the total estimated costs hereunder.

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. _____.

Eligible Costs

Reimbursing costs.

(1) For the purpose of reimbursing allowable costs, the term "costs" includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

Procurement Policies and Procedures (Element #6):

Metra's Revised Response: The PSR noted that a detailed review of Metra's procedures revealed that the areas listed below were not addressed. The PSR noted that these areas should be included in Metra's Policies and Procedures manual. For each item that was noted as missing in our procedures, we have indicated the item that was missing and attached the relevant revised proposed procedure:

- Requirements for the use of Time and Materials type contracts.
See attached proposed revised procedure PU-02-RC.
- Tag-ons.
See attached proposed revised procedure PU-10-RC.
- Prohibition on unreasonable requirements as qualification to bid.
See attached proposed revised procedure PU-02-RC.
- Prohibition on arbitrary action.
See attached proposed revised procedure PU-02-RC.
- Prohibition on geographic preference for A&E contracts.
See attached proposed revised procedure PU-02-RC.
- Requirements for clear and accurate specifications.
See attached proposed revised procedure PU-02-RC, PU-06-RC and PU-08-RC.
- Requirements applicable to micro-purchase.
See attached proposed revised procedure PU-04-RC.
- Requirements applicable to small purchases.
See attached proposed revised procedure PU-04-RC.
- Procurements of Design-Bid-Build.
See attached proposed revised procedure PU-02-RC.
- Procurement of Design-Build.
See attached proposed revised procedure PU-08-RC and PU-14-RC.
- Requirements to complete an independent cost estimate.
See attached proposed revised procedure PU-05-RC, PU-06-RC, PU-08-RC and PU-14-RC.
- Grantee's cost principals.
See attached proposed revised procedure PU-02-RC.
- Bonding requirements for construction contracts.
See attached proposed revised procedure PU-02-RC and PU-14-RC.
- Advance payments.
See attached proposed revised procedure PU-02-RC.
- Requirements for progress payments.
See attached proposed revised procedure PU-02-RC.
- Requirements for liquidated damages.
See attached proposed revised procedure PU-02-RC.
- Requirements for breach contract remedies.
See attached proposed revised procedure PU-02-RC.

- Requirements for termination clauses.
See attached proposed revised procedure PU-02-RC.
- Federal statutory and regulatory requirements for contracts funded under Federal grants.
See attached proposed revised procedure PU-02-RC, PU-05-RC, PU-06-RC, PU-08-RC and PU-14-RC.
- Requirements for revenue contracts.
See attached proposed revised procedure PU-02-RC.

The Senior Division Director, General Administration will conduct an Element-by-Element review with all of the appropriate members of the Procurement and Professional Services staff. The training sessions will review each deficiency and the appropriate corrective action(s) to be implemented. The review will include an analysis of the PSR findings, as well as the purpose and execution of the corrective action. The Senior Director will document when they were held, which Elements were discussed, and who attended the training session. This documentation will be held in the PSR final report file. In addition, Metra will pursue available training provided by FTA, NTI, or other existing sources. We will offer to host courses so that we may include as many Metra Procurement staff as possible. To the extent that existing training does not cover certain topics, we will be issuing an RFP for a consultant to develop specialized training.

Lastly, Audit will commence an independent audit within 120 days of the acceptance of final corrective actions by the FTA. The 120 days should provide adequate time for selecting a sample of procurement awards for our audit to confirm that Metra is following procedures and corrective actions consistently and to issue the report as recommended.

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. 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

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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, without waiving any rights Metra may have in conjunction with processing the Change Order.

The Executive Director, 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

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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.** 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

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REQUISITIONING OF MATERIALS & SERVICES

- 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. 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.

Materials Management Department

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REQUISITIONING OF MATERIALS & SERVICES

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REQUISITIONING OF MATERIALS & SERVICES

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- Assign the proper user department account/distribution code(s) to the Materials and/or Services requested in the Purchase Requisition(s).
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- 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.

Materials Management Department

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**PROFESSIONAL SERVICE CONTRACTS
(GRANT-FUNDED, NON-BROOKS)**

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.

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/

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ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

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 Architectural & Engineering (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 who, 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 the solicitation of proposals from Offerors. The solicitation documents must also include as an Exhibit the Federal Transit Administration 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 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

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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, 94-1, 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 reasons should be documented.

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.

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.

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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 statutes 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. 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

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**ARCHITECTURAL AND ENGINEERING
SERVICES CONTRACTS
(BROOKS METHOD)**

I. PURPOSE

This procedure sets forth policies and instructions for acquiring, administering, and terminating contracts for A & E services by Metra, regardless of the funding mechanism. 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 the funding mechanism. However, Circular 4220.1F applies to each FTA recipient of Federal assistance when it uses FTA assistance for third party contracts. 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. 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 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

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**FORMAL SOLICITATION AND AWARD
FOR CONSTRUCTION CONTRACTS**

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.

III. DEFINITIONS

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

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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.

The bid solicitation process will contain procedures for including Disadvantaged Business Enterprises on bidders' list for the commodity or service being purchased, where appropriate.

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.

Circular 4220.1F applies to each FTA recipient of Federal assistance when it uses FTA assistance for third party contracts. 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.

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.

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FORMAL QUOTATIONS AND AWARD

Only bids received by the announced due date and time will be considered.

II. POLICY (Continued)

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.

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. 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

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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 94-18 or NIRC Ordinance 94-1, 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.

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

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**PROFESSIONAL SERVICE CONTRACTS
 (GRANT-FUNDED, NON-BROOKS)**

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.

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.

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**ARCHITECTURAL AND ENGINEERING
 SERVICES CONTRACTS
 (BROOKS METHOD)**

I. PURPOSE

This procedure sets forth policies and instructions for acquiring, administering, and terminating contracts for A & E services by Metra, regardless of the funding mechanism. 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 the funding mechanism. However, Circular 4220.1F applies to each FTA recipient of Federal assistance when it uses FTA assistance for third party contracts. 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. 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 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

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ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS (BROOKS METHOD)

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 Architectural & Engineering (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 who, 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 the solicitation of proposals from Offerors. The solicitation documents must also include as an Exhibit the Federal Transit Administration 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 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

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**FORMAL SOLICITATION AND AWARD
FOR CONSTRUCTION CONTRACTS**

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.

III. DEFINITIONS

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

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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. 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

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REQUISITIONING OF MATERIALS & SERVICES

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**FORMAL SOLICITATION AND AWARD
FOR CONSTRUCTION CONTRACTS**

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.

III. DEFINITIONS

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.

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REQUISITIONING OF MATERIALS & SERVICES

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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

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REQUISITIONING OF MATERIALS & SERVICES

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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

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REQUISITIONING OF MATERIALS & SERVICES

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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

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REQUISITIONING OF MATERIALS & SERVICES

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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

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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 statutes 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. 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

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REQUISITIONING OF MATERIALS & SERVICES

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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

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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.

The bid solicitation process will contain procedures for including Disadvantaged Business Enterprises on bidders' list for the commodity or service being purchased, where appropriate.

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.

Circular 4220.1F applies to each FTA recipient of Federal assistance when it uses FTA assistance for third party contracts. 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.

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.

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**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 94-18 or NIRC Ordinance 94-1, 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.

