



CHICAGO TRANSIT AUTHORITY
REQUEST FOR PROPOSALS (RFP)
FOR
DESIGN-BUILD SERVICES FOR
THE RED LINE EXTENSION MAINLINE DESIGN BUILD (RLE-MLDB) PROJECT
INSTRUCTIONS TO PROPOSERS (ITP)
September 8, 2023

REQUISITION NO. C22FT102829986

Proposals must be submitted VIA Electronic Submission to
CTA Bid Office E-Procurement Platform
<https://transitchicago.bonfirehub.com>
by the advertised due date and time.

RULES OF CONTACT:

Respondent firms requiring additional assistance must only contact Blanca Medina, Lead Procurement Administrator, at RLEprocurement@transitchicago.com pursuant to Section 11.1.2 of this ITP. Respondent firms, including subcontractors, who contact any other CTA personnel either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any such entities and/or their submitted Proposals may be disqualified. See generally Section 11.1 of this ITP regarding the applicable rules of contact.

ISSUED BY:

PURCHASING DEPARTMENT, CHICAGO TRANSIT AUTHORITY
567 WEST LAKE STREET, CHICAGO, ILLINOIS 60661
ELLEN G. MCCORMACK, VICE PRESIDENT, PURCHASING AND SUPPLY CHAIN
DORVAL R. CARTER, JR., PRESIDENT
LESTER L. BARCLAY, CHAIRMAN



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EXECUTIVE SUMMARY

I. INTRODUCTION

- A. On October 28, 2022, the Chicago Transit Authority (the “CTA”) issued a Request for Qualifications (as amended, the “RFQ”) for the procurement of design-build services for the Red Line Extension – Mainline Design Build Project (RLE-MLDB) (the “Project”). Pursuant to the RFQ, CTA invited entities or groups of entities interested in competing to work on the Project to submit statements of qualifications in response to the RFQ.
- B. After CTA evaluated each such statement of qualifications, on May 10, 2023, CTA announced that a short-list of respondents (the “Proposers”) would be eligible to proceed to the second and final phase of the Project procurement process.
- C. The second stage of the procurement process is comprised of a series of steps beginning with the issuance of the Draft RFP (of which this document, the Instructions to Proposers as amended by any Addenda (the “ITP”), is a part). This ITP sets out the rules that govern this stage of the Project procurement process.
- D. The procurement process is anticipated to conclude with the selection by CTA of a Proposer as the “Preferred Proposer” following the evaluation of all Proposals submitted by Proposers in response to the RFP, and the subsequent execution of the Contract by CTA and the Contractor.

II. HOW TO USE THIS ITP

The following table identifies key elements of the ITP with which Proposers should familiarize themselves.

Subject Matter	Relevant Part(s) and Section(s) of ITP
Definitions of Capitalized Terms and Rules of Interpretation	See Part A for: <ul style="list-style-type: none">• Section 1, which provides a reference index of capitalized words and phrases and their associated meanings; and• Section 2, which outlines a set of rules addressing how to consistently interpret certain types of terms, phrases and grammatical structures throughout this ITP.

Subject Matter	Relevant Part(s) and Section(s) of ITP
Background Information on the Project	<p>See Part B for:</p> <ul style="list-style-type: none"> • Section 3, which sets out the Project goals; and • Section 4, which provides as of the date of initial issuance of the Draft RFP, a high-level summary of information concerning the status of the Project and its funding. <p>CTA has also provided additional information in the form of Reference Documents as part of the RFP.</p>
The Procurement Process	<p>See Part C and Part D for:</p> <ul style="list-style-type: none"> • Sections 5, 6, 7, and 8, which describe the procurement process (including the Procurement Schedule), outline Proposers' opportunities to conduct due diligence on the Project, explain the Proposers ability to present alternative technical concepts, and identify certain required Pre-Proposal Submissions (a number of which are required to be submitted using forms provided in Part F); • Sections 9 and 10, which outline the process that CTA will use to evaluate and score Proposals for the purpose of selecting the Preferred Proposer, as well as the process to finalize and execute the Contract with the Contractor; and • Sections 11 and 12, which set out the procedural rules with which Proposers are required to comply throughout the procurement process, as well as CTA's rights to enable it to manage the procurement process in the public interest.
Proposal Submission Requirements	<p>See:</p> <ul style="list-style-type: none"> • Part E (Sections 13, 14 and 15), which sets out the instructions for preparing and submitting Proposals and the required structure and detailed contents for Proposals, and • Part G, which contains forms to be included in each Proposal. <p>The substantive Proposal submission requirements include the following key elements as well as additional elements:</p> <ul style="list-style-type: none"> • A binding Pricing Proposal for the Project. • A proposed schedule for Project completion, the Proposal Schedule. • A detailed narrative Technical Proposal. • Draft plans for critical elements of the Project and its implementation in accordance with the RFP requirements. • Alternative technical concepts, at each Proposer's election.

PART A: DEFINITIONS AND RULES OF INTERPRETATION

1. DEFINITIONS

1.1. Rules Governing Defined Terms

- a. Except as otherwise specified or as the context may otherwise require:
 - i. the terms set out in Section 1.2 will have the respective meanings set out below when used in this ITP; and
 - ii. terms defined in the Contract will, when used in this ITP (and not otherwise defined in the ITP), have the respective meanings given to them in the Contract.
- b. Terms defined in both the Executive Summary and in Section 1.2 will have the meaning given to them in the Executive Summary for purposes of the Executive Summary only.

1.2. Definitions

“Addendum” means any document issued by CTA after the initial issuance date of this ITP that:

- (a) specifies that it is an Addendum to the RFP; and
- (b) modifies the RFP.

“Administrative Submissions” means those submissions made by Proposer in accordance with Section 14.1 and described in Section 15.

“Affiliate” means in relation to any Person:

- (a) any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with that Person;
- (b) any Person for which 10 percent or more of the equity interest in that Person is held directly or indirectly, beneficially or of record, by such other Person; or
- (c) any Guarantor of that Person,

where for purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by familial relationship, or otherwise.

“Annex” means any of the submittal forms set out as numbered annexes in Part F.

“Approved Organizational Change” means an Organizational Change approved by CTA pursuant to Section 8.2.

“ATC” means an alternative technical concept that is submitted by a Proposer in the form of an ATC Submission Form pursuant to Section 7.

“ATC Submission” means the submission by a Proposer of an ATC Submission Form with respect to a particular ATC, including as applicable any Conceptual ATC Submission.

“ATC Submission Deadline” means the final deadline for Proposers to submit ATC Submissions.

“ATC Submission Form” means Annex 3.

“Business Days” means any day that is not a Saturday, Sunday, or a State or federal holiday.

“Bond” means the Payment Bond and/or the Performance Bond.

“Conceptual ATC Submission” means the submission by a Proposer of an ATC Submission Form with respect to an initial, conceptual-level ATC for CTA feedback but not approval.

“Construction Process Plan” means any such plan as described in Sub Part 2.5.3 of Part 2 of the Contract.

“Consultant” means any Person that is currently performing or has previously performed professional or consulting services (including accounting, auditing, architecture, landscape architecture, construction project management, engineering, environmental consulting, land surveying, legal, or right of way acquisition services) for CTA or for another public agency with respect to the Project including subconsultants at all tiers.

“Contract” means the Design-Build Agreement that CTA expects to enter into with the Preferred Proposer’s Contractor pursuant to the terms of this ITP in the form provided in the RFP.

“Contractor” means the Principal Participant that will enter into the Contract with CTA on behalf of the Proposer if it is selected as the Preferred Proposer. Subject to any Approved Organizational Change, the Contractor must be the same entity as the “Design-Builder” identified in such Proposer’s statement of qualifications submitted in response to the RFQ.

“CTA” means the Chicago Transit Authority.

“CTA’s Designated Representative” means the individual designated by CTA in accordance with Section 11.1.2 from time to time as the point of contact for Proposers during the procurement of the Project.

“Days” means calendar Days unless a provision specifies Business Days.

“DBMS” means the Design-Build Management System described in Sub Part 2.1.1 of Part 2 of the Contract.

“Discretion” means, with respect to any Person, the sole and absolute discretion of such Person in regards to a particular decision or action, which discretion includes the ability to refrain from taking any action and the ability (where appropriate) to impose any conditions in the exercise of such discretion.

“Designer” means the Principal Participant that will have primary responsibility for design services for the Project. Subject to any Approved Organizational Change, the Designer must be the same entity as the “Designer” identified in Proposer’s statement of qualifications submitted in response to the RFQ.

“Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern as each such term is defined in 49 CFR § 26.5.

“Draft RFP” means the initial issuance of the RFP identified as such by CTA.

“Eligible Proposer” means a Proposer that submits a Proposal, which Proposal is not determined to be non-compliant pursuant to Section 9.2.2.b, and which Proposer is not otherwise disqualified pursuant to Section 9.2.2.b or otherwise by CTA pursuant to this ITP.

“FFGA” means any federal Full Funding Grant Agreement for the Project.

“Financial Submissions” means those submissions made by Proposer in accordance with Section 14.2 and described in Section 15.

“Form” means any of the Proposal forms set out as lettered forms in Part G.

“FOIA” means the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*

“FOIA Exempt Materials” means any information that is at the relevant time exempt from public disclosure pursuant to FOIA.

“FOIA Exempt Materials Index” means Annex 6 completed by a Proposer to accompany a Public Disclosure Proposal and that identifies materials within the corresponding Proposal that contain FOIA Exempt Materials.

“FTA” means the Federal Transit Administration.

“GAAP” means generally accepted accounting principles in the US as in effect from time to time.

“Governmental Authority” means any United States Federal, State, or local government, and any political subdivision of any of them; and any interstate, governmental, quasi-governmental, judicial, public, regulatory or statutory instrumentality, administrative agency, authority, body or entity of, or formed by, any such government or subdivision thereof, in each case other than CTA.

“Guaranty” means a guaranty provided by a Guarantor that complies with the requirements set out in Section 14.2.4 and which is otherwise in form and substance approved by CTA pursuant to the terms of this ITP.

“Guarantor” means a parent company or other entity that will provide financial support for the Project in the form of a Guaranty. Subject to any Approved Organizational Change, each Guarantor must be the same entity as the corresponding “Guarantor” identified in Proposer’s statement of qualifications submitted in response to the RFQ.

“IGA” means intergovernmental agreement.

“Information Barriers” means, with respect to any Person, the implementation of internal safeguards and confidentiality protection protocols, including the exclusion of involvement of any individual who himself or herself has consulted or advised on, or otherwise has non-public knowledge of, the Project or this RFP, which barriers are customary and appropriate for the relevant industry of such Person and this Project and which otherwise comply with:

- (a) applicable law including, as applicable, the requirements set out in Federal Transit Administration (FTA) Circular 4220.1F and the Federal Common Grant Rules; and
- (b) Section 11.2.2 as applicable.

“ITP” means this document, the Instructions to Proposers, as amended by any Addenda.

“Joint Venture” means a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose.

“Key Personnel” means those positions further defined in Annex E to Part 1 of the Contract. Subject to any accepted Key Personnel Change and to the additions made through an accepted Supplemental Key Personnel Submission, each Key Personnel position must be filled by the individual identified in the Proposer’s statement of qualifications submitted in response to the RFQ. “Key Personnel Change” means the substitution, material alteration of the responsibilities, or material diminishment of the qualifications of any Key Personnel.

“NEPA” means the National Environmental Policy Act of 1969, 42 U.S.C. 4321, *et seq.*

“Notice of Award” means a notice issued by CTA to the Preferred Proposer following Chicago Transit Board approval of its selection.

“One-on-One Meeting” means an in-person meeting between CTA and a Proposer to provide such Proposer with an opportunity to discuss the RFP in confidence in accordance with Section 6.4.3, including discussion of such Proposer’s RFP Comments and ATC Submissions. In person participation is encouraged. Virtual participation by some participants will be accommodated per Section 6.4.5.

“Organizational Change” means:

- (a) the deletion, substitution, addition, or other change in composition of any Team Members specifically identified in Proposer’s statement of qualifications submitted in response to the RFQ, or any material changes in the role or scope of work of such Team Members;
- (b) the material alteration of the relationships or responsibilities among the Team Members or with any other entity the experience of which was included in Proposer’s statement of qualifications submitted in response to

the RFQ as compared to how such relationships and responsibilities were described in its statement of qualifications;

- (c) any material diminishment in the qualifications of any Team Member;
- (d) any other changes, direct or indirect, in the control of a Proposer or any Principal Participant (excluding changes resulting from public trading of stock); or
- (e) any reorganization of a Proposer's team (including through the addition, deletion, substitution, or amendment of roles or responsibilities of any Principal Participant or any other entity the experience of which was included in Proposer's statement of qualifications submitted in response to the RFQ) to the extent that such reorganization would render the organizational charts and descriptions provided in its Proposal inaccurate or incomplete.