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

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**ARCHITECTURAL AND ENGINEERING
SERVICES CONTRACTS
(BROOKS METHOD)**

I. PURPOSE

This procedure sets forth policies and instructions for acquiring, administering, and terminating contracts for A & E services by Metra, regardless of the funding mechanism. 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 the funding mechanism. However, Circular 4220.1F applies to each FTA recipient of Federal assistance when it uses FTA assistance for third party contracts. 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. 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 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

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**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).

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.

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. For contracts that include capital funds, a price/cost analysis and a history of procurement must be prepared and maintained on file.

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REQUISITIONING OF MATERIALS & SERVICES

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 exists which requires immediate delivery of such requested Materials and/or Services; and (b) the subject emergency situation is not directly or indirectly

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FORMAL QUOTATIONS AND AWARD

II. POLICY (Continued)

Purchase orders will be awarded to the lowest responsive and responsible bidder.

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. 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 Materials Management Department Head. Ensures memorandum is signed by

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**PROFESSIONAL SERVICE CONTRACTS
(GRANT-FUNDED, NON-BROOKS)**

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.

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.

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**FORMAL SOLICITATION AND AWARD
FOR CONSTRUCTION CONTRACTS**

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.

III. DEFINITIONS

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

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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.

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**PROFESSIONAL SERVICE CONTRACTS
 (GRANT-FUNDED, NON-BROOKS)**

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).

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.

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**ARCHITECTURAL AND ENGINEERING
SERVICES CONTRACTS
(BROOKS METHOD)**

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. No contract shall exceed five (5) years including options, if any.

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).

Once a contract has been executed, 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 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 contract, including without limitation termination of the 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).

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

Architectural & Engineering (A & E) Services: See Glossary.

Blue Folder: See Glossary.

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**ARCHITECTURAL AND ENGINEERING
SERVICES CONTRACTS
(BROOKS METHOD)**

I. PURPOSE

This procedure sets forth policies and instructions for acquiring, administering, and terminating contracts for A & E services by Metra, regardless of the funding mechanism. 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 the funding mechanism. However, Circular 4220.1F applies to each FTA recipient of Federal assistance when it uses FTA assistance for third party contracts. 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. 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 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

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REQUISITIONING OF MATERIALS & SERVICES

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. 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

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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. Metra prohibits geographic preferences, except in those cases where applicable Federal statutes 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. 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).

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.

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.

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**ARCHITECTURAL AND ENGINEERING
SERVICES CONTRACTS
(BROOKS METHOD)**

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. No contract shall exceed five (5) years including options, if any.

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).

Once a contract has been executed, 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 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 contract, including without limitation termination of the 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).

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

Architectural & Engineering (A & E) Services: See Glossary.

Blue Folder: See Glossary.

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**ARCHITECTURAL AND ENGINEERING
SERVICES CONTRACTS
(BROOKS METHOD)**

- Reviews the initial RFP and prepares the formal RFP. Assures that there is a clear, accurate description of the technical requirements, and unambiguously as possible for the 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 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 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 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 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.**
- 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).

Material Management Department

- Reviews contracts and approves as appropriate.

Requisitioner/User

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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 SOLICITATION 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: _____

CHECK LIST – IFB’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.

	IFB No. _____ Section A SOLICATION DOCUMENTS	
Tab No.	Document(s)	Audited By
1.	Purchase Requisition	
2.	Specifications	
3.	DBE Goals	
4.	Requirement Justification – Contract/PO Term Does Not Extend Past 5 Years	
5.	Independent Cost Estimate	
6.	Bidder's List	
7.	Justification of Procurement Method	
8.	Copy of IFB	
9.	Proof of Publication	
10.	IFB Attachments/ Modifications	
11.	Pre-bid Minutes & List of Attendees	
12.	Correspondence with Bidders	
13.	Protests Prior to Bid Opening	
14.	Interoffice Correspondence	
15.	Review for Responsiveness (On Bid Tabulation)	

Contract No.: _____

Contract Administrator: _____

Date: _____

CHECK LIST – IFB’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.

	IFB No. _____ Section B AWARD DOCUMENTS	
Tab No.	Document(s)	Audited By
1.	Copy of Each Bid	
2.	Letters of Returned Late Bids or Bid Errors	
3.	Bid Analysis/Tabulation Sheet	
4.	Technical Evaluation/Award Recommendation	
5.	Affirmative Action Evaluation/DBE Goal Exhibit Schedules	
6.	Bidder Responsibility Determination	
7.	Price Analysis or Cost Analysis	
8.	Record of Negotiation for Single Bid (If Applicable)	
9.	Justification of Contract Type Blanket P.O./Sole Source, etc.	
10.	Notice of Award	
11.	Notice to Unsuccessful Bidders (Bond, Check Returns) (If Applicable)	
12.	Legal Review of Contract Documents (Copy of Routing Slip)	
13.	Contract Document (Drawings not Required)	
14.	Performance/Material Bonds, Insurance Certificates (If Applicable)	
15.	Notice to Proceed (If Applicable)	
16.	Purchase Order (If Applicable)	

Contract No.: _____

Contract Administrator: _____

Date: _____

CHECK LIST - IFB'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.

	IFB No. _____ Section C CONTRACT ADMINISTRATION DOCUMENTS	
Tab No.	Document(s)	Audited By
1.	Post Award Conference (If Applicable)	
2.	Status Reports (If Applicable)	
3.	Change Notices/Modification/Change Orders	
4.	Site Visit Reports (If Applicable)	
5.	Progress Meeting Minutes (If Applicable)	
6.	Quality Assurance Records (If Applicable)	
7.	Termination/Stop Work Notices or Resolution Plan (If Applicable)	
8.	Notice of Claims (If Applicable)	
9.	Release of Claims/Bonds (If Applicable)	
10.	Assignments (If Applicable)	
11.	Audit Reports (If Applicable)	
12.	Punch List Discrepancies	
13.	Liquidated Damages (If Applicable)	
14.	Close Out Documents (If Applicable)	

Contract No.: _____

Contract Administrator: _____

Date: _____

REQUISITIONING OF MATERIALS & SERVICES

- 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. 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.

Materials Management Department

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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.

The bid solicitation process will contain procedures for including Disadvantaged Business Enterprises on bidders' list for the commodity or service being purchased, where appropriate.

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.

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. 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.

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.

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PROFESSIONAL SERVICE CONTRACTS (GRANT-FUNDED, NON-BROOKS)

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.

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**ARCHITECTURAL AND ENGINEERING
SERVICES CONTRACTS
(BROOKS METHOD)**

- Reviews the initial RFP and prepares the formal RFP. Assures that there is a clear, accurate description of the technical requirements, and unambiguously as possible for the 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 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 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 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 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.
- 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).

Material Management Department

- Reviews contracts and approves as appropriate.

Requisitioner/User

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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).

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.

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. For contracts that include capital funds, a price/cost analysis and a history of procurement must be prepared and maintained on file.

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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.

The bid solicitation process will contain procedures for including Disadvantaged Business Enterprises on bidders' list for the commodity or service being purchased, where appropriate.

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.

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. 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.

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.

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FORMAL QUOTATIONS AND AWARD

conformance to technical specifications. Use Technical Evaluation form (See Exhibit II).

Responsibility

Action

- | | |
|---|---|
| Requisitioner/User | 10. Review bid/proposal to evaluate for compliance to bid/proposal documents' requirements. Complete applicable sections of Checklist - IFB's, if any. |
| Procurement Division or Professional Services/ Contracts Division | 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. |
| Procurement Division or Professional Services/ Contracts Division | 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 |

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**PROFESSIONAL SERVICE CONTRACTS
(GRANT-FUNDED, NON-BROOKS)**

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 such 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

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**PROFESSIONAL SERVICE CONTRACTS
(GRANT-FUNDED, NON-BROOKS)**

Responsible Party

Action

- each Offeror.
 - o Identify no less than the three highest ranked Offerors (if possible) and provide Professional Services/ Contracts Division with list of such Offerors.
 - o Prepare and maintain supporting documents regarding Evaluation Committee's selection of Offerors.
 - o Send any and all written correspondence with Offerors through the Professional Services/ Contracts Division.
 - o Identify any additional cost or non-cost 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.
- o Receive and review list of highest ranked Offerors from Evaluation Committee. If less than three Offerors, conduct a canvass and document findings.
 - o Receive and review list of additional information with respect to an Offeror(s) requested by Evaluation Committee (as applicable).
 - o 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).
 - o Notify selected Offerors of their inclusion on a short list and coordinate possible meeting dates with each such Offeror.
 - o Schedule and host, if necessary, a pre-award interview to resolve and clarify any final questions or other matters.
 - o As necessary, request cost detail from the highest-ranked Offerors on a RC4400 and/or other approved cost sheet.
 - o **Complete Price Analysis Documentation for**

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**PROFESSIONAL SERVICE CONTRACTS
(GRANT-FUNDED, NON-BROOKS)**

Responsible Party

Action

- highest ranked Offeror's proposal.
 - o Document all correspondence and discussions with Offerors, including substantive details of discussions with Offerors, and maintain all such records.
 - o Complete applicable sections of Checklist - RFP's, if any.
- Evaluation Committee
- 5.
- o Receive and review all other information received from Professional Services/ Contracts Division regarding Offerors.
 - o Have members of Evaluation Committee independently re-evaluate and re-rank proposals from each of the Offerors, as necessary based on new information.
 - o 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.
 - o Identify highest ranked Offeror and ranking of remaining Offerors (if any) and provide Professional Services/ Contracts Division with list of such Offerors.
 - o Prepare and maintain supporting documents regarding Evaluation Committee's re-evaluation and re-ranking of Offerors.
 - o 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.
 - o Forward all records connected with the evaluation and re-evaluation of each proposal to Professional Services/ Contracts Division for inclusion in respective procurement file.

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**PROFESSIONAL SERVICE CONTRACTS
(GRANT-FUNDED, NON-BROOKS)**

Responsible Party

Action

Requisitioner/User and Professional Services/ Contracts Division

- 6.
 - o Receive and review list identifying highest ranked Offeror and ranking of remaining Offerors (if any).
 - o Negotiate the offer/Professional Service 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).
 - o 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.
 - o Document all correspondence and discussions with Offerors, including substantive details of discussions with Offerors, and maintain all such records.
 - o 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.
 - o Obtain the terms of the negotiated offer in writing from the Offeror.
 - o Perform a revised Cost Analysis, as necessary, with respect to the negotiated offer and measure the cost reasonableness of negotiated offer.
 - o 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

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**PROFESSIONAL SERVICE CONTRACTS
(GRANT-FUNDED, NON-BROOKS)**

Responsible Party

Action

- 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.
- 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.

V. INSTRUCTIONS (Continued)

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.

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**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).

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.

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. For contracts that include capital funds, a price/cost analysis and a history of procurement must be prepared and maintained on file.

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**FORMAL SOLICITATION AND AWARD
FOR CONSTRUCTION CONTRACTS**

IV. RESPONSIBILITIES (Continued)

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 measure the cost reasonableness of the subject bid. 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 actions. Proceed to Step 2.
 - b) Professional Services/Contracts Division, if

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Cost Plus Percentage of Cost (Element #48):

Metra's Revised Response: The PSR referenced three Metra contracts pertaining to this Element. The deficiencies identified for the three contracts are as follows: in two (2) cost-plus-fixed-fee procurements for construction management services, there was a fixed-fee by task order rather than an overall fixed-fee for the contract; and with respect to the procurement for the ticket vending machines, the contract was documented as a cost-plus-fixed-fee contract, but no fixed-fee was noted in the compensation provisions.

The V3 and AECOM engineering contracts were for construction management services. The awards were for blanket type contracts, and a not-to-exceed total dollar amount was determined and documented **before** the solicitation process started. See the attached RFP that identified the services to be awarded and the blanket not-to-exceed dollar value.

Metra stated in its original response that the hourly rates and overhead rates were negotiated at the time of the task assignment and not prior to the contract execution. This is not accurate and we apologize. The V3 contract is a blanket type contract (construction management services for the Union Pacific North Line Bridges project) with a total value not to exceed \$8,400,000. Tasks are being individually assigned as the project progresses. Prior to any task assignment, the scope for the respective task is finalized and the total hours needed to complete the respective task is negotiated. Please see the attached contract with the first three pages and the signatory page dated 9/25/09 and the negotiated Cost Review dated 9/11/09 that was part of the contract file, which indicates that the hourly and overhead rates were negotiated prior to the execution of the contract. Please note that Metra has revised its procedures to require case-by-case determination of the type of contract and compensation (see attached proposed revised PU-08-RC).

With respect to the AECOM contract (construction management services for Belmont Road), as noted above, the awards were for blanket type contracts and a not-to-exceed total dollar amount was determined and documented before the solicitation process started. Metra concurs with the PSR that since there is a single task, the contract should be a fixed-fee and should not have been issued as a blanket type contract. We have initiated the internal process to amend the contract and it is estimated that it will take approximately one month to finalize the amendment. Additionally, we have identified nine (9) contracts that should have been a single task, fixed-fee contract and not issued as a blanket type contract. Those contracts are:

- (1) K86581 (Laramore, Douglas & Popham)
- (2) K86587 (Teng & Assoc.)
- (3) K86593 (LTK Engineering)
- (4) K86596 (Stantec Consulting Services)
- (5) K86600 (STV)
- (6) K91048 (AECOM)
- (7) K91240 (LTK Engineering)

- (8) K91970 (Laramore, Douglas & Popham)
- (9) K91975 (STV)

We have initiated the internal process to amend the contracts listed above and it is estimated that it will take approximately two months to finalize each of the amendments. All amended documentation will be included in each contract's respective file.

With respect to the third contract (GFI Genfare), the PSR stated that it was documented as a cost-plus-fixed-fee contract; however, no fixed-fee was noted in the compensation provisions. We agree with this discrepancy, but please note that the firm-fixed-price was stated in the executed contract (see attached Agreement, Compensation Section 2). In addition, Metra has revised its procedures to require case-by-case determination of the type of contract and compensation (see attached proposed revised PU-06-RC).