"Organizational Conflict of Interest" or "OCI" means:

- (a) a circumstance arising out of existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (*i.e.* parent entities, subsidiaries, Affiliates, *etc.*) of a Proposer or any of its Team Members that results in:
 - (i) impairment or potential impairment of a Consultant's or another Person's ability to render impartial service, assistance or advice to CTA, or of its objectivity in performing work for CTA;
 - (ii) an unfair competitive advantage for any Proposer with respect to the procurement process for the Project, including access to information that is not generally available to the other Proposers, based on services previously provided by a Consultant or another Person with respect to the Project;
 - (iii) a perception or appearance of impropriety with respect to the procurement process for the Project (regardless of whether any such perception or appearance is accurate); or

- (b) any other organizational conflict of interest described in or defined under the following:
 - (i) FTA Circular 4220.1F;
 - (ii) the Federal Common Grant Rule, 2 C.F.R. 200.112; or
 - (iii) any State laws or regulations that affect Persons contracting with municipal corporations.

“Oversized Materials” means drawings, schematics, organizational charts or schedules.

“Oversized Page” means a 11” x 17” sized white piece of paper with at least 1” margins (excluding headers and footers), or the digital equivalent, that:

- (a) uses fonts that are (i) no smaller than 8-point and (ii) standard (and not narrow) Arial; and
- (b) contains only Oversized Materials.

“Person” means any individual or a corporation, sole proprietorship, limited liability company, partnership or other legal entity including such person’s or entity’s permitted successors or assigns.

“Preferred Proposer” means the Eligible Proposer with which the Chicago Transit Board has approved entry into the Contract pursuant to Section 10.3.b or otherwise.

“Preliminary OCI Disclosure Update” means a preliminary update of the Proposer’s prior OCI disclosure in its RFQ submission, made in the form of Form C pursuant to the terms of this ITP.

“Pre-Proposal Submission” means each of the submissions referred to in Section 8.1.a.

“Pricing Proposal” means, collectively, Forms E-1, E-2, and E-3 as submitted in a Proposer’s Proposal.

“Principal Participant” means any of the Contractor, the Designer, and any Guarantor.

“Procurement Schedule” means the schedule outlining procurement-related events and deadlines set out in Section 5.

“Procurement Website” means the limited-access document management and communications system, identified by CTA for the Proposers’ use during the procurement process, Bonfire, CTA’s e-procurement platform.

“Project” means the Red Line Extension – Mainline Design Build Project to be designed and built pursuant to the Contract.

“Project Information” means any Reference Document or other information made available on the Public Website, the Procurement Website, referred to in the RFP (including on third-party websites), or otherwise provided or made available by CTA, the City of Chicago, the FTA, or any other public body or organization to Proposers in connection with the Project.

“Proposal” means a Proposal submitted by a Proposer in response to the RFP pursuant to the Proposal Submission Requirements, including any revisions thereto.

“Proposal Appendix” means any appendix to the Proposal required to be submitted pursuant to Section 14.3.9.

“Proposal Deadline” means the deadline for Proposers to submit Proposals.

“Proposal Letter” means the letter submitted by a Proposer in the form of Form A in accordance with the Proposal Submission Requirements.

“Proposal Part” means any one of the parts to the Technical Proposal required to be submitted pursuant to Sections 14.3.3 to 14.3.8.

“Proposal Schedule” means the preliminary project schedule, submitted by a Proposer in accordance with the Proposal Submission Requirements.

“Proposal Submission Requirements” means the requirements set out in Sections 13, 14, and 15.

“Proposal Validity Period” means, with respect to each Proposal, the period commencing at the Proposal Deadline and ending on (and including) the earliest to occur of:

- (a) the date which is 270 Days after the Proposal Deadline or, if after such deadline, the date on which a Proposer submitted its final update to its Proposal (if any) in response to a CTA request, subject in all events to (e) below;

- (b) the date on which CTA informs the Proposer that submitted such Proposal by written notice that it is not an Eligible Proposer;
- (c) the date on which CTA executes the Contract with a Contractor;
- (d) the date on which CTA publicly announces the cancellation of the procurement process described in this ITP; and
- (e) the date on which the Proposer elects, in its sole Discretion, to extend the validity of its Proposal in accordance with Section 8.8.

“Proposed Milestone Deadline” means, with respect to each Milestone, the number of Days after issuance of the Notice to Proceed specified by a Proposer in Form G-2 in its Proposal by which such Milestone must be achieved pursuant to Section 8 of Part 1 of the Contract to avoid the imposition of liquidated damages pursuant to Sub Part 3.9.4 of Part 3 of the Contract.

“Proposer” means any shortlisted proposer that is eligible to participate in the RFP process as such proposer was identified and announced by CTA on [May 10, 2023] following an evaluation of the statements of qualifications submitted in response to the RFQ. Subject to any Approved Organizational Change, each Proposer must be the same entity or team as the corresponding “Respondent” identified in such proposer’s statement of qualifications submitted in response to the RFQ.

“Proposer’s Designated Representative” means the single contact person for that Proposer team, previously referred to in the RFQ as the “Respondent’s Designated Representative,” which person may be updated from time to time pursuant to the terms of this ITP.

“Proposer’s Team Update Deadline” means the deadline for Proposers to submit Proposer’s Team Update Submissions.

“Proposer’s Team Update Submission” means a submittal in the form of Annex 4.

“Public Access Inspections” means inspections of areas that are physically and legally accessible to members of the general public, to the extent such inspections:

- (a) would be functionally distinguishable from the lawful activities of most other users of such areas; and/or
- (b) would require the use of non-intrusive equipment.

“Public Disclosure Proposal” means a redacted version of a Proposal prepared by a Proposer pursuant to the terms of this ITP.

“Public Disclosure Proposal Deadline” means the deadline for Proposers to submit Public Disclosure Proposals.

“Public Website” means the website available at transitchicago.com/rle/.

“Quality Management System” means the documented system to achieve effective quality management for the Project, which system is consistent with the requirements set out in Sub Part 2.2 of Part 2 of the Contract.

“Recommended Proposer” means the responsible and responsive Eligible Proposer whose Proposal was determined to be of best value to CTA pursuant to the evaluation process contemplated in this ITP.

“Reference Documents” means those documents listed in Part 7 of the Contract, which are being provided by CTA in connection with the RFP to assist Proposers in their due diligence, and which do not constitute:

- (a) part of the Contract or materials on which Proposers or a Contractor may rely, except as expressly provided for in the Contract; or
- (b) a complete compendium of information available about the Project, site conditions, laws or funding requirements applicable to the Project.

“Reserved Rights” means CTA’s reserved rights under Section 12.2.

“Restricted Access Inspections” means inspections of such areas are not physically and/or legally accessible to members of the general public.

“Restricted Contact Period” means the time period having begun with the issuance of the RFQ and concluding with the earliest to occur of:

- (a) execution of the Contract;
- (b) public non-acceptance of all Proposals by CTA;
- (c) public cancellation of the procurement process described in this ITP by CTA; or
- (d) with respect to an individual Proposer, such Proposer being informed in writing by CTA that it is not an Eligible Proposer or has otherwise been

disqualified or is considered removed from further involvement in the procurement process as a Proposer.

“Restricted Party(ies)” means the Proposer, each of its Team Members (including any Joint Venture members of any Principal Participant), each of its and their agents and representatives, and Key Personnel.

“RFP” means the Request for Proposals for the Project, which contains this ITP and Parts 2 through 7 of the Contract.

“RFP Comment Deadline” means the deadline for Proposers to submit RFP Comments on the RFP.

“RFP Comments” means written comments, questions and/or requests for clarification relating to the RFP, including any Addenda, submitted by a Proposer.

“RFQ” means the Request for Qualifications in relation to the Project first issued on October 28, 2022 (as amended).

“SOQ” means the Statements of Qualifications that were submitted pursuant to the RFQ.

“Standard Page” means a 8-1/2” x 11” sized piece of white paper with at least 1” margins (excluding headers and footers), or the digital equivalent, that, subject to the pre-formatting of any Annex or Form, uses:

- (a) fonts that are (i) at least 11-point (or at least 8-point in any table, graphic or chart), (ii) standard (and not narrow) Arial and (iii) displayed or printed in black (other than in any table, graphic, heading, header or footer); and
- (b) line spacing (paragraph formatting) of 1.15 within paragraphs with a 6-point return between paragraphs (other than in any table, graphic or chart).

“State” means the State of Illinois.

“Stipend Agreement” means an agreement in the form of Annex 5.

“Stipend Agreement Deadline” means the deadline for Proposers to submit Stipend Agreements.

“Stipend Payment” means a stipend payment made by CTA to an Eligible Proposer.

“Supplemental Due Diligence Activities” means Restricted Access Inspections and/or Public Access Inspections.

“Supplemental Due Diligence Request” means a request to conduct Supplemental Due Diligent Activities submitted in accordance with the terms of this ITP, in the form of Annex 2.

“Supplemental Key Personnel Submission” means the Pre-Proposal Submission for the addition of Key Personnel to the Proposer’s team as described in Section 8.1.a.i.C.

“Team Member” means any of the following entities:

- (a) a Principal Participant; or
- (b) any Subcontractor otherwise engaged at the relevant time by the Proposer, the Contractor, or a Principal Participant in connection with the Project.

“Technical Forms” means, collectively, Forms G-1 and G-2, as submitted in a Proposer’s Proposal.

“Technical Proposal” means, collectively, the Executive Summary, Proposal Parts 1 through 6, relevant Forms, and Proposal Appendices of any Proposal, to be submitted as Volume 3 as described in the Proposal Submission Requirements.

“Technical Submissions” means those submissions made by Proposer in accordance with Section 14.3 and described in Section 15.

“TIF” means a tax increment financing.

“US DOT” means the United States Department of Transportation.

“Volume” means any of Volume 1 through 3 of the Proposal.

“Volume 1” means Volume 1 of the Proposal, the Administrative Submissions, the requirements for which are set out in Section 15.

“Volume 2” means Volume 2 of the Proposal, the Financial Submissions, the requirements for which are set out in Section 15.

“Volume 3” means Volume 3 of the Proposal, the Technical Submissions, the requirements for which are set out in Section 15.

2. RULES OF INTERPRETATION

2.1. ITP Supersedes RFQ

To the extent that this ITP contains rules, information, or instructions in addition to, different from, or inconsistent or conflicting with the equivalent rules, information and instructions set out in the RFQ, this ITP will govern. Other than to the extent provided in the preceding sentence, rules, information, and instructions set out in the RFQ that by their terms or by implication survive will continue to govern.

2.2. Interpretation of Certain References, Terms, Phrases, and Types of Language

2.2.1. Headings and Other Internal References

- a. Headings are inserted for convenience only and must not affect interpretation of this ITP. The headings in this ITP are not intended to be full or precise descriptions of the text to which they refer.
- b. Except as otherwise expressly provided in this ITP, a reference to any Part, Section, Form, or Annex within this ITP is a reference to such Part, Section, Form, or Annex in or of this ITP.

2.2.2. Lists and Use of the Term “Include”

- a. When there are references with general words followed by a list, or a reference to a list, to make it clear that those general words “include” the matters set out in that list, then the contents of the list must not, and must not be deemed to, limit the generality of those general words.
- b. The word “promptly” means as soon as reasonably practicable in light of then-prevailing circumstances.

2.3. Professional Language and Terms of Art

Except as otherwise expressly provided in this ITP:

- a. words and phrases not otherwise defined herein:
 - i. that have well-known technical or construction industry meanings must be construed pursuant to such recognized meanings; and
 - ii. of an accounting or financial nature must be construed pursuant to GAAP,

in each case taking into account the context in which such words and phrases are used; and

- b. all statements of or references to, dollar amounts or money in this ITP, including references to “\$” and “dollars,” are to the lawful currency of the United States of America.

2.4. References to Agreements, Documents, and Laws

Except as otherwise expressly provided in this ITP, any reference:

- a. to an agreement or other document must be considered to be a reference to such agreement or other document (including any schedules, annexes, or exhibits thereto) as it may be amended, modified, or supplemented from time to time in accordance with its terms; and
- b. to any law or regulation must be construed as a reference to such law, enactment, order, regulation, or instrument as amended, replaced, consolidated, or re-enacted from time to time.

2.5. Number and Gender

In this ITP, terms defined in the singular have the corresponding plural meaning when used in the plural and vice versa, and words in one gender must be deemed as references made without specificity as to gender.