The Senior Division Director, General Administration will conduct an Element-by-Element review with all of the appropriate members of the Procurement and Professional Services staff. The training sessions will review each deficiency and the appropriate corrective action(s) to be implemented. The review will include an analysis of the PSR findings, as well as the purpose and execution of the corrective action. The Senior Director will document when they were held, which Elements were discussed, and who attended the training session. This documentation will be held in the PSR final report file. In addition, Metra will pursue available training provided by FTA, NTI, or other existing sources. We will offer to host courses so that we may include as many Metra Procurement staff as possible. To the extent that existing training does not cover certain topics, we will be issuing an RFP for a consultant to develop specialized training.

Lastly, Audit will commence an independent audit within 120 days of the acceptance of final corrective actions by the FTA. The 120 days should provide adequate time for selecting a sample of procurement awards for our audit to confirm that Metra is following procedures and corrective actions consistently and to issue the report as recommended.

REQUEST FOR PROPOSAL

EXHIBIT 1



Professional Construction Management Services for Bridges, Retaining Walls, Substations and Commuter Rail Stations.

RFP NO.: 01793

PROPOSAL DUE DATE: June 30, 2009 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

I. INTRODUCTION

Metra, the Commuter Rail Division of the Regional Transportation Authority, is funding construction management services for several projects under this "Master Request for Proposal" (MRFP). This MRFP is for only construction management contracts for various projects within Metra's Engineering Department. A second RFP for all other engineering services will be put out after this RFP.

Included in this MRFP are requests for Construction Management services for various bridges buildings, stations and parking lot construction projects. Possible projects intended for this contract are one RID bridge and retaining wall project; one MED bridge, station and substation project; one BNSF Belmont Road grade separation project; one UPRR bridge, retaining wall and station project; and one UP North Line project consisting of the reconstruction of bridges, retaining walls and the Ravenswood station. We anticipate awarding the following contracts: 1 @ \$1,100K, 1 @ \$1,140K, 1 @ \$1,200K, 1 @ \$2,500K for the Belmont grade separation, 3 year duration (see Section III-A-3 of this document for a more detailed description) and 1 @ \$8,400K-UP North Line project 3 year duration (see Section III-A-3 of this document for a more detailed description). DBE Goal 25%.

We intend to award the above contracts under this MRFP for the Engineering Department. Note that Metra reserves the right to award more, fewer, or none of the estimated number of contracts listed above. In addition, the amounts stated for the contracts are estimates only and Metra reserves the right to award contracts in greater or lesser amounts. DO NOT indicate interest in the above construction management services if you are neither interested nor qualified for; this will only cause unnecessary work and delay to all parties involved.

All proposals shall have the cover of the book clearly marked as **"RFP 1488-09 Engineering Department-Construction Management Services"**

Attachment A should be filled out. This is the list of all your subconsultants and their assigned scope of work. A project consultant and subconsultant listing form (Attachment A) has been included for your firm's completion and submission.

After you have filled out Attachment A, attach a copy of table immediately behind the cover letter in your proposal that you submit. A copy of your proposal will be sent to the appropriate staff for review.

Your proposal must provide the information as outlined in this MRFP. Your proposal will then be evaluated using the rating system as detailed in Section VII of this MRFP.

B. Request for Specific Services

For each specific task in the blanket contract, Metra shall submit to the consultant a "Request for Specific Services." 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" to Metra. Approval of such cost and direction from Metra, 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.

C. Contract Amount

This agreement is limited to 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.

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 contract set under this agreement.

E. Personnel Assigned to Projects

The Consultant shall be required to provide a list of employees and subconsultants that will be assigned to the projects performed under this contract.

F. 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.

K91049

FOR PROFESSIONAL AND CONSULTING SERVICES AGREEMENT
BLANKET CONTRACTS

NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
D/B/A METRA
547 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60661

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AGREEMENT

FOR PROFESSIONAL AND CONSULTING SERVICES BLANKET CONTRACTS

This Agreement is entered into this 25TH day of SEPTEMBER, 2009 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 V3 Companies of Illinois, Ltd. ("Consultant"), having offices located at 7325 Janes Avenue, Woodridge, IL 60517. 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"): Provide Blanket Professional Construction Management Services for Union Pacific North Line Bridges.

2. COMPENSATION.

The total amount of this blanket Agreement including all individual tasks, shall not exceed \$8,400,000.00.

Once specific tasks have been assigned, Metra agrees to pay, and Consultant agrees to accept the prices stipulated on the cost or price schedule, which is attached as Exhibit 2. With respect to the overhead rate described on the attached schedule, 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 each task shall not exceed the total price as stated in the applicable Metra Form 4400 for that particular task(s) assigned ("**Total Price**"). The Metra Form 4400, agreed to by Metra and submitted by Consultant in response to Metra's request for a specific task, and the subsequent Notice to Proceed (defined below), are incorporated into this Agreement by reference. 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.

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  _____

PHILIP A. PAGANO
PRINT NAME

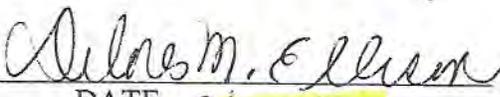
LOUIS J. GALLUCCI
PRINT NAME

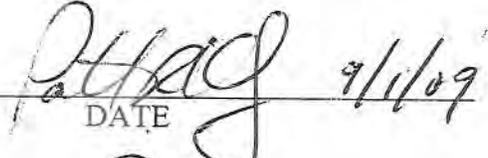
TITLE EXECUTIVE DIRECTOR

TITLE VICE PRESIDENT

ATTEST

ATTEST

BY  _____
DATE 9/25/09

BY  _____
DATE 9/1/09

TITLE ASSISTANT SECRETARY
TO THE BOARD

TITLE President

September 11, 2009

Memorandum

To: File

From: E.H. Remus 
Sr. Contracting Agent
Professional Services & Contracts

Subject: Contract No. K91049
Construction Management Services for U.P. North Line Bridges
V3 Companies of Illinois, Ltd.
Not-to-Exceed \$8,400,000.00

Cost Review

The attached Wage and Overhead Rates submitted for the subject contract have been reviewed and most appear to be acceptable. The hourly Wage Rates for the Prime and some Subconsultants are within the range of those from other Metra consultants performing similar tasks.

Cotter Consulting, Inc. has a 2010 rate that exceeds the \$70.00/hour maximum and Geoservices, Inc. has five (5) rates which are not allowable under this contract.

The chart below lists the Prime and Subconsultant Overhead Rates, which are provisionally approved by IDOT or WDOT per copies of the attached letters:

<u>Company Name</u>	<u>Overhead Rate</u>	<u>Date of IDOT or *WDOT Letter</u>
V3 Companies of Illinois, Ltd.	163.0%	January 23, 2009
Alfred Benesch & Co.	157.26%	September 18, 2008
Cotter Consulting, Inc.	127.48%	May 7, 2009
GeoServices, Inc.	199.83%	May 22, 2009
Hanno Webber & Associates	149.60%	*WDOT - May 21, 2007

Attachments

EHR/jrz

cc: C. Gamboa, Professional Services/Contracts
J. L. Lorenzini, Engineering
E. Fernandes, Audit
Vendor File



September 2, 2009

Mr. Edward Remus
Metra
547 West Jackson Boulevard , 5th Floor
Chicago, Illinois 60661

Re: Metra Contract No. K91049
Blanket Construction Management Services – Union Pacific Railroad North Line Bridges

Dear Mr. Remus:

Enclosed are the two signed Contracts for Metra Contract No. K91049. Also enclosed are employee compensation schedules and IDOT overhead letters from V3 and its subconsultants.

Please call me at 630-724-9200 or email me at lgallucci@v3co.com if you have any questions or would like additional information.

Sincerely,
V3 COMPANIES OF ILLINOIS LTD.

A handwritten signature in cursive script that reads "Louis J. Gallucci".

Louis J. Gallucci
Principal/Director of Public Sector Services

LJG/kjf

Cc: S. Llano



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

January 23, 2009

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. David Heslinga
V3 Companies Of Illinois, Ltd.
7325 Janes Ave.
Woodridge, IL 60517-

Dear Mr. Heslinga:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2007. Your firm's total annual transportation fee capacity will be \$59,600,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 163% are approved on a provisional basis and will be used in evaluating your Statement(s) of Interest in our selection process. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2008. You will be given an additional six months from this date to submit the entire "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

A handwritten signature in cursive script that reads "Cheryl Cathey".

Cheryl Cathey P.E.
Chief of Preliminary Engineering

V3 COMPANIES OF ILLINOIS EMPLOYEE COMPENSATION			
COMPANY			HOURLY
NAME	EMPLOYEE NAME	Classification	RATE
V3	Larry Mitchell	Senior Technician	\$29.50
V3	Cheryl A. Ludwig	Construction Administrator	\$26.00
V3	Chris Bartosz	Survey Project Manager	\$51.93
V3	Sean G Ludwig	Technician I / II	\$26.00
V3	Edward R. Benesh Jr.	Engineer I / II	\$27.00
V3	Borut Vujic	Engineer I / II	\$28.40
V3	Eric M Borgman	Project Manager Constr Public	\$41.50
V3	Matthew E Powers	Resident Engineer	\$43.30
V3	Tom R Valaitis	Division Director	\$70.00
V3	Louis J. Gallucci	Principal	\$70.00



Illinois Department of Transportation

Office of Finance and Administration
2300 South Dirksen Parkway / Springfield, Illinois / 62764

September 18, 2008

"Revised"

Ms. Angela M. Miceli
Alfred Benesch & Company
205 N. Michigan Ave., Suite 2400
Chicago, IL 60601

Dear Ms. Miceli:

We have reviewed the data submitted by your firm and have drawn the following conclusions:

1. There were no adjustments made on the submitted data.
2. The combined overhead rate is 153.14% for fiscal year ending May 25, 2008 and for projects in FY 2008. The combined overhead rate is 157.26% going forward on new contracts and amendments issued in FY 2009.

These rates may be used by your firm for billing purposes through November 30, 2009. These rates are provisional and may be subject to audit.

Sincerely,

A handwritten signature in black ink that reads "Gene Gansz".

Gene Gansz
Audit Supervisor

GG:JU:pk

cc:

Bureau of Design & Environment, Consultant Unit
407-24 File
SEFC Database

benesch

**Proposed Staff for
Metra Construction Engineering Services
2009 Hourly Rates**

Name	Classification	Current Hourly Compensation
Naji Ahmed	Construction Representative	\$30.00
Larry R. Bellisario	Project Manager	\$53.60
Timothy A. Carter	Construction Representative	\$33.00
Andrew J. Keaschall	Project Engineer	\$34.60
Ateeq U. Mohammed	Construction Representative	\$33.50
Brian O. Monk	Construction Representative	\$26.30
Michael J. O'Connor	Project Manager	\$57.20
Scott C. Wojteczko	Designer	\$29.30



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 22, 2009

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Mr. Julian Rueda
Geo Services, Inc.
805 Amherst Court
Suite 204
Naperville, IL 60565-3448

Dear Mr. Rueda:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2008. Your firm's total annual transportation fee capacity will be \$6,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 199.83% are approved on a provisional basis and will be used in evaluating your Statement(s) of Interest in our selection process. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2009. You will be given an additional six months from this date to submit the Corporate and Financial Information portion of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

A handwritten signature in cursive script that reads "Cheryl Cathey".

Cheryl Cathey P.E.
Chief of Preliminary Engineering

UNLOADED HOURLY LABOR RATES

Effective 01 Sep 09

METRA

Name	Classification	Current Hourly Compensation	
		Amount	Prevailing Wage
Rueda, Julian	Principal Engineer	\$ 80.00	
O'Brien, Dixon	Principal Geotechnical Engineer	\$ 78.00	
Swartzendruber, Willard	Senior Geotechnical Engineer	\$ 78.00	
Szwaya, Dan	Senior Geotechnical Engineer	\$ 78.00	
Zimmerman, Eric	Senior Geotechnical Engineer	\$ 78.00	
Ptak, Andrew J.	Project Manager	\$ 56.00	
Devia, Antonio	Senior Project Engineer	\$ 34.75	
Catalano, Wes	Engineering Geologist	\$ 39.50	
Barland, Alex	Project/Field Engineer	\$ 30.00	
Hovakimian, Vahan	Project/Resident Engineer	\$ 32.50	
Isada, Manuel	Project/Resident Engineer	\$ 26.25	
Tailor, Bhavika	Administrative Assistant	\$ 23.25	
Tailor, Monika	Administrative Assistant	\$ 23.25	
Realeza, Richard	Field Engineer/Technician - Intern	\$ 17.00	
Galvan, Tim	Field Engineer/Technician - Intern	\$ 16.50	
Singla, Rajan	Engineering Technician (Level E)	\$ 33.60	\$ 34.48
Sura, Satish	Engineering Technician (Level E)	\$ 33.60	\$ 34.48
Tailor, Arun N.	Engineering Technician (Level E)	\$ 33.60	\$ 34.48
Tailor, Jignesh	Engineering Technician (Level E)	\$ 33.60	\$ 34.48
Badsing, Bart M.	Engineering Technician (Level D)	\$ 31.14	\$ 34.48
Bhatt, Hardik	Engineering Technician (Level D)	\$ 31.14	\$ 34.48
Hinshaw, Greg	Engineering Technician (Level D)	\$ 31.14	\$ 34.48
Omeri, Skender	Engineering Technician (Level D)	\$ 31.14	\$ 34.48
Patel, Himanshu	Engineering Technician (Level D)	\$ 31.14	\$ 34.48
Patel, Riyaz	Engineering Technician (Level D)	\$ 31.14	\$ 34.48
Patel Sarfaraz	Engineering Technician (Level D)	\$ 31.14	\$ 34.48
Patel, Amitkumar	Engineering Technician (Level C)	\$ 28.44	\$ 34.48
Jauridez, Enrique	Engineering Technician (Driller)	\$ 36.41	\$ 47.61
Din, Mohammed	Engineering Technician (Driller)	\$ 36.41	\$ 47.61
Huffman, Richard	Engineering Technician (Driller)	\$ 36.41	\$ 47.61
Roesel, Denis	Engineering Technician (Driller)	\$ 36.41	\$ 47.61
Thomasson, Barry	Engineering Technician (Driller)	\$ 36.41	\$ 47.61
Caffey, Raphael	Engineering Technician (Helper)	\$ 30.56	\$ 43.03
Roberson, Michael	Engineering Technician (Helper)	\$ 30.56	\$ 43.03
Thomasson, Robert	Engineering Technician (Helper)	\$ 30.56	\$ 43.03
Walter, Norm	Engineering Technician (Helper)	\$ 30.56	\$ 43.03

Salaries are subject to change without notice. Raises are given on July 1st every year. Union contract requires raises effective March 1st every year. Payroll rates do not include Prevailing Wages. Prevailing Wages would be assessed on a case-by-case for compliance under Illinois Prevailing Wage Act and the Illinois Department of Labor.