PART B: PROJECT GOALS AND INFORMATION

3. PROJECT GOALS

CTA's goals and objectives for the Project, which are not listed in order of priority or importance, are as follows:

- a. At completion:
 - i. Reduce commute times for residents both within and south of the Project Area
 - ii. Improve mobility and accessibility for transit-dependent residents in the Project Area
 - iii. Improve rapid transit rail service to isolated areas and provide viable linkages between affordable housing (e.g., the Altgeld Gardens neighborhood), jobs, services, and educational opportunities, thereby enhancing livability and neighborhood vitality
 - iv. Provide an opportunity for potential connections and linkages to other public transportation modes, including regional commuter rail in the Project Area
 - v. Foster economic development in the Project Area, where new stations may serve as catalysts for neighborhood revitalization and help reverse decades of disinvestment in local business districts
 - vi. Provide operationally efficient facilities
 - vii. Provide easily maintainable infrastructure and systems
 - viii. Minimize service cost
 - ix. Provide an excellent customer experience, including accessibility, reliability, and comfort
 - x. Provide aesthetically pleasing guideway, stations, and facilities
- b. During design and construction:
 - i. Provide an opportunity for Disadvantaged Business Enterprises ("DBEs") to develop and grow

- ii. Minimize service impacts and maintain acceptable service for riders
 - iii. Coordinate with other construction projects
 - iv. Follow safe construction practices
 - v. Mitigate risks to the project
 - vi. Implement robust quality program
 - vii. Implement innovative design development and construction methods
 - viii. Utilize sustainable and environmentally friendly construction practices
- c. Community relations during construction:
- i. Collaborate with community organizations to maximize local job opportunities
 - ii. Provide effective communication
 - iii. Minimize construction impacts (e.g., noise, vibration, dust, access, traffic) to the community including residents and businesses
 - iv. Create a holistic diversity and workforce development program
 - v. Timely completion
- d. Overall value:
- i. Provide the best value to CTA
 - ii. Complete on-time and within budget
 - iii. Optimize public investment
- e. Compliance with:
- i. Final NEPA documents
 - ii. FFGA
 - iii. Transit TIF IGA
 - iv. TIFIA (if applicable)
 - v. Federal, State, and local laws and regulations

4. PROJECT INFORMATION

4.1. Overview

- a. This Section 4 provides a brief overview of the Project’s environmental review and informational updates on select aspects of the Project (including on developments since the issuance of the RFQ).
- b. CTA has also assembled and made available other documents and information relating to the Project on the Public Website and, for the benefit of the Proposers only, on the Procurement Website.¹
- c. CTA expects Proposers to review the proposed terms of the Contract and all Reference Documents as part of their due diligence relating to the Project.

4.2. NEPA Process and Documents

- a. In accordance with the National Environmental Policy Act of 1969 ("NEPA"), CTA and FTA published a combined Final Environmental Impact Statement ("Final EIS") and Record of Decision ("ROD") on August 12, 2022 for the Red Line Extension ("RLE") Project. The Final EIS and ROD evaluated the impacts and benefits of the RLE Project on the physical, human, and natural environments and documents the committed mitigation measures.
- b. The abovementioned EIS and ROD and other environmental documentation are available at <https://www.transitchicago.com/rle>.
- c. Proposers are required to be familiar with the environmental decision document described above and with all the mitigation measures required therein.

4.3. Project Status

The following is intended to provide a brief overview of ongoing Project development efforts by CTA to facilitate Proposers more quickly getting up to speed on the Project. However, Proposers should in no way rely upon any of the information in this Section; please instead refer to the underlying Reference Documents and other materials provided.

¹ Notwithstanding the public nature of the Public Website, CTA recognizes that a competitive and secure procurement process requires confidential communications and disclosures with and to Proposers. Accordingly, to the extent necessary to preserve confidentiality for such purposes, CTA has established a secure Procurement Website for Proposers, for which access will be provided to a Proposer after such Proposer has completed CTA's mandatory user training. CTA otherwise reserves the right to conduct direct written or oral communications with Proposers.

a. Field Investigation and Reports

CTA has prepared field investigations and reports, including land surveys, and subsurface utility engineering, structural condition, and geotechnical reports. These materials have been provided in Parts 4 and 7 of the Contract to assist Proposers in their due diligence.

b. Third-Party Coordination

CTA has conducted advance third-party coordination in order to streamline future efforts. Records of third-party coordination with Governmental Authorities, Utilities and railroads are provided in Part 6 of the Contract.

c. Real Estate

CTA's goal is to acquire all properties determined necessary (as described in Sub Part 3.6 of Part 3 of the Contract) for the Project prior to Contract Notice to Proceed (NTP) to the Contractor; however, certain properties may not be available until after NTP. The dates that individual parcels will be available to the Contractor and the current status of real estate acquisition, relocation, and demolition are provided in Appendix 3O of Part 3 of the Contract.

d. Related CTA Construction Projects

i. Red Line Extension – Shop and Yard

CTA will issue a separate design-bid-build contract for the construction of a new yard and maintenance shop, which will be connected to the RLE-DB tracks. Some elements installed as part of RLE-DB, including the signal system, will extend into the yard and the yard will include its own traction power substation. Coordination with the yard and maintenance shop contractor will be required. The shop and yard construction contract NTP is anticipated to be issued Q3 2025.

ii. Demolition of Buildings

CTA will issue multiple construction contracts to demolish buildings located on acquired parcels. These contracts are anticipated to be completed before NTP.

iii. NS Track Bed Installation

CTA will issue a construction contract to install track bed for NS where the RLE-DB aerial structure crosses NS as shown on reference drawings. This contract will be completed prior to NTP.

e. Utility Identification, Coordination and Advance Relocation

CTA has been coordinating with utility companies on the Project from the earliest design efforts. Chicago Transit Board Ordinance No. 023-14 was approved on February 8, 2023, and authorizes CTA to enter into utility work agreements with utility owners for design and construction efforts related to advance utility relocation. The “Red Line Extension Utility Matrix” details the current status of advance utility relocation and is included in Appendix 3I of Part 3 of the Contract.

f. Public Outreach

CTA conducted significant outreach as part of the NEPA process, starting in 2016. CTA continues to meet with elected officials, stakeholders, and members of the public on this Project.

g. Project Funding

All funding sources for the Red Line Extension program, including the funding required for this Project, will be committed prior to award.

4.4. Federal Funding Requirements

Under the terms of the Contract, the Contractor will be required to comply with all laws and regulations that apply to FTA-funded projects.

PART C: PROCUREMENT PROCESS

5. PROCUREMENT SCHEDULE

CTA expects to carry out the Project procurement process in accordance with the following Procurement Schedule. This schedule remains subject to adjustment by CTA through the issuance of Addenda or through a separate written notice to Proposers.

Event	Date/Time ²
Draft RFP Process	
RFP Pre-Proposal Meeting	July 7, 2023, 10:00 AM to 11:00 AM (CST)
Diversity Outreach Event	July 18, 2023
Beginning of period for One-on-One Meetings with Proposers	July 11, 2023 (meetings may be held at CTA's initiation any time on or after this date)
Draft RFP Comment Deadline	August 11, 2023
RFP Process	
Issuance of RFP	September 8, 2023
Stipend Agreement Deadline	November 30, 2023
Proposer's Team Update Deadline	November 30, 2023
ATC Submission Deadline	December 19, 2023
End of period for One-on-One Meetings with Proposers	February 1, 2024 (meetings will not be held after this date)
RFP Comment Deadline	February 2, 2024
Deadline for Proposers to submit final Supplemental Due Diligence Requests	February 2, 2024
Proposal Deadline	March 15, 2024
Public Disclosure Proposal Deadline	April 26, 2024
Anticipated Award of Design-Build Contract	Fourth Quarter 2024
Notice to Proceed (NTP)	Fourth Quarter 2024 / First Quarter 2025
Anticipated Project Duration	4 – 5 Years from NTP

² Unless otherwise specified, all specific times are local time in Chicago.

6. PROPOSER DUE DILIGENCE AND SUBMITTALS

6.1. General Principles

- a. Except to the extent expressly provided for in this ITP, under the terms of any Stipend Agreement (as executed) and under the terms of the Contract (as executed), each Proposer is solely responsible, at its own cost and expense, for:
 - i. conducting its own due diligence relating to the Project and the RFP;
 - ii. preparing and submitting (A) all Pre-Proposal Submissions as and when required during the procurement process described in this ITP and (B) its Proposal;
 - iii. complying with applicable law and this ITP throughout the course of the procurement process described in this ITP;
 - iv. if selected as the Preferred Proposer, (A) formally establishing its Contractor (to the extent not otherwise previously established), (B) finalizing the terms of the Contract in accordance with the RFP, (C) procuring execution of the Contract by its Contractor and (D) procuring the performance of its Contractor's obligations under the Contract on the basis of its Proposal.
 - b. In order to provide Proposers with sufficient opportunities to conduct due diligence relating to the Project and prepare their Pre-Proposal Submissions and Proposals, CTA:
 - i. invites Proposers to:
 - A. submit RFP Comments and Supplemental Due Diligence Requests;
 - B. attend meetings with CTA and, at the election of CTA, certain other relevant parties, as indicated in this ITP; and
 - C. review Reference Documents that CTA is providing as supplements to this RFP,
- in each case as further detailed in this ITP; and

- ii. invites Proposers to conduct such other due diligence as they determine is appropriate in its Discretion, to the extent not regulated or prohibited by the terms of this ITP.

6.2. Comments on the RFP

6.2.1. General Requirements for Preparation and Delivery of RFP Comments

- a. Proposers are permitted to submit RFP Comments with respect to the RFP, or a particular Addendum, as and when they are ready for submission, and in any case on or before the RFP Comment Deadline, provided that CTA may by advance notice set such interim RFP Comment deadlines as it deems necessary and appropriate.
- b. All RFP Comment submissions must:
 - i. be in the form of, and comply with the instructions to, Annex 1;
 - ii. be written so as not to identify the Proposer in the body of the question; and
 - iii. not contain or purport to contain any FOIA Exempt Materials except as expressly permitted by Section 11.3 (in which case such designation may nonetheless be reviewed or rejected by CTA).
- c. Proposers should assume that CTA will in its Discretion not consider any RFP Comments that are:
 - i. submitted after the RFP Comment Deadline, except reasonable logistical questions received after such deadline the response to which may be necessary to facilitate timely and compliant delivery of Proposals;
 - ii. telephone or oral comments; or
 - iii. submitted (A) by a Person other than a Proposer's Designated Representative or (B) to a Person other than CTA's Designated Representative.

6.2.2. Limits on RFP Comments

- a. CTA emphasizes to Proposers the importance of reasonableness and proportionality when considering RFP Comments. CTA reserves the right to not

consider any RFP Comments that it determines, in its Discretion, materially deviate from these principles. CTA also reserves the right to defer consideration of any RFP Comment until it has had an opportunity to discuss any questions or concerns with the relevant Proposer at a One-on-One Meeting or otherwise.

- b. CTA reserves the right to impose limitations on the number of RFP Comments that can be submitted on future Addenda in a future Addendum.

6.2.3. Responses to RFP Comments

- a. CTA may, in its Discretion, respond to or otherwise address RFP Comments:
 - i. in writing on the Procurement Website or otherwise, provided that in responding to RFP Comments, CTA may rephrase them and/or consolidate similar comments; and/or
 - ii. within the context of an Addendum by way of an amendment to this ITP and/or the Contract that by its terms either reflects, or declines to reflect, a response to the substance of such comments.
- b. Responses to RFP Comments which are included in an Addendum, are for informational purposes only, and must not and do not modify the terms, conditions, or requirements of this RFP, nor do they modify the Contract, or any related documents. Furthermore, the CTA will not be bound by any (i) oral communications or (ii) written communications, interpretations, or clarifications, which written communications do not otherwise constitute an Addendum.

6.3. Supplemental Due Diligence Requests

- a. Proposers will not access any part of the expected Project site or other areas or facilities related to the Project for the purpose of carrying out Supplemental Due Diligence Activities unless and until CTA has approved such access and investigation in accordance with this Section 6.3. Furthermore, Proposers will not conduct intrusive investigations related to the Project, including borings, water or materials sampling, or other equivalent activities deemed inappropriate by CTA in its Discretion. CTA does not intend to authorize intrusive investigations and equivalent activities as Supplemental Due Diligence Activities. Furthermore, CTA does not intend to authorize any Supplemental Due Diligence Activities which

would occur on Railroad property or which would otherwise require Railroad consent.

- b. Proposers may submit Supplemental Due Diligence Requests for Restricted Access Inspections and Public Access Inspections at any time prior to the deadline therefor specified in the Procurement Schedule.
- c. All Supplemental Due Diligence Requests must be submitted in the form of Annex 2. Proposers should submit a separate Supplemental Due Diligence Request with respect to each requested Supplemental Due Diligence Activity.
- d. CTA reserves the right to reject any Supplemental Due Diligence Request, including on the basis that such request is excessive in scope or otherwise unreasonable (taking into account all other Supplemental Due Diligence Requests submitted by the same Proposer), and to otherwise impose conditions on any Supplemental Due Diligence Request approval (including, with respect to any Restricted Access Inspections, appropriate apparel, footwear and protective equipment, and a valid “Rail Safety Tour” identification card obtained through completion of CTA’s rail safety training course).
- e. Proposers are responsible for all costs and expenses of, and for securing any required third-party consents or permits necessary for them to conduct any, otherwise approved Supplemental Due Diligence Activities, including all costs of compliance with any training, safety, protective equipment, or other requirements for access imposed by CTA as conditions for approval.
- f. CTA will use reasonable efforts:
 - i. to provide a Proposer with written feedback on any Supplemental Due Diligence Request promptly following receipt, provided, however, that CTA may approve (with or without conditions or modifications) or disapprove any such request in its Discretion; and
 - ii. to maintain the confidentiality of any Supplemental Due Diligence Request during the procurement process described in this ITP, provided that CTA may respond to a Proposer’s request for Restricted Access Inspections or Public Access Inspections by providing all Proposers with such access, either collectively or individually at different times.