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

May 7, 2009

Subject PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Ms. Anne Edwards-Cotter
Cotter Consulting, Inc.
8150 S. Cass Ave
Darien, IL 60561-

Dear Ms. Edwards-Cotter:

We have completed our review of the corporate and financial information portion of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending December 31, 2008. Your firm's total annual transportation fee capacity will be \$8,800,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 127.48% are approved on a provisional basis and will be used in evaluating your Statement(s) of Interest in our selection process. The actual rate used in agreement negotiations may be determined by our Bureau of Budget and Fiscal Management in a pre-award audit.

Your firm is required to report to this office any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. This report must be submitted within 15 calendar days of the change.

Your firm is prequalified until December 31, 2009. You will be given an additional six months from this date to submit the entire "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Very truly yours,

A handwritten signature in cursive script that reads "Cheryl Cathey".

Cheryl Cathey P.E.
Chief of Preliminary Engineering

COTTER CONSULTING, INC.
2009-2010 Personnel Wage Rates

Full Name	Title	2009 Hourly Rate	2010 Hourly Rate*
<u>Andrew Miller, PE</u>	Project Manager	\$52.00	\$54.08
<u>George F. Panagos, PE</u>	Project Manager	\$70.00	\$72.80
<u>Audie Garcia</u>	Assistant Resident Engineer	\$39.00	\$40.56
<u>James J. Ryan</u>	Assistant Resident Engineer	\$39.90	\$41.50
<u>Michael O. Hugans</u>	Assistant Resident Engineer	\$40.10	\$41.70
<u>Veerachai Mark Charwongsa, PE</u>	Assistant Resident Engineer	\$39.85	\$41.44
<u>Syed Ziauddin</u>	Assistant Resident Engineer	\$38.00	\$39.52
<u>Marlin J. Hoffman</u>	Assistant Resident Engineer	\$40.10	\$41.70
<u>Ronald J. Hampton</u>	Assistant Resident Engineer	\$39.10	\$40.65
<u>Benjamin O'Connor</u>	Field Engineer I	\$27.50	\$28.60
<u>Brett Roberts</u>	Field Engineer I	\$28.30	\$29.43
<u>Jason Heinekamp</u>	Field Engineer I	\$25.00	\$26.00
<u>James Donald Luebke</u>	Field Engineer I	\$25.00	\$26.00
<u>Matt Phillip Waage</u>	Field Engineer I	\$27.50	\$28.60
<u>Obaid Khan</u>	Field Engineer I	\$30.00	\$31.20
<u>Reynato Tiongson</u>	Field Engineer I	\$30.00	\$31.20
<u>Nazeer Ahmed</u>	Field Engineer II	\$31.50	\$32.76
<u>Willie Libunao</u>	Field Engineer II	\$36.00	\$37.44
<u>Mark A. Eifering</u>	Field Inspector	\$26.55	\$27.61
<u>Raymond Flood</u>	Field Inspector	\$31.25	\$32.50
<u>Patrick M. Aiston</u>	Field Inspector	\$18.25	\$18.98
<u>Cleo Veal</u>	Senior Field Inspector	\$28.50	\$29.64
<u>Phillipe Victor</u>	Senior Field Inspector	\$30.00	\$31.20
<u>Ryan Christoffel</u>	Senior Field Inspector	\$28.50	\$29.64
<u>Robert L. Pearce</u>	Senior Field Inspector	\$32.10	\$33.58
<u>Jeffrey W. Kiedaisch, PE</u>	Resident Engineer	\$43.27	\$45.00
<u>Kevin Gartley, PE</u>	Resident Engineer	\$40.00	\$41.60
<u>Christine Russell</u>	Senior Project Administrator	\$28.00	\$29.12
<u>Debra Rork</u>	Senior Project Administrator	\$27.50	\$28.60
<u>Emily Boyle</u>	Project Administrator	\$18.00	\$18.72
<u>Ruth Logan</u>	Project Administrator	\$18.00	\$18.72
<u>Jeffrey F. Sapinski</u>	Safety Manager	\$43.50	\$45.24
<u>Kenneth Coke, CSP</u>	Safety Manager	\$42.00	\$43.68

* Actual 2010 hourly wage rates are estimated. Annual salary adjustments are made on January 1 of each year. An average of 4% was used for this estimate.

May 21, 2007

We have received Hanno Weber & Associates – Architecture/Urban Design Consultant Financial Report for the year-ended December 31, 2006. Based on a cursory review, your Consultant Financial Report has met the requirements of our Facilities Development Manual 8-5-47.

Under WisDOT policy, the rates and information submitted in the Consultant Financial Report are subject to audit. The indirect cost rate of 149.60% (includes a voluntary reduction) proposed in your Consultant Financial Report is the approved maximum rate to be used for **estimating and invoicing costs** on Department contracts.

Our limited acceptance of your Consultant Financial Report is not based on an audit and does not constitute "establishment of a rate by a cognizant agency" for the purposes of applying the rules published in Title 23, Code of Federal Regulations s.172.7. Audits are performed at the discretion of WisDOT.

If you have any questions, feel free to call me at (608) 266-2259 or contact me via email.

Don Dorn
Audit Supervisor
WisDOT
don.dorn@dot.state.wi.us

COST AND PRICE ANALYSIS - PROFESSIONAL SERVICES CONTRACTS -			
For use of this form, see MCA procedure PU-06			REQUEST NO.
This form is to be used as provided under RFA procedures. It will be executed and submitted with proposals in response to "Requests for Proposals," for the procurement of professional services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions.			
NAME AND ADDRESS OF OFFERER		TITLE OF PROJECT	
IANNO WEBER & ASSOCIATES - ARCHITECTURE / URBAN DESIGN 11 EAST ADAMS STREET, SUITE 702 CHICAGO, ILLINOIS 60603			
DETAIL DESCRIPTION	ESTIMATED HOURS	RATE/HOUR*	TOTAL ESTIMATED COST (Dollars)
1. DIRECT LABOR (specify)			
PRINCIPAL: Hanno Weber		\$60.00	
ASSOCIATE PRINCIPAL & PROJECT MANAGER: Kathleen Hess		\$50.00	
PROJECT ARCHITECT: Kevin Vonderberg		\$40.00	
PROJECT TECHNICAL STAFF: Adam Smith		\$30.00	
* Rate/hour is estimated for the duration of the contract. Billing will be based on actual rates.			
TOTAL DIRECT LABOR			\$0.00
2. BURDEN (Overhead-specify) DEPARTMENT OR COST CENTER		BURDEN RATE	X BASE
EMPLOYEE BENEFITS, OFFICE OPERATIONS, SERVICES AND OTHER		1.40%	
TOTAL BURDEN			\$0.00
3. DIRECT MATERIAL			
TOTAL MATERIAL			\$0.00
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)			
TOTAL TRAVEL			\$0.00
7. CONSULTANTS (Identify-purpose-rate)			
TOTAL CONSULTANTS			
8. SUBCONTRACTS (Specify in Exhibit A on reverse)			
TOTAL DIRECT BURDEN			\$0.00
9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)			
TOTAL DIRECT BURDEN			\$0.00
10. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)			
TOTAL ESTIMATED COST			\$0.00
11. FIXED FEE OR PROFIT (State Basis for amount in proposal) 10% (± Base + Burden)			
TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT			\$0.00

**ARCHITECTURAL AND ENGINEERING
SERVICES CONTRACTS
(BROOKS METHOD)**

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. 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 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. Except in the case of Blanket RFPs, cost details from such 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 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. Metra will also perform a Cost Analysis of such Offeror's proposal before entering into a contract in order to measure the cost reasonableness of the subject proposal.