6.4. Meetings

6.4.1. Organization of One-on-One Meetings

- a. CTA will provide each Proposer with opportunities to have One-on-One Meetings to discuss the RFP and such Proposer's RFP Comments and ATC Submissions.
- b. One-on-One Meetings will be held at the invitation of CTA.³ CTA reserves the right to cancel or reschedule any anticipated One-on-One Meetings or to require or invite attendance at additional One-on-One Meetings.

6.4.2. Agenda for One-on-One Meetings

- a. Proposers are required to submit a brief agenda proposal for each One-on-One Meeting no later than:
 - i. five Business Days prior to such One-on-One Meeting; or
 - ii. such other deadline specified by CTA's in its invitation to attend any One-on-One Meeting.
- b. Meeting agendas should include cross-references to a Proposer's RFP Comments, but they must not incorporate, recite, or add to such comments.

6.4.3. Confidentiality of One-on-One Meetings

- a. While CTA intends that the discussions in any One-on-One Meetings will be confidential to the meeting participants, CTA reserves the right to the extent that CTA determines, in its sole Discretion, that disclosure would not reveal the identity of the Proposer that raised an issue, constitute a disclosure of FOIA Exempt Materials, or contradict the confidentiality provisions that apply to a Proposer's ATCs, to disclose to all Proposers any issues raised during any such meeting, including through the issuance of an Addendum.

6.4.4. Additional Topic Meetings

- a. CTA reserves the right to invite Proposers to attend additional meetings not formally organized as One-on-One Meetings for the purpose of providing

³ Details of the date, place and duration of, and any limitation on the number of attendees at, any such meetings, as well as any other logistical details (which potentially may include amendments to the rules that would otherwise apply to such meetings in accordance with this ITP) will be provided by CTA to Proposers in writing in advance.

Proposers with an opportunity to discuss specific topics relating to their due diligence on the RFP and the Project, including possible discussions with third parties.

- b. CTA invites Proposers to suggest topics for discussion at such meetings through the submission of RFP Comments.
- c. In CTA's Discretion, any such meeting may be held in part or in whole as an open forum for all Proposers to attend simultaneously, provided that attendance at any such open forum would be optional.

6.4.5. Other Rules Governing Meetings

All One-on-One Meetings, and any other meetings held in accordance with this ITP, are subject to standard rules of attendance and conduct issued by CTA in advance of such meetings.

6.5. Reliance on RFP Documents

- a. Except as expressly provided for in the Contract as executed:
 - i. CTA does not:
 - A. make (and will not be deemed to have made) any representation, warranty or guaranty as to the accuracy, completeness, utility or relevance of any Project Information; or
 - B. have (and will not be deemed to have) any obligation to update any Project Information, the contents of which may reflect information available as of the date that it was prepared or as of such other date indicated therein; or
 - C. retain responsibility or liability (and will not be deemed to retain such responsibility or liability) for any lack of accuracy, completeness, utility or relevance of, or for any interpretations of or conclusions drawn from, any Project Information; and
 - ii. Proposers:
 - A. assume full responsibility for their use of any Project Information; and

- B. are not entitled to rely, and will be deemed not to have relied, on any Project Information.
- b. Notwithstanding the foregoing, for purposes of submitting binding Proposals, each Proposer may assume that the Contractor will be entitled to rely on Project Information to the extent, and only to the extent, expressly provided for in the Contract.

7. ALTERNATIVE TECHNICAL CONCEPTS

7.1. ATC Submission Process

- a. CTA encourages Proposers to identify ATCs that are not, unless and until approved by CTA in accordance with this Section 7, otherwise permitted by the terms of the RFP and the Contract, to the extent that a Proposer reasonably anticipates that the incorporation of such an ATC in its Proposal will provide an equal or better technical solution than the one being replaced or modified, without reducing the feasible rail service capacity or frequency of service at completion of the Project below levels set out in any FFQA.
- b. A Proposer may request that CTA review a particular ATC by submitting an ATC Submission Form with respect to such concept. Proposers should submit a separate ATC Submission Form for each ATC concept. The principal purpose of a complete ATC Submission is to provide CTA with sufficient information to make a determination whether or not to approve the relevant ATC for incorporation, at a Proposer's Discretion, in such Proposer's Proposal. Unless otherwise permitted in accordance with the following provision for Conceptual ATC Submissions, all ATC Submissions must include all information required by the ATC Submission Form.
- c. A Proposer may, but is not required to, submit an initial, conceptual-level ATC with limited information for CTA feedback but not approval. The principal purpose of the resulting Conceptual ATC Submission is for the Contractor to obtain early feedback on or disapproval of ATC concepts that are not acceptable to CTA without the Contractor first expending significant effort to complete all sections of the ATC Submission Form. Each Conceptual ATC Submission will include the following information as indicated in the ATC Submission Form:

- i. A brief summary overview of the proposed ATC
 - ii. Rationale for the ATC
 - iii. Relevant RFP requirements
 - iv. Cost Analysis
 - v. Schedule Analysis
- d. Proposers may submit ATC Submissions to CTA, through the Procurement Website, at any time prior to the ATC Submission Deadline; provided that, CTA reserves the right to require resubmission after the ATC Submission Deadline of any ATC Submission submitted prior to such deadline.
- e. Any ATC Submission that would require (x) any supplemental environmental permitting or changes to the NEPA decision document issued for the Project, or (y) any additional right of way, may only be submitted if:
- i. the Proposer bears full responsibility for:
 - A. acquiring additional approvals including modification to NEPA or other environmental documents; and
 - B. for acquiring additional right of way at Proposer's cost and expense; and
 - ii. such ATC would not require an extension of any of the "Maximum Allowable" periods for completion of a Milestone set out in Form G-2.
- f. CTA reserves the right to, notwithstanding the Proposer's bearing full responsibility pursuant to Section 7.1.e, utilize a heightened level of scrutiny and/or disapprove any ATC Submission under Section 7.1.e on the sole basis that it requires the conditions described in Section 7.1.e.

7.2. ATC Discussions at One-on-One Meetings

- a. Proposers should indicate in writing in advance whether they intend to discuss any particular ATC Submission with CTA at any meeting. CTA separately reserves the right to require a Proposer to discuss any ATC Submission at such a meeting.
- b. ATC meeting discussions will be subject to the same rules that apply to One-on-One Meetings in accordance with this ITP.

7.3. Responses to ATC Submissions

- a. CTA will use reasonable efforts to provide a Proposer with the following written feedback on a complete ATC Submission within 15 Business Days following the later of (x) the date the relevant ATC Submission was submitted, (y) the One-on-One Meeting at which such submission was discussed, or (z) the date that the Proposer provided additional information pursuant to (vi) below. Such feedback will be one of the following:
 - i. unconditional approval;
 - ii. conditional approval, subject to modifications and/or conditions;
 - iii. disapproval, with or without guidance that such ATC can be re-submitted under any circumstance;
 - iv. notification that the inclusion of the proposed ATC in the Proposer's Proposal is already permitted under the terms of the RFP, and therefore does not qualify as an ATC;
 - v. notification that an amendment to the RFP is currently under consideration that is the subject matter of the proposed ATC, and consideration of the proposed ATC may be more useful if delayed until that RFP amendment is made (or determined not to be made); or
 - vi. a request for clarification of, or for more information, with respect to the proposed ATC.
- b. CTA will use reasonable efforts to provide a Proposer with the following written feedback on a Conceptual ATC Submission within 15 Business Days following the later of (x) the date the relevant Conceptual ATC Submission was submitted, (y) the One-on-One Meeting at which such submission was discussed, or (z) the date that the Proposer provided additional information pursuant to (iv) below. Such feedback will be one of the following:
 - i. indication of likely disapproval, with or without guidance that such ATC can be re-submitted under any circumstance;

- ii. notification that the inclusion of the proposed ATC in the Proposer's Proposal is already permitted under the terms of the RFP, and therefore does not qualify as an ATC;
- iii. notification that an amendment to the RFP is currently under consideration that is the subject matter of the proposed ATC, and consideration of the proposed ATC may be more useful if delayed until that RFP amendment is made (or determined not to be made); or
- iv. indication that the ATC may be submitted as a complete ATC Submission.

7.4. Confidentiality

- a. Subject to the remainder of this Section 7.4 and to Section 7.5 and to compliance with FOIA, CTA will maintain the confidentiality of each ATC Submission except:
 - i. to the extent that disclosure is necessary to maintain compliance with federal or State permitting and/or other legal requirements (including under FOIA) necessary for the delivery of the Project;
 - ii. with respect to any third party which is properly involved in the review of ATC Submissions by CTA; and
 - iii. to other Persons participating in any One-on-One Meetings at which such ATC Submissions are discussed.
- b. If disclosure of an ATC is required in accordance with this Section 7.4.a.i prior to the Proposal Deadline, and without limiting the application of Section 11.3.3 with respect to ATC information that a Proposer has properly identified and marked as "proprietary," "privileged," or "confidential" in accordance with Section 11.3, CTA will as necessary issue an Addendum to the RFP by releasing the minimal amount of information necessary to ensure:
 - i. compliance with the relevant requirements; and
 - ii. that all Proposers are aware of any amendments to the RFP.
- c. CTA may, in its Discretion, share with the Preferred Proposer any ATC that was previously submitted by another Proposer (whether or not incorporated by such other Proposer in its Proposal), provided that such other Proposer submitted an executed Stipend Agreement in accordance with Section 8.4.

- d. Notwithstanding the foregoing, CTA may modify the RFP following receipt of any ATC Submission:
 - i. to correct an error, omission or ambiguity in the RFP, which modification may render an ATC contained in such submission no longer applicable;
 - ii. to reflect the ATC (in whole or in part) that is contained in such submission to the extent CTA concurrently or previously considered and evaluated such concept; or
 - iii. for any other reason if CTA does not intend to disclose the ATC to the other Proposers.

7.5. Incorporation of ATCs into Contract

- a. Subject to Section 7.4, CTA's approval (with or without conditions) of an ATC will constitute an agreement to modify the applicable requirements of the RFP (subject to agreement of the necessary specific drafting modifications), but only:
 - i. with respect to the Proposer that submitted such ATC;
 - ii. if such Proposer incorporates the approved ATC in its Proposal as submitted to CTA; and
 - iii. to the extent specified in such approval, provided that any such approval of an ATC (whenever issued by CTA) does not constitute an approval of specific drafting modifications to the RFP necessary to incorporate such ATC into the Contract, which modifications will be agreed by CTA and the Preferred Proposer (each acting reasonably).
- b. Each Proposer will be responsible for ensuring that its Proposal complies with the RFP (as modified by an ATC) that it incorporates in its Proposal. In the event that CTA's approval of an ATC is subject to any condition and/or implementation of such ATC will require a third party approval, the relevant Proposer must be solely responsible for satisfying such condition(s) and/or obtaining any such approval(s). If any required condition is not met and/or approval is not subsequently granted, the Preferred Proposer, and its Contractor, must comply with the requirements of the RFP (unmodified by such ATC) without compensation, time extension, or relief.

8. PRE-PROPOSAL SUBMISSIONS

8.1. General Instructions

- a. In accordance with this ITP:
 - i. Proposers are required to submit the following submissions to CTA that are separate from their Proposals:
 - A. agendas for One-on-One Meetings;
 - B. the Preliminary OCI Disclosure Update; and
 - C. the Proposer's Team Update Submissions requesting acceptance of the individuals proposed by Proposer to fill each of the following Key Personnel positions identified in Annex E to Part 1 of the Contract (which positions were not previously identified in the RFQ and are required to be filled under the terms of the RFP):
 - (1) Safety and Security Certification Lead;
 - (2) Commissioning Agent; and
 - (3) Lead Geotechnical Engineer,each a "Supplemental Key Personnel Submission" as further described in Section 8.3 below.
 - ii. Proposers may, but are not required to unless applicable, submit the following submissions to CTA that are separate from their Proposals:
 - A. RFP Comments;
 - B. Supplemental Due Diligence Requests;
 - C. ATC Submissions;
 - D. Proposer's Team Update Submissions (other than Supplemental Key Personnel Submissions);
 - E. an executed Stipend Agreement; and
 - F. draft forms of the Performance Bond, Payment Bond and/or Guaranty for CTA review pursuant to Section 8.5.
- b. Each Pre-Proposal Submission must:

- i. comply with any applicable instructions specified in this ITP, including through the use of forms provided as Annexes; and
 - ii. with the exception of the Stipend Agreement, which must be submitted in accordance with Section 8.4, be submitted by the Proposer's Designated Representative to CTA's Designated Representative using the Procurement Website with a subject line and electronic file name that both begin with "RLE-MLDB Project – [*Proposer Name*] – [*name of submission e.g. RFP Comments, etc.*]".
- c. Where a Principal Participant is a Joint Venture or a newly formed or special purpose entity, then all members or partners of that Joint Venture or newly formed or special purpose entity will collectively be considered to be a Principal Participant on a joint and several basis. Accordingly, with regard to any Proposer's Team Update Submissions and to the Preliminary OCI Disclosure Update, any information that is required to be submitted by or in relation to such Principal Participant must also be submitted by or in relation to each member or partner of the Joint Venture or the newly formed or special purpose entity, unless otherwise expressly provided by CTA.

8.2. Proposer's Team Update Submission and Approval Process

- a. Proposers must not at any time during the procurement process described in this ITP undergo an Organizational Change or a Key Personnel Change, except in each case:
 - i. prior to the Proposer's Team Update Deadline, in accordance with this Section 8.2; and
 - ii. otherwise, after the Proposer's Team Update Deadline but prior to execution and effectiveness of the Contract, subject to CTA's approval, in its Discretion.
- b. Each Proposer is required to submit to CTA a Proposer's Team Update Submission in the event such Proposer intends to proceed with an Organizational Change or a Key Personnel Change. Proposers may submit Proposer's Team Update Submissions at any time prior to the Proposer's Team Update Deadline.

Proposers should submit a separate Proposer's Team Update Submission for each approval or verification requested.

- c. CTA will use reasonable efforts to provide a Proposer with: (x) approval (with or without conditions) of, (y) a request for additional information or clarifications in relation to, or (z) disapproval of any Proposer's Team Update Submission within 15 Business Days after receipt, acting in its Discretion.
- d. Notwithstanding that CTA reserves the right to withhold its approval to any Proposer's Team Update Submission in its Discretion, CTA expects that it will base its decision on whether the proposed change would:
 - i. render the Proposer different from or less qualified than the Proposer originally selected under the RFQ as eligible to participate in the RFP process in any material respect;
 - ii. result in any Organizational Conflict of Interest;
 - iii. in the case of a Key Personnel Change, result in the individual proposed to fill the relevant Key Personnel position:
 - A. having different or lesser qualifications than the individual who previously filled the relevant Key Personnel position in any material respect; or
 - B. not satisfying the requirements that apply to that position as set out in any relevant provisions of the RFQ, RFP and/or Contract;
 - iv. cause the Proposer to be in violation of another provision of this ITP; and/or
 - v. be adverse based on any other factors that CTA considers relevant or material.

8.3. Supplemental Key Personnel Submission

8.3.1. Proposers are advised that the required Key Personnel positions, listed in Annex E to Part 1 of the Contract, have been updated since the issuance of the RFQ as follows:

- a. the Lead Structural Designer previously described in the RFQ is now referred to as the Lead Bridge Structural Designer (with no change being required in the personnel included in each Proposer's SOQ to fill such position); and
- b. the following supplemental positions have been added to the list of Key Personnel, each as further described in Annex E to Part 1 of the Contract:
 - i. Lead Geotechnical Engineer,
 - ii. Safety and Security Certification Lead, and
 - iii. Commissioning Agent.

8.3.2. Each Proposer is required to prepare and submit a Proposer's Team Update Submission in the form of Annex 4 to this ITP for each Supplemental Key Personnel position as identified in Section 8.3.1.b no later than the Team Update Submission Deadline provided in the Procurement Schedule.

8.3.3. CTA will use reasonable efforts to provide one of the following written responses (acting in its Discretion) in relation to each Supplemental Key Personnel Submission within 15 Business Days after the Team Update Deadline:

- a. request for additional information or clarifications;
- b. acceptance (with or without conditions); or
- c. rejection (with reasons),

provided that, CTA expects that it will base its decision as to whether to accept such submission on:

- i. whether the appointment of such individual to fill the relevant Key Personnel position would:
 - A. result in any Organizational Conflict of Interest; or
 - B. cause the Proposer to be in violation of another provision of this RFP;

- ii. whether the individual would satisfy the requirements that apply to the relevant position as set out in any applicable provisions of the Contract (including Annex E to Part 1 of the Contract); and/or
- iii. any other factors that CTA consider relevant or material.

8.3.4. Once a Supplemental Key Personnel Submission is accepted, any subsequent update to a Supplemental Key Personnel Submission must be made as a Key Personnel Change in accordance with Section 8.2 above.

8.4. Stipend Agreement

- a. Each Proposer may, but is not required to, submit to CTA an executed Stipend Agreement in the form of Annex 5 for counter-execution by CTA, subject to having provided CTA with an execution draft in advance for review and confirmation.
- b. If the Proposer makes such a submission following advance written notice to CTA's Designated Representative, and unless otherwise directed by CTA, Proposers must upload a copy of the executed Stipend Agreement to the Procurement Website, up to and including (but not after) the date and time specified in the Procurement Schedule as the Stipend Agreement Deadline. CTA reserves the right to not accept Stipend Agreements submitted after such date and time.
- c. Promptly after receiving a Stipend Agreement in compliance with the foregoing requirements, upon completion of relevant internal processes, CTA will return a fully executed copy to the Proposer via the Procurement Website.

8.5. Pre-Proposal Submission of Form of Bonds or Guaranty

- a. Each Proposer may, but is not required to, submit to CTA its proposed form(s) of Payment Bond, Performance Bond and/or Guaranty at any time prior to the RFP Comment Deadline. Each Proposer may only make one such submission with respect to each such Bond and to the Guaranty unless CTA expressly permits a resubmission.
- b. If a Proposer makes such a submission (or permitted resubmission), CTA will use reasonable efforts to provide the Proposer with the following written feedback on any such submission within 15 Business Days following such submission:
 - i. unconditional approval;

- ii. conditional approval, subject to modifications and/or conditions (which may include a redline thereof), with or without guidance that such submission should be re-submitted; or
 - iii. disapproval, with or without guidance that such submission can be re-submitted under any circumstance.
- c. To the extent CTA notifies the Proposer that its submission was approved, then such form must be deemed to satisfy the relevant ITP and Contract requirements (subject to, in the case of a conditional approval, the executed form of Bond or Guaranty as delivered reflecting the modifications and/or satisfying the conditions included in such approval).
- d. The submission by a Proposer of form(s) of Payment Bond, Performance Bond and/or Guaranty pursuant to this provision must not relieve it of its obligations to, as applicable, provide a form of each Bond and of the Guaranty in its Proposal pursuant to the Proposal Submission Requirements, or to otherwise satisfy its obligations under this ITP with respect to the delivery of the Bonds and, as applicable a Guaranty following or as a condition of its selection as the Preferred Proposer.

8.6. Delivery Timing and Procedure

8.6.1. Manner of Delivery and Format

- a. Proposals must be submitted electronically through the Procurement Website.
- b. The Proposal must be divided by Volume and reference the requisition number (C22FT102829986) and RFP (The Red Line Extension Mainline Design Build (RLE-MLDB) Project) in all pages.
- c. The Proposal must be comprised of files in searchable .pdf format and must be easily printable by conventional machines.

8.6.2. Timeliness of Delivery

- a. Proposals will be accepted by CTA through the Procurement Website up to and including (but not after) the date and time specified in the Procurement Schedule as the Proposal Deadline. CTA will not accept Proposals submitted after the date and time specified in the Procurement Schedule as the Proposal Deadline.

- b. CTA will not unseal any Proposals prior to the Proposal Deadline.

8.6.3. Resubmission and Withdrawal of Proposals

If a Proposer submits its Proposal prior to the Proposal Deadline, Proposer may remove its Proposal from the Procurement Website by deleting it prior to the Proposal Deadline. The deletion of the Proposal in accordance with the foregoing will not prejudice the right of a Proposer to timely resubmit its Proposal (inclusive of any modifications as the Proposer may incorporate in its Discretion). As of the Proposal Deadline, the most recent submission of the Proposal on the Procurement Website will be considered the Proposal for purposes of the evaluation process hereunder.

8.6.4. Confirmation of and Responsibility for Delivery

- a. The acknowledgment of receipt of the Proposal will be evidenced by the auto-generated email received by the Proposer from the Procurement Website, which states the Proposal has been submitted to the Procurement Website.
- b. Notwithstanding the receipt of such acknowledgement email from the Procurement Website, each Proposer is solely responsible for ensuring that CTA receives its Proposal by the Proposal Deadline electronically through the Procurement Website. CTA will not be responsible for any upload delays, incorrect files, and/or technical issues, regardless of the cause.

8.7. Substantive Proposal Requirements

- a. Each Proposer should refer to the Proposal Submission Requirements, together with the relevant Forms set out in Part G (including the instructions provided in such Forms), when developing its Proposal.
- b. Each Proposer, and not CTA, will be responsible for any errors, omissions, assumptions, inaccuracies, or incomplete statements in its Proposal, including as such may result from a misinterpretation of or oversight involving (i) any applicable instructions or requirements, (ii) any other provision of the RFP, and/or (iii) any Project Information.
- c. CTA expects that a Proposal submitted in full compliance with the RFP will provide enough information to allow CTA to evaluate such Proposal in accordance with Section 9 and, on such basis, select a Preferred Proposer in accordance with

Section 10. If a Proposer believes that the guidance provided in this ITP does not provide sufficient clarity as to the information that is required to enable CTA to conduct its evaluation and scoring and to select a Preferred Proposer, then such Proposer should submit one or more related RFP Comments to such effect.

8.8. Proposal Validity Period

Each Proposal must remain valid for acceptance by CTA for the duration of the Proposal Validity Period, provided that any Proposer may elect, in its sole Discretion, to extend the validity of its Proposal beyond the date on which the Proposal Validity Period with respect to such Proposal would otherwise expire in accordance with the definition of Proposal Validity Period.

8.9. Ownership of Pre-Proposal Submissions and Proposals; Stipend Agreements

Without regard to whether a Proposer executes a Stipend Agreement with CTA, CTA will retain full title to and ownership of all Pre-Proposal Submissions, Proposals (excluding ATCs except to the extent provided in an executed Stipend Agreement), and other Proposer submittals (excluding ATCs except to the extent provided in an executed Stipend Agreement) made pursuant to this ITP. Notwithstanding the foregoing, Proposers may use and reproduce any elements of a Pre-Proposal Submission or Proposal that are standard and not unique to the subject of the submission and the Project.

9. EVALUATION PROCESS

9.1. Overview

- a. The process for procurement of the Contract will use best value as a basis of selection. CTA intends to award the Contract to the Eligible Proposer who submits the Proposal with the best combination of price and technical factors as described in Section 9.2.4, and meets all pass/fail criteria.
- b. Without limiting CTA's rights under the ITP, including the Reserved Rights, evaluation of each Proposal will be based on information submitted in that Proposal, federal, State, and local lists of debarment and suspension, and any publicly available reports and filings, reference checks as applicable, and company or court records available to CTA.

9.2. Conducting the Evaluation Process

9.2.1. Requests for Additional Information

- a. CTA may, at any time during the evaluation process:
 - i. request written clarification or additional information from a Proposer;
 - ii. contact firm and personnel references supplied by a Proposer, as well as request additional references not initially provided by a Proposer; or
 - iii. conduct additional due diligence regarding any references or prior experience of a Proposer or a Team Member, including visiting a prior project constructed or designed by the Proposer or a Team Member.
- b. The scope and length of, and topics to be addressed in, any response to such a request from CTA will be subject to CTA's Discretion.

9.2.2. Exercise of Discretion in Evaluation Process

- a. The evaluation of Proposals will be conducted at the Discretion of CTA, with assistance from such professional and other advisors as CTA may designate.
- b. Unless expressly permitted by this ITP:
 - i. any failure of any aspect of the Proposal to meet the minimum requirements of the Contract after incorporation of any approved ATCs, including without limitation a determination by CTA that the Proposal fails to meet the Project Requirements described in Part 3 of the Contract;
 - ii. any failure to fully disclose requested information;
 - iii. any failure to meet any of the Proposal Submission Requirements, including as determined through the initial pass/fail evaluation conducted in accordance with Section 9.2.3, including the failure to include all required elements of the Proposal listed in Section 15;
 - iv. any submission of a Proposal Schedule that does not comply with the applicable requirements of Sub Part 2.1.6 of Part 2 of the Contract, or is internally inconsistent, unreasonable or that fails to meet time period and completion requirements specified in Part 3 of the Contract;

- v. any submission of Form G-2 that shows, with respect to any Proposed Milestone Deadline, a “Total Proposed Quantity” that exceeds the “Maximum Allowable” quantity with respect to such deadline;
- vi. any incomplete, inaccurate, materially misleading or non-responsive submissions;
- vii. any indication that the Proposer does not intend to enter into the Contract and/or abide by its terms; or
- viii. any conditional or qualified submissions (*i.e.*, “to our knowledge,” “to the extent of available information,” “such information is not readily available,” “such information is not maintained in the manner requested,” *etc.*) to requests or questions posed,

may, in the Discretion of CTA, lead to: (x) a determination that the Proposal is non-compliant and cessation of any further evaluation of the Proposal; (y) disqualification of a Proposer and/or a relevant Team Member from the procurement process; and/or (z) a relatively poor substantive evaluation of the Proposal.