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5	2-1-12	Materials Management		3	27

**ARCHITECTURAL AND ENGINEERING
SERVICES CONTRACTS
(BROOKS METHOD)**

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. No contract shall exceed five (5) years including options, if any.

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).

Once a contract has been executed, 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 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 contract, including without limitation termination of the 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).

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

Architectural & Engineering (A & E) Services: See Glossary.

Blue Folder: See Glossary.

REVISIONS	ISSUE DATE	PREPARED BY	APPROVED BY	PAGE	OF
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AGREEMENT

FOR PROFESSIONAL AND CONSULTING SERVICES

This Agreement is entered into this 22 day of September, 2009 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 GFI Genfare ("Consultant"), having offices located at 751 Pratt Boulevard, Elk Grove Village, IL 60007. 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"): Provide Design, Installation and Purchasing of Credit and Debit Card Ticketing Vending Machines.

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 \$1,299,740.00 ("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. K90657 and Account No. DS3549-54220004 Metra will pay

**PROFESSIONAL SERVICE CONTRACTS
(GRANT-FUNDED, NON-BROOKS)**

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 such 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

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Clauses (Element #56):

Metra's Revised Response: The PSR noted that Metra's small purchases lack some applicable Federal Clauses and Metra has addressed that issue by including the attached Exhibit mentioned below to all informal bids (less than \$10,000). However, to insure that the Federal Clauses are included in the future, Metra will insert as an additional Exhibit to **all** procurements, a list of all of the required Federal Clauses from the FTA Circular 4220.1F (see attached Exhibit). Included in the new Exhibit will be the "Applicability of Third Party Contract Provisions" document, which lists the Type of Procurement and what Provisions (Federal Clauses) are applicable to the respective procurement. Also, please see revised procedures, PU-04-RC, PU-05-RC, PU-06-RC, PU-08-RC and PU-14-RC that require the new Exhibit be included in the solicitation documents. Staff has already implemented this procedure.

The Senior Division Director, General Administration will conduct an Element-by-Element review with all of the appropriate members of the Procurement and Professional Services staff. The training sessions will review each deficiency and the appropriate corrective action(s) to be implemented. The review will include an analysis of the PSR findings, as well as the purpose and execution of the corrective action. The Senior Director will document when they were held, which Elements were discussed, and who attended the training session. This documentation will be held in the PSR final report file. In addition, Metra will pursue available training provided by FTA, NTI, or other existing sources. We will offer to host courses so that we may include as many Metra Procurement staff as possible. To the extent that existing training does not cover certain topics, we will be issuing an RFP for a consultant to develop specialized training.

Lastly, Audit will commence an independent audit within 120 days of the acceptance of final corrective actions by the FTA. The 120 days should provide adequate time for selecting a sample of procurement awards for our audit to confirm that Metra is following procedures and corrective actions consistently and to issue the report as recommended.

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

CONTRACT CLAUSES

If applicable, FTA Circular 4220.1F Contract Clauses will apply to any purchase order/contract resulting from this Invitation for Bid or Request for Proposal. See the attached listing of the Applicability of Third Party Clauses for the respective type of procurement.

These Clauses in this Exhibit are a generalized guide to the FTA required Federal Clauses. In the event that the Contract sets forth more specific requirements, the Clause(s) in the Contract shall take precedence and control over the Clause(s) in this Exhibit.

For further information, visit the FTA website: <http://www.fta.dot.gov>.

APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT						
PROVISION	Page No.	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	Pg. 4	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	Pg. 4	All	All	All	All	All
Access to Third Party Contract Records	Pg. 6	All	All	All	All	All
Changes to Federal Requirements	Pg. 9	All	All	All	All	All
Termination	Pg. 11	>\$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, etc.) except Special DOL EEO clause for construction projects)	Pg. 6	All	All	All>\$10,000	All	All
Special DOL EEO clause for construction projects	Pg. 6				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	Pg. 6	All	All	All	All	All
Incorporation of FTA Terms	Pg. 15	All	All	All	All	All
Debarment and Suspension	Pg. 11	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America	Pg. 13			>\$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	Pg. 12	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	Pg. 15	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	Pg. 5	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	Pg. 5	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference	Pg. 12			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Pg. 12	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.	Foreign air transp./travel.

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	Page No.	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act	Pg.13				>\$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act	Pg. 10		>\$100,000 (transportation services excepted).	>\$100,000	>\$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2	Pg. 14				All > \$2,000 (also ferries).	
Bonding	Pg. 14				\$100,000	
Seismic Safety	Pg. 15	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements	Pg. 14		Transit operations.			
Quarter Service Operations	Pg. 14		All			
School Bus Operations	Pg. 15		All			
Drug Use and Testing	Pg. 11		Transit operations.			
Alcohol Misuse and Testing	Pg. 11		Transit operations.			
Patent Rights	Pg. 9	R & D				
Rights in Data and Copyrights	Pg. 9	R & D				
Energy Conservation	Pg. 4	All	All	All	All	All
Recycled Products	Pg. 11		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	Pg. 15	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	Pg. 14	A&E	All	All	All	All
Notification of Federal Participation for States	Pg. 15	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

THIRD PARTY CONTRACTING GUIDANCE

APPICABILITY

No Government Obligations to Third Parties.

- A. Contractor acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Customer, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

False or Fraudulent Statements or Claims.

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 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.

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.*).

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 seq.* 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.**

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.

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.

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.

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.

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 financed 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.

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. FTA 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 these paragraphs (1) through (6) of this Section 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, as amended:

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 it 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.

Copyright and Rights in Data.

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information on Contracts. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. The Agreement shall be subject to the FTA's policy on copyrights and rights in data with respect to reports and other technical materials developed with in conjunction with planning, research development or demonstration projects. That policy as set forth in the most current FTA Master Agreement available from the FTA website permits the author or grantee to copyright the work but FTA reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes.

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.

Patent Rights.

Patent and rights in data requirements for federally assisted projects ONLY apply to research projects in which FTA finances the purpose of the grant is to finance the development of a product or information on Contracts. These patent and data rights requirements do not apply to capital projects or operating projects, even though a small portion of the sales price may cover the cost of product development or writing the user's manual. The Agreement shall be subject to the FTA's policy on any invention, improvement, or discovery conceived or first actually reduced to practice in conjunction with planning, research development or demonstration projects as stated in the most current FTA Master Agreement available from the FTA website.

Contract Hours and Safety Standards Act.

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.

This Act applies to construction Contracts and, in very limited circumstances, non-construction projects that employ laborers or mechanics on public work.