9.2.3. Pass/Fail Evaluation Factors

- a. CTA will evaluate each Proposal on a pass/fail basis for responsiveness of the Proposal to the RFP requirements:
- b. The initial pass/fail review will include the following:
 - i. The Proposal was submitted electronically through the Procurement Website on or before the Proposal Deadline;
 - ii. The Public Disclosure Proposal was submitted electronically through the Procurement Website on or before the Public Disclosure Proposal Deadline;
 - iii. Each of the Administrative Submissions in Volume 1 fully meets all applicable Proposal Submission Requirements;
 - iv. Each of the Financial Submissions in Volume 2 fully meets all applicable Proposal Submission Requirements; and

- v. Each of the Technical Submissions in Volume 3 appears to include the information and documents required by the Proposal Submission Requirements for review by the evaluators.
- c. Nothing in this Section 9.2.3 limits any ability of CTA to determine any Proposal as non-compliant and cease further evaluation of the Proposal as provide for in Section 9.2.2 or otherwise in accordance with the Reserved Rights.

9.2.4. Substantive Evaluation of Proposals

- a. Subject to CTA's rights under this ITP and the Reserved Rights, CTA will substantively evaluate each Proposal by considering the merits of each Proposer's Proposal (including the net benefits of any approved ATCs incorporated therein) on the basis of best value in accordance with this Section 9.2.4
- b. First, CTA will evaluate the Technical Proposal pursuant to the criteria as described in Section 14, including:
 - ii. project management, as described in Section 14.3.3;
 - iii. design, as described in Section 14.3.4;
 - iv. construction, as described in Section 14.3.5;
 - v. team and personnel experience, as described in Section 14.3.6;
 - vi. community impacts, as described in Section 14.3.7; and
 - vii. diversity and workforce development, as described in Section 14.3.8;

in each case, including relevant appendices and forms. An individual appendix or form within the Technical Proposal may be considered relevant to multiple technical criteria. All items included in the Technical Proposal will be evaluated. Each of the above criteria will be in approximately equal order of importance. Pricing will be taken into consideration separately. Proposers should therefore consider each area equally in order to make a balanced Proposal.

In considering each of the above evaluation criteria, CTA will also evaluate the Proposal for its quality and approach, taking into consideration, in particular, how the Proposal exceeds CTA's minimum requirements with respect to Project goals set out in Section 3.

- c. Each of the technical evaluation criteria referenced in Section 9.2.4.b will be assigned an adjectival rating as follows. Ratings for each technical evaluation criteria will be based on the following rating criteria. Within the criteria, the evaluators may also use a plus (+) or minus (-) suffix to further differentiate the strengths or limitations within a rating.
- i. EXCEPTIONAL: The Proposal significantly exceeds stated objectives/requirements for the criteria in a beneficial way and indicates a consistently outstanding level of quality. There are essentially no weaknesses.
 - ii. GOOD: The Proposal exceeds stated objectives/requirements for the criteria and offers a generally better than acceptable level of quality. Weaknesses, if any, are very minor.
 - iii. ACCEPTABLE: The Proposal meets the stated objectives/requirements for the criteria, and has an acceptable level of quality. Weaknesses are minor and can be corrected.
 - iv. UNACCEPTABLE: The Proposal fails to meet the stated objectives and/or requirements and/or lacks essential information and/or has an unacceptable level of quality.

These adjectival ratings will be applied to identify relative differences as part of the evaluation and do not necessarily reflect a linear scale or relationship between criteria or otherwise reflect a form of scoring.

- d. Second, subsequent to evaluation of the technical criteria, CTA will evaluate the Pricing Proposal by reference to the “Lump Sum Price” included in Form E-1 in order to compare differences among Pricing Proposals, and otherwise for reasonableness with respect to Forms E-2 and E-3, so as to determine the best value to CTA.
- e. Proposers should note that CTA is more concerned about obtaining the best Technical Proposal than with making an award at the lowest overall cost; the degree of the importance of the Pricing Proposal as a factor will therefore depend upon the degree to which the Proposals differ in the technical criteria evaluation.

- f. CTA expects the Proposal to include detailed plans, procedures, approaches and commitments specifically tailored to the Proposer's plans for the Project, including appropriate touch-points, reviews, and collaborative efforts with Project stakeholders. Generalized commitments or general procedures not expressly customized to the particular elements and approach for this Project will not be evaluated favorably. Experience involved in prior projects is encouraged so long as it is expressly shown as relevant to a particular element of the Proposal. For instance, where the Proposer is advocating a particular methodology or approach to keep the Project "on time and on budget", then reference could be made to prior projects where the proposed approach was a key component of that project's success (or in the alternative, describing an approach that did not work and how that is a lesson learned for the proposed approach on this Project).
- g. In evaluating a Proposal, CTA may consider as relevant (or irrelevant) any component of that Proposal in its evaluation of any of the substantive evaluation criteria referenced above. Furthermore, any component of a Proposal may be used for the evaluation of more than one such criteria.
- h. CTA will also consider the qualifications and prior experience of the Proposer in evaluating its Proposal. CTA reserves the right to continue to further evaluate and consider the Proposer's qualifications and experience, including through continued due diligence with respect to the Proposer's previous project experience.

9.2.5. Evaluation Methodology

CTA will evaluate Proposers based on best value as determined by the substantive evaluation conducted in accordance with Section 9.2.4 and otherwise pursuant to an evaluation methodology to be determined by CTA in its Discretion.

10. **SELECTION PROCESS**

10.1. **Recommended Proposer**

Subject to the Reserved Rights, following the substantive evaluation process (and any negotiation process, if applicable), CTA anticipates that staff will recommend to the Chicago Transit Board that it approve as the Preferred Proposer the responsible and responsive Eligible Proposer whose Proposal was determined to be best value to CTA

pursuant to the application of criteria referenced above (such Eligible Proposer, the “Recommended Proposer”).

10.2. Negotiation and Finalization of the Contract for Execution

- a. Under the terms of its Proposal Letter, each Proposer will commit that it will enter into the Contract substantially in the form provided in the RFP, without any revisions except:
 - i. minor modifications necessary to create a complete and legally binding contract, including modifications to address drafting issues, clarifications or any conflicts between or within documents, or the equivalent of one of these;
 - ii. modifications to those Contract provisions that, as indicated in the form of Contract included in the RFP, require information that can only be provided after the counterparty has been identified, provided that such modifications are consistent with the terms of the RFP in CTA's reasonable Discretion; and
 - iii. modifications necessary to incorporate terms or concepts provided in the counterparty's Proposal, including ATCs, which have been approved or required by CTA for inclusion in the Contract in accordance with this ITP.
- b. CTA may, in its Discretion, initiate or agree to engage in negotiations with any or all Proposers to modify terms of the Contract. The evaluation process of the initial Proposals may therefore result in the Vice President of Purchasing and Supply Chain selecting either a single Proposer or multiple proposers for further negotiations for determination of a single Proposer. Negotiations (if any) will be limited to those issues or provisions that CTA identifies as permissible issues or provisions for negotiation. CTA may, in its Discretion, terminate such negotiations at any time and require the Proposer to enter into the Contract substantially in the form provided in the RFP as of the Proposal Deadline (subject to any changes otherwise agreed by CTA and such Proposer), and/or request revised Proposals and/or best and final offers pursuant to a procedure to be notified to Proposers by CTA at the relevant time through an Addendum to this ITP.

- c. CTA may, in its Discretion, require any Proposer to attend in-person meetings in Chicago and/or videoconference meetings in order to confirm final Contract modifications to the extent permitted under Section 10.2.a above or as part of any negotiations held in accordance with Section 10.2.b above.
- d. CTA may cease negotiations with a Proposer if it fails to attend and actively participate in good faith in reasonably scheduled negotiation meetings or videoconference meetings with CTA or insists upon terms or conditions that are:
 - i. materially inconsistent with the Proposer's Proposal;
 - ii. unrelated to the issues or provisions identified by CTA for discussion; or
 - iii. materially inconsistent with customary and ordinary terms with respect to issues or provisions not described otherwise in the Proposer's Proposal.
- e. Prior to Contract execution, the CTA will, in its Discretion, notify the Recommended Proposer of whether or not it will accept the "Optional Work: Permanent Segmental Concrete Span Mock-up" described in Sub Part 2.4.9.A.4 of Part 2 in the Contract. If CTA elects to not accept the option for this work, then prior to execution such Sub Part will be removed from the Contract and the corresponding "Option A" price in Form E-1 (Pricing Proposal) will be excluded from the Lump Sum Price going forward.

10.3. Execution and Board Approval of the Contract

- a. Within 10 Business Days (or such longer period as CTA may permit in its Discretion) after a written request from CTA, the Recommended Proposer (or such other Proposer to which CTA makes such a request pursuant to its Reserved Rights) must submit to CTA:
 - i. the Contract duly executed by the Contractor, subject to CTA having previously provided an execution copy of the same;
 - ii. with respect to the Contractor:
 - A. evidence of all necessary company or partnership action by the Contractor to authorize the execution, delivery, and performance of the Contract;

- B. evidence as to the authority, power, and capacity of the individuals executing the Contract on behalf of the Contractor; and
- C. notice of the name and address of the Contractor's agent for service of legal process, if any, and the Contractor's Federal Internal Revenue Service employer identification number,

attached to and/or in the form of a certificate of a duly authorized officer or secretary of the Contractor and otherwise in form and substance approved by CTA;

- iii. each Guaranty, if any, each duly executed by the appropriate Guarantor, in the form provided in Volume 2 of the Proposer's Proposal to the extent such form has been previously approved by CTA (and otherwise in such other form and substance approved by CTA); and

- iv. with respect to any Guarantor:

- A. evidence of all necessary company or partnership action by the Guarantor to authorize the execution, delivery and performance of the Guaranty;
- B. evidence as to the authority, power, and capacity of the individuals executing the Guaranty on behalf of the Guarantor; and
- C. notice of the name and address of the Guarantor's agent for service of legal process, if any, and the Guarantor's Federal Internal Revenue Service employer identification number,

attached to and/or in the form of a certificate of a duly authorized officer or secretary of the Contractor and otherwise in form and substance previously approved by CTA.

- b. If and when approved by the Chicago Transit Board, the Proposer so approved will become the Preferred Proposer, authorizing CTA to issue the Preferred Proposer a Notice of Award, which will be subject to execution of a Full-Funding Grant Agreement for the Project, and make the results of the selection process known to all Proposers and to the public.

- c. After the Chicago Transit Board approves the Contract, within 10 Business Days (or such longer period as CTA may permit at its Discretion) of the request of CTA's Designated Representative, the Preferred Proposer must submit to CTA for its approval:
 - i. evidence of insurance, as required by the Contract;
 - ii. Payment Bonds and Performance Bonds as required by the Contract and in the forms provided in Volume 2 of the Proposer's Proposal to the extent such forms have been previously approved by CTA (and otherwise in such other form and substance approved by CTA); and
 - iii. any other deliverables reasonably and customarily requested by CTA as a condition of contract execution, including as necessary to comply with Annex D-1 (DBE Special Provisions) of Part 1 of the Contract.
- d. Upon submission of all required and requested items by the Preferred Proposer, CTA will submit the executed Contract through its standard and customary internal verification, routing and approval procedures, the final step of which is the execution of the Contract by CTA. The Contract will then become effective from the date of such execution in accordance with its terms.
- e. In no event will CTA be bound by, or liable for, any obligations set out in the Contract unless and until such agreement has been executed by CTA. If the Proposer fails to fully comply with this Section 10.3, and without prejudice to the Reserved Rights, CTA may:
 - i. revoke the Notice of Award and proceed to identify and recommend another Eligible Proposer as the next choice for negotiation and/or approval as the Preferred Proposer; and
 - ii. declare the Preferred Proposer to have forfeited its right to the Stipend Payment under its Stipend Agreement.

10.4. Protest Procedures and Debriefings

10.4.1. Protest Procedures

- a. Any protest regarding the RFP process must only be permitted by such parties, during such times, and in accordance with such procedures as are set out in CTA's

Procurement Policies and Procedures, which is available at www.transitchicago.com/asset.aspx?AssetId=5857 (subject to amendment at any time without issuance of an Addendum to this RFP).

- b. Notwithstanding any longer timeframe described in such procedures, any objection or protest regarding the procedures and evaluation described in this RFP must be made not less than 20 Days prior to the Proposal Deadline. Any matter that could have been objected to or protested as of such date cannot be the subject of any objection or protest made thereafter.

10.4.2. Debriefings

- a. At a time determined appropriate by CTA after execution of the Contract, CTA may, but is not required to, conduct a debriefing for any Proposer upon request.
- b. In any such debriefing, CTA will not disclose or discuss any confidential information relating to any other Proposer or another Proposer's Proposal.
- c. By requesting and participating in any debriefing session, a Proposer and each of its Team Members will be deemed to have waived any right to use any information provided by CTA in good faith during such a debriefing against CTA or their representatives in any way whatsoever, including in any protest or legal action.

PART D: PROCUREMENT RULES AND RESERVED RIGHTS

11. PROCUREMENT RULES

11.1. Communications

11.1.1. Proposer Contacts

- a. Each Proposer previously identified its Proposer's Designated Representative.
- b. Subject to Section 11.1.2.c, all communications by the Proposer with CTA in relation to the RFP (other than during meetings between CTA and a Proposer as contemplated in this ITP or as expressly permitted otherwise by CTA) must be made, except as otherwise directed in writing by CTA's Designated Representative:
 - i. by the Proposer's Designated Representative to CTA's Designated Representative; and

- ii. using the Procurement Website in accordance with the instructions separately provided to Proposers when registering to use such Procurement Website or subsequently by CTA.
- c. All communications by CTA with a Proposer in relation to the RFP (other than during meetings between CTA and a Proposer as contemplated in this ITP or as expressly permitted otherwise by CTA) will be made to the Proposer's Designated Representative.
- d. Proposers may update the identity of such Proposer's Designated Representative from time to time by notifying CTA's Designated Representative through the Procurement Website of the name, title, mailing address, phone numbers (work and cell), email address, and fax number (if any) of the replacement Proposer's Designated Representative. Such replacements may be made on a time-limited basis, as needed, to address temporary unavailability of a Proposer's primary Proposer's Designated Representative, provided that the Proposer notifies CTA of the start and end date for such time-limited replacement.

11.1.2. General Rules for Contact and Communications

- a. The following rules of contact will, absent modification in an Addendum, apply to each Restricted Party during the entire Restricted Contact Period.
- b. For purposes of this Section 11.1.2, contact and communications are deemed to include, but are not limited to:
 - i. face-to-face meetings;
 - ii. telephone and videoconference discussions;
 - iii. facsimile, email, social media messaging, mobile text, or equivalent transmissions, whether written, audio or video; and
 - iv. any publication by print, website, broadcast social media messaging, video or audio mass communication or equivalent digital transmission which CTA concludes in its Discretion was intended to circumvent the above restrictions.
- c. CTA's Designated Representative will be the sole contact for Proposers with respect to the Project and the RFP in accordance with Section 11.1.1 (but subject

always to the exceptions in this Section 11.1.2). CTA's Designated Representative is:

Blanca Medina, Lead Procurement Administrator, Purchasing
via email: RLEPROCUREMENT@TRANSITCHICAGO.COM

- d. The above-named person, as CTA's Designated Representative for this procurement, will be CTA's single point of contact and source of information for this procurement, subject to:
 - i. CTA's right to replace such person; and
 - ii. the exceptions expressly provided below.
- e. A Restricted Party must not have any direct or indirect contact or communications regarding the Project and the RFP with:
 - i. another Restricted Party or any employee, advisor, contractor, or consultant of the foregoing involved with the procurement of the Project; or
 - ii. subject to Section 11.1.2, any CTA management, staff, former CTA staff, Consultants, advisors, or contractors involved with the Project or this RFP, including those referenced in Section 11.2.3.a,except for:
 - iii. with respect to paragraph i above, contacts made prior to submission of a statement of qualifications in respect to the RFQ that related solely to bona fide inquiries regarding the formation of prospective Proposer teams; and/or
 - iv. contact or communications expressly permitted by the terms of this ITP or in any written notice from CTA (understanding that CTA must not unreasonably withhold permission for any such contact or communications by the Preferred Proposer to the extent necessary for it to comply with its obligations under Sections 10.2 and 10.3).
- f. During the Restricted Contact Period, no Restricted Party may communicate directly or indirectly with regard to the Project or the RFP with any Railroad.

- g. During the Restricted Contact Period, Proposers must not (unless expressly permitted otherwise by CTA) directly or indirectly contact any FTA or US DOT office, bureau, or agency or any representative, advisor, or consultant of the FTA, or the US DOT in relation to the Project excluding only ancillary interactions at public forums or as part of public rulemaking comment processes.
- h. During the Restricted Contact Period, Restricted Parties are permitted to contact and communicate with any company, stakeholder or other Person that is not the subject of the restrictions in Sections 11.1.2.e, 11.1.2.f, and 11.1.2.g regarding the Project or the RFP, provided that no such contact or communication, whether direct or indirect, is permitted that:
 - i. would violate any law, regulation, or code of ethics or conduct that applies to such Restricted Party;
 - ii. would result in an OCI or otherwise violate this Section 11.1.2;
 - iii. could reasonably be construed as inhibiting or frustrating the Project or CTA's goals set out in Section 3;
 - iv. is known or should be known by such Restricted Party to be contrary to the express wishes of the recipient to not receive such contact or communication;
 - v. could reasonably be construed as lobbying or equivalent activities intended to improperly influence CTA, the City of Chicago, or any State official in connection with the procurement for the Project; or
 - vi. which CTA concludes in its Discretion was intended to circumvent the rules of contact with CTA set out in Section 11.1.1 and Section 11.1.2.c.

11.1.3. Official Communications

- a. Written communications regarding the Project will be disseminated by CTA's Designated Representative on CTA letterhead or from an official email account, in either case signed by CTA's Vice President Purchasing and Supply Chain.
- b. Unless confirmed in writing by CTA's Vice President Purchasing and Supply Chain or in any Addendum, CTA will not be responsible for or bound by, and Proposers may not rely on: (i) any oral communication by CTA or its representatives regarding

the Project or the RFP; and (ii) any other information or contact (including one made in writing) regarding the Project or the RFP that occurs outside the official communication process specified herein, whether or not posted on the Procurement Website, unless and to the extent expressly provided for in the executed Contract (and, in such case, only with respect to the Contractor and not to any Proposer).

11.2. Organizational Conflicts of Interest and Limits on Proposer Team Membership

11.2.1. OCI Goals and Legal Requirements

- a. CTA's goals in adopting these OCI policies and requirements include:
 - i. protecting the integrity, transparency, competitiveness, and fairness of the planning, procurement, design, construction, or development of the Project;
 - ii. avoiding circumstances where a potential Contractor obtains, or appears to obtain, an unfair competitive advantage as a result of work performed by a Consultant or other individual involved as part of the design-build team;
 - iii. providing guidance to a potential Contractor in establishing teams for the Project; and
 - iv. ensuring compliance with applicable legal requirements.
- b. Federal and State Requirements
 - i. The Project is subject to the FTA's organizational conflict of interests rules found in Circular 4220.1F and the Federal Common Grant Rule, 2 C.F.R. 200.112.
 - ii. Proposers and their Team Members are also subject to requirements of State laws and regulations that affect Persons contracting with municipal corporations.
- c. Exceptions to the policies set out in Sections 11.1.2 and 11.1.3 may be granted by CTA in its Discretion in accordance with the process for review of potential conflicts of interest described below.

11.2.2. Restrictions on Teaming

- a. During the Restricted Contact Period, in addition to the restrictions that apply pursuant to Section 11.2.3, no Team Member, nor any firm that employs one or more of the individuals named as Key Personnel in a statement of qualifications submitted in response to the RFQ, or as a result of any Key Personnel Change, on behalf of one Proposer may participate on another Proposer's team, and no Affiliate of any such Team Member or other firm, may participate on another Proposer's team. Firms that employ the Quality Manager and/or Safety Manager, but no other Key Personnel, are exempted from this provision, provided that such firms implement Information Barriers acceptable to CTA.
- b. Notwithstanding the foregoing, Proposers:
 - i. may engage insurance, legal, public relations, and other non-technical specialist advisors and/or secure Bonds from Sureties on a non-exclusive basis, where any engagement of, or arrangement with, such an entity will be subject to the requirement to institute Information Barriers acceptable to CTA in the event such entity is also engaged by, or providing Bonds to, another Proposer; and
 - ii. may not engage any:
 - A. DBE (other than as a Principal Participant);
 - B. Community Groups (where the engagement of Community Groups is for the purpose of meeting the workforce participant requirements of the Contract) or
 - C. other specialist firms where there are very few available and qualified Subcontractors,in each case on an exclusive basis, where any engagement of such an entity will be subject to the requirement to institute Information Barriers acceptable to CTA in the event such entity is also engaged by another Proposer.

11.2.3. Organizational Conflicts of Interest

- a. Entities with OCIs

- i. During the Restricted Contact Period, without written authorization from CTA, Proposers are prohibited from teaming with, engaging, or directly or indirectly receiving any advice or discussing any aspect of the Project or this RFP with any Person with an OCI or where such interaction would result in an OCI, preliminarily including:

- i. T.Y. Lin International Great Lakes Inc.
- ii. HNTB Corporation
- iii. Kaplan Kirsch & Rockwell LLP
- iv. CDM Smith
- v. AAA Engineering, LTD
- vi. Ardmore Roderick
- vii. Infrastrategies, LLC
- viii. Resource Systems Group, INC
- ix. Ascent PgM, LLC
- x. Code Red Business Solutions, Inc.
- xi. Connetics Transportation Group, INC
- xii. DB Sterlin Consultants, INC
- xiii. ADS System Safety Consulting, LLC
- xiv. ABNA Engineering
- xvi. O-H Community Partners, Ltd.
- xvii. RGE Engineering
- xviii. SQN Associates
- xix. Synnovv Group, INC
- xx. Muller + Muller Ltd
- xxi. Marco, Ross & Baruzzini
- xxii. Hatch Associates Consultants, Inc.
- xxiii. CCS International, Inc.
- xxiv. GeoServices, Inc.
- xxv. CERA Solutions
- xxvi. Cheri K. Lewis Engineers, LLC

Proposers are advised that the foregoing list of entities has been updated since the issuance of the RFQ.

- ii. Any entity that is an Affiliate, parent, or subsidiary of any of the foregoing entities, may also be precluded from participating on or advising a Proposer team due to an OCI, as well as any entity whose key staff were previously with one of the foregoing entities or an Affiliate of such entity and were involved in the Project.
- iii. Proposers must confirm that any potentially relevant Person with which it is considering a relationship has received written confirmation from CTA with respect to its potential involvement in the Proposer Team.

b. Determination of OCI

- i. Any Proposer wishing to team with, receive advice from, or discuss any aspect of the Project with any Person with an OCI or where such interaction would result in an OCI must first submit to CTA a request for review of the entity's potential OCI. Proposers wishing to receive a response prior to the Proposal Update Deadline must submit a request for review on or before 45 Days prior to the Proposer's Team Update Deadline.
 - A. Any such request must take the form of a statement disclosing all relevant facts concerning any past, present, or currently planned future interests which may present an OCI with respect to the Project, including the facts and circumstances of the relevant entity's current or past involvement with the Project (or any portion thereof) and the nature of its proposed participation with a Proposer team with respect to the Project.
 - B. The Proposer's request must state how the interests of such entity, including interests of any chief executives, directors, or key personnel thereof, may result in, or could be viewed as, an OCI.
 - C. The Proposer's request must specifically disclose whether the relevant entity at any time was involved in the preparation of bridging documents, procurement documents, technical criteria, or evaluation criteria for the Project or any portion thereof.
- ii. Based upon a request submitted by a Proposer, or upon its own initiative at any point during the procurement process, CTA may determine that an actual or potential OCI exists. CTA's Vice President of Purchasing and Supply Chain, or his/her authorized representative, in consultation with CTA's General Counsel will make the final determination as to whether an OCI exists.
- iii. If CTA determines that an OCI exists, CTA may:
 - A. disqualify the Proposer;
 - B. advise the Proposer that the affected Team Member must be removed;

- C. identify any actions that must be taken to avoid, neutralize, or mitigate such conflict; or
 - D. require the Proposer to develop a plan to avoid, neutralize, or mitigate such conflict, in accordance with paragraph d. below.
- c. Obligation to Disclose Conflicts of Interest
 - i. Each Proposer is responsible for determining whether an actual, potential, or perceived OCI exists with respect to itself, its Principal Participants and other identified Team Members. The Proposer is required to disclose all relevant facts concerning any past, present, or currently planned interests of the Proposer, its Principal Participants, and other identified Team Members, and their Affiliates which may present an OCI.
 - ii. Publicly available information regarding the Project is available on the Public Website. Proposers and Team Members are reminded that they must disclose any OCI as a result of having had access to information not generally available to the public or, on request, certify that they have no OCI to disclose.
 - iii. The obligation to disclose actual, potential, and perceived OCIs is ongoing throughout the procurement. Proposers should undertake reasonable due diligence, including necessary conflict searches, to determine whether new actual, potential, or perceived OCIs have arisen. Due diligence should extend to investigation of past relationships and to officers or directors of the Proposer and its Team Members.
 - iv. Each Proposer must, by the deadline specified in the Procurement Schedule or, if earlier, promptly after any new actual, potential, or perceived OCI arises, submit to CTA's Designated Representative for discussion and evaluation a Preliminary OCI Disclosure Update. CTA will use reasonable efforts to respond to any such submission promptly in order to enable a Proposer to consider such response in preparing its Proposal and/or address any concerns raised by CTA. If a Proposer becomes aware of a potential or actual OCI after the submission of a Preliminary OCI Disclosure