- (1) Overtime requirements – No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages – In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages – Metra shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for

unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- (4) Subcontracts – The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Drug and Alcohol Testing.

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.

Preference for Recycled Products.

If specified by Metra in the Invitation For Bid or Request For Proposal solicitation, 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.

Termination.

Metra may terminate the Contract at any time hereafter, with or without cause, by giving written notice to the Contractor. Termination shall be effective upon receipt of such notice by the Contractor. If Metra terminates the Contract other than for breach thereof by the Contractor, Metra agrees to pay the Contractor, and the Contractor agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation. In the event of breach or violation by the Contractor of any provision of the Contract, Metra may allow the Contractor a reasonable opportunity to cure the breach prior to termination under this provision. Upon termination of this Contract for breach by the Contractor, the Contractor assumes liability for all excess costs incurred by Metra to complete the Scope of Services specified in the Contract.

Debarment and Suspension.

The contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transactions it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by Metra. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Metra, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Resolution of Disputes, Breaches, or Other Litigation..

See the relative Disputes Section in the Contract Documents.

Cargo Preference – Use of United States Flag Vessels.

The Cargo Preference requirements apply to all Contracts greater than \$3,000 which involving equipment, materials, or commodities which may be transported by ocean vessels. The Contractor agrees:

- A. To utilize privately owned United States flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo lines, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.
- B. To furnish within 20 days following the date of loading, for shipment originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to Pace (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the project.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

Fly America Requirements.

The Fly America requirements apply to all Contracts greater than \$3,000 which include the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S. The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients (i.e. Metra) and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary

to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Buy America.

The Buy America requirements apply to the following types of Contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$100,000). The Buy America requirements flow down from FTA recipients (i.e. Metra) and sub-recipients to first tier Contractors, who are responsible for ensuring that lower tier Contractors and subcontractors are in compliance. The \$100,000 threshold applies only to the grantee's (Metra's) Contracts, subcontracts under that amount are subject to Buy America.

- A. Pursuant to Section 165.a and 165.b of the Surface Transportation Assistance Act of 1982, the Contractor acknowledges that federal funds shall not be appropriated or utilized for any Contract awarded pursuant to this bid unless steel, cement and manufactured products used in such projects are produced in the United States; provided however, that the foregoing provision shall not apply where the Secretary of Transportation has made one of the following determinations:
- (1) That the application of the foregoing provision would be inconsistent with the public interest
 - (2) That such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality
 - (3) In the case of the procurement of bus and other rolling stock (including train control, communication, and traction power equipment), that (a) the cost of components which are produced in the United States is more than 60% of the vehicle or equipment described in this paragraph, and (b) final assembly of the vehicle or equipment described in this paragraph has taken place in the United States
 - (4) That inclusion of domestic material will increase the cost of the overall project Contract by more than 25%
- B. For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.
- C. Likewise, the Contractor agrees as a condition of responsiveness to and in order to induce the acceptance of the Bid Proposal, that it will submit with its Bid Proposal, a completed Buy America Certification.

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 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. Metra 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.

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 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.

Bonding.

Bonds are required 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.

Protection for Public Transportation Employees.

When public transportation services are acquired from a contractor, the terms of Metra’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 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.

Accessibility.

A 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. Metra advises its contractors operating public transportation services to review the requirements for public entities in this context.

Charter Service Restrictions.

A 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.

School Bus Restrictions.

A 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).

Seismic Safety.

Seismic safety provisions must be included in its 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.*

Special Notification Requirements for States.

Not applicable because Metra is not a State recipient.

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, contracts involving ITS are likely to require provisions to ensure compliance with Federal requirements.

Lobbying Certification and Disclosure.

If the contract will exceed \$100,000, Metra must obtain a lobbying certification before awarding the contract, and if applicable, a lobbying disclosure from a prospective 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.

Incorporation of FTA Terms.

The provisions in this section includes, in part, certain standard terms and conditions required by USDOT/FTA, whether of not expressly set forth in these provisions. All contractual provisions required by USDOT/FTA, as set forth in FTA Circular 4220.1F, or the most recent Circular, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all USDOT/FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metra requests, which would cause Metra to be in violation of the USDOT/FTA terms and conditions.

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, 94-1, 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 reasons should be documented.

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.

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.

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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.

The bid solicitation process will contain procedures for including Disadvantaged Business Enterprises on bidders' list for the commodity or service being purchased, where appropriate.

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.

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. The solicitation documents must also include as an Exhibit the Federal Transit Administration required contract clauses.

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.

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**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 94-18 or NIRC Ordinance 94-1, 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.

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

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**ARCHITECTURAL AND ENGINEERING
SERVICES CONTRACTS
(BROOKS METHOD)**

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 Architectural & Engineering (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 who, 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 the solicitation of proposals from Offerors. The solicitation documents must also include as an Exhibit the Federal Transit Administration 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 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

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**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).

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.

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. For contracts that include capital funds, a price/cost analysis and a history of procurement must be prepared and maintained on file.

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FORMAL QUOTATIONS AND AWARD

II. POLICY (Continued)

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.

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. 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

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FORMAL QUOTATIONS AND AWARD

IV. RESPONSIBILITIES (Continued)

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 Department Head. Ensures memorandum is signed by the Department Head, Materials Management, Deputy Executive Director, and the Executive Director. 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 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 <u>Requisitioning of Materials & Services</u> , PU-02-RC, submit completed Purchase Requisition (RC73, see Exhibit I in PU-02-RC, <u>Requisitioning of Materials and Services</u>) to: <ul style="list-style-type: none"> a) General Development Department for review and required actions, if capital funds <u>are</u> involved. Then proceed to Step 2; or b) Procurement Division, or Professional Services/Contracts Division, if capital funds <u>are not</u> involved. Then proceed to Step 3. |
|-------------------------------------|----|---|

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**PROFESSIONAL SERVICE CONTRACTS
(NON-GRANT-FUNDED, NON-BROOKS)**

II. POLICY (Continued)

Any proposal that does not fall within the prescribed range or does not demonstrate the experience, expertise, and other factors necessary to assure achievement of project objectives may be eliminated from further consideration.

An independent Cost Estimate must be submitted with the requisition in order 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. Metra should obtain a detailed cost break-up on Metra Form RC4400 or approved cost sheet, and then perform a Cost Analysis of a proposal before entering into negotiations to determine the reasonableness of the price.

If it is necessary to process the contract as a sole source Professional Services Contract, then a memorandum justifying that determination must be approved by the Executive Director.

Metra will detail the significant history of the procurement and retain these records. These records will include, but are not 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 it. The confidentiality extends to the cost/profit figures contained in the proposals and the process of negotiations. Offerors are not to be advised of their relative standing with other Offerors.

Contracts will be awarded normally on a maximum 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 should be made prior to the consultant's incurrence of costs.

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FORMAL SOLICITATION AND AWARD FOR CONSTRUCTION CONTRACTS

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.

III. DEFINITIONS

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

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**FORMAL SOLICITATION AND AWARD
FOR CONSTRUCTION CONTRACTS**

IV. RESPONSIBILITIES (Continued)

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 measure the cost reasonableness of the subject bid. 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 actions. Proceed to Step 2.
 - b) Professional Services/Contracts Division, if

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