Update, it must submit a disclosure thereof to CTA's Designated Representative.

d. Mitigation Plans

- i. In the event that a real or perceived OCI exists or is discovered at any point during the Procurement process, CTA may require the Proposer to prepare a plan to avoid, neutralize, or mitigate its conflict of interest issue(s).
- ii. Such a plan must be in compliance with all OCI rules and regulations including, the requirements set out in FTA Circular 4220.1F and the Federal Common Grant Rules.
- iii. Measures to be included in an acceptable mitigation plan could include:
 - A. Information Barriers;
 - B. physical separation of staff members;
 - C. limiting access to sensitive information, including electronic information repositories;
 - D. the prohibition of, or creation of formal protocols for, communication between conflicted and non-conflicted staff;
 - E. training programs for staff on the importance of and adherence to the mitigation plan;
 - F. confidentiality agreements to be signed by affected staff members; and/or
 - G. reporting and auditing of mitigation plan protocols.
- iv. CTA's Vice President of Purchasing and Supply Chain, or his/her authorized representative, in consultation with CTA's General Counsel will make the final determination as to whether the Proposer's mitigation plan is sufficient. CTA will advise the Proposer in writing as to whether the proposed Team Member whose participation may create an OCI may or may not participate, and of the mitigation measures that must be maintained.

e. Failure to Comply

If a Proposer or any of its Team Members fails to comply with the requirements set out in this Section 11.2.3, or otherwise fails to timely disclose an actual, potential or perceived OCI, CTA may, in its sole Discretion:

- i. disqualify the Proposer;
- ii. preclude and/or disqualify the affected Persons and their Affiliates from participation in the Project;
- iii. require the affected Persons and their Affiliates to implement mitigation measures;
- iv. if the Proposer has entered into the Contract, terminate the Contract without penalty to CTA;
- v. terminate any other existing contracts with such Person and its Affiliates; and/or
- vi. pursue any and all other rights and remedies available at law, in equity or set out in applicable procurement or contract documents, which rights and remedies will include the right to seek any and all direct or indirect costs and damages resulting from the Person's failure to comply with this Policy, including, but not limited to, costs resulting from third-party challenges to the procurement or CTAs' re-procurement of the Project.

11.3. Compliance with FOIA

11.3.1. General FOIA Requirements

- a. CTA is subject to the requirements of FOIA, which enables the public to request and obtain records from CTA. FOIA requires, upon request, the public disclosure of any non-exempt information in Proposals, Pre-Proposal Submissions, contracts, invoices, or payment records (among other records). See Section 7 and 7.5 of FOIA, 5 ILCS140/7 and 7.5, for the available FOIA exemptions. If a Proposer has any questions regarding the FOIA process at CTA, that Proposer should contact CTA's Freedom of Information Officer at (312) 681-2809 or via e-mail at FOIA@transitchicago.com.

- b. Please note the Proposals and RFP Comments become the property of CTA when submitted and cannot be returned. All Proposals and RFP Comments and any subsequent contract (including any later amendments thereto) may be subject to public disclosure under FOIA upon request after the successful Proposer and CTA have executed a written contract.
- c. All Proposers should thoroughly familiarize themselves with FOIA and all other potentially applicable regulations and statutes related to confidentiality and public disclosure.

11.3.2. Proprietary, Privileged and Confidential Information

- a. FOIA provides for certain exceptions where information, materials, or data provided to a municipal corporation may not be produced in response to an open records request. CTA will not advise a submitting party as to the nature or content of information or documents entitled to protection as FOIA Exempt Materials or under other applicable laws or as to the interpretation of FOIA. CTA reserves the right to disagree with a Proposer's assessment regarding the confidentiality, privileged, or proprietary nature of FOIA Exempt Materials in the interest of complying with FOIA or any other applicable law.
- b. To the extent that a Proposer provides records or materials to CTA that contain information exempt from public disclosure under FOIA, such as proprietary trade secrets or confidential commercial or financial information (see Section 7(1)(g) of FOIA, 5 ILCS 140/7(1)(g)), that Proposer must clearly identify and mark such information in the records in accordance with this Section 11.3.2. Any records or materials submitted to CTA in connection with this procurement that are not clearly marked and identified as containing proprietary, privileged, or confidential information, including without limitation the Public Disclosure Proposals, may be released by CTA with no further notice to the Proposer.
- c. The Proposer is solely responsible for the marking and identification of Proposer's proprietary, privileged, or confidential information within a Proposal before it is submitted to CTA. For purposes of this Section 11.3.2, all information provided by a Proposer in a Proposal, RFP Comment, or other document, is considered by CTA to be the Proposer's information, even if the information relates to one or

more of the Proposer's proposed subcontractors. The Proposer is solely responsible for marking and identifying any proprietary, privileged, or confidential information of the Proposer's subcontractors contained in a Proposal, RFP Comment, or other document before submission to CTA. Proposer agrees to indemnify, defend, and hold harmless CTA for any damages, costs, liabilities, and fees (including attorney's fees) that result from the public disclosure by CTA of information in a Proposal, RFP Comment, or other document that is not marked and identified by the Proposer as proprietary, privileged, or confidential at the time that the Proposer submits its Proposal, RFP Comment, or other document to CTA.

- d. In order to clearly mark and identify a record or portion of any record submitted to CTA in connection with this procurement that contains any Proposer proprietary, privileged, or confidential information, the Proposer must complete all of the following steps:
 - i. The Proposer must mark the title pages of each Proposal, RFP Comment or other document containing such information as follows: "This [*insert title or description*] includes proprietary, privileged, or confidential information that may not be disclosed outside CTA and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The pages that contain information subject to this restriction are [*insert page numbers or other identification*]." For purposes of this provision, the "CTA" will include any Consultants assisting CTA with respect to CTA's evaluation of the Proposals and Comments submitted in connection with this procurement.
 - ii. The Proposer must also mark each page or portion of a page containing proprietary, privileged, or confidential information, as specifically as possible, with the following legend: "[Proprietary] or [Privileged] or [Confidential] Information: This page or the portion of the page indicated contains proprietary, privileged, or confidential information."
- e. CTA will not honor any request to redact information from records that does not meet the requirements of FOIA including, for example, a request that CTA redact the entire contents of a Proposal or any Volume thereof including the Pricing Proposal. Excessive or indiscriminate marking of information as proprietary,

privileged, or confidential will be grounds for CTA to deem no information as being exempt from public disclosure under FOIA and disclosing all contents of a Proposal, RFP Comment, or other document.

11.3.3. Response to FOIA Requests

- a. In the event that a FOIA request is made for records that contain information that a Proposer has properly identified and marked as “proprietary,” “privileged,” or “confidential” in accordance with Section 11.3.2, CTA will notify the Proposer of the request and will allow the Proposer an opportunity to review the records requested under FOIA so that the Proposer can confirm that all marked and identified proprietary, privileged, or confidential information has been removed. Before allowing information that the Proposer has identified and marked as “proprietary,” “privileged,” or “confidential” to be redacted from a Proposal (or other record), CTA may require the Proposer to provide CTA with additional information regarding the materials marked and identified for redaction. CTA will not allow the redaction of any information that does not meet the statutory FOIA exemptions.
- b. Once the Proposer has reviewed a particular record and has confirmed that all proprietary, privileged and confidential information has been removed, CTA will provide the Proposer with a redacted copy of the record that will be publicly disclosed by CTA in connection with any pending or future FOIA requests and CTA will provide no further notice to the Proposer when that particular record is requested or publicly disclosed pursuant to a FOIA request. This redacted copy of the record may also be published in whole or in part on CTA’s website or in any other format by CTA without further notice to the Proposer.
- c. The Proposer may also be required to provide CTA with additional information regarding information redacted from records if any proceeding arises that requires CTA to defend the non-disclosure of the information that Proposer has marked and identified as “proprietary,” “privileged,” or “confidential.”
- d. If a Proposer enters into the Contract in connection with this procurement, “public records” as defined in Section 2 of FOIA that are in the Proposer’s possession or control as a result of the Contract may be requested under FOIA and the non-exempt portions of those records may be subject to public disclosure under FOIA.

See 5 ILCS 140/2 and 7(2). Subject to the terms of the Contract with respect to the Preferred Proposer, CTA will notify the Proposer of any FOIA request that will require the Proposer to review and compile records in its possession or control.

- e. Upon receiving notice from CTA that a FOIA request has been made for a record provided to CTA or in the Proposer's possession or control, the Proposer must produce and/or complete the review of all records requested pursuant to FOIA within 2 Business Days or other time frame indicated in CTA's notice to the Proposer. See 5 ILCS 140/3(d) and 3.1 for the statutory deadlines applicable to non-commercial and commercial FOIA requests. If the Proposer will require additional time to produce and/or review the records being requested, the Proposer must notify CTA immediately and provide CTA an explanation for the delay and the date when CTA can anticipate the records or the completion of the Proposer's review.
- f. If the Proposer fails to timely comply with any request by CTA to produce or review records necessary for CTA's compliance with FOIA and the Proposer's non-compliance results in any adverse consequences to CTA, including, but not limited to, fines or penalties being imposed on CTA, the Proposer's non-compliance will be an event of default on the underlying contract, if any, and will further be deemed a loss covered by any such underlying contract's indemnification provisions.

11.3.4. Public Disclosure Proposal

- a. The preparation and submission of the Public Disclosure Proposals pursuant to this Section 11.3.4 is intended as convenience only to facilitate the Proposers' and CTA's compliance with Sections 11.3.2 and 11.3.3.
- b. No later than the Public Disclosure Proposal Deadline, each Proposer must deliver one (1) digital copy its Public Disclosure Proposal electronically through the Procurement Website. The copy must:
 - i. be in the same digital format as is required for the Proposal, consolidated, as a (searchable) .pdf or .pdfs of the complete Public Disclosure Proposal including with respect to such parts of the Proposal that were initially submitted in other digital formats.
 - ii. include a completed FOIA Exempt Materials Index;

- iii. be prepared in compliance with Section 11.3.2; and
- iv. be accompanied by the following written certification from the Proposer's Designated Representative:

"In connection with the Instructions to Proposers to Design and Build the Red Line Extension – Mainline Design Build (RLE-MLDB) dated [date] (the "ITP") issued by CTA in relation to the RLE-MLDB Project (as defined therein), under penalty of perjury I hereby certify on behalf of [Proposer] (the "Proposer") that the enclosed digital and physical copies of Proposer's Public Disclosure Proposal (as defined in the ITP) have been prepared in compliance with Sections 11.3.2 and 11.3.4 of the ITP, and I further acknowledge that CTA is relying on my certification to this effect."

- c. If a Proposer does not comply with this Section 11.3.4 and, as applicable Section 11.3.2, such non-compliance may, in the Discretion of CTA, either (i) be treated as non-compliance for purposes of the Proposal evaluations, unless no later than 5 Business Days after the applicable Public Disclosure Proposal Deadline such Proposer authorizes CTA in writing to release its entire Proposal, or (ii) be deemed an authorization by such Proposer that its entire Proposal may be publicly released and that it contains no proprietary, privileged, or confidential information for purposes of this Section 11.3.
- d. In all cases, CTA may review each of the Public Disclosure Proposals to determine whether it agrees that the redactions accurately reflect information, materials, and data that constitute or do not constitute FOIA Exempt Material or otherwise complies with this Section 11.3, provided that the results of such review must not constitute a definitive determination that the information, materials, or data (and, consequently, the designations in the FOIA Exempt Materials Index) constitutes FOIA Exempt Material.

12. MODIFICATIONS TO RFP AND CTA RESERVED RIGHTS

12.1. Modifications to RFP

- a. Without limiting the exercise by CTA of any of the Reserved Rights, CTA may issue Addenda modifying the RFP.

- b. Notwithstanding any election by CTA to communicate the publication of any such Addenda to Proposers through other means, the sole official notice of issuance of any such Addenda will be by the posting of such Addenda on the Procurement Website. Proposers are solely responsible for monitoring the Procurement Website to ensure that they have received any and all such Addenda.
- c. CTA will not be bound by any (i) oral communications or (ii) written communications, interpretations, or clarifications, which written communications do not otherwise constitute an Addendum.
- d. A Proposer's submission of a Proposal must be deemed to constitute an acknowledgement of notice of receipt of all Addenda issued on or prior to the date of submission of such Proposal.

12.2. Reservation of Rights

In connection with the procurement process described in this ITP, CTA reserves to itself any and all of the rights set out in this Section 12.2 and any other rights available to it under applicable law and/or regulations (any of which rights must be exercisable by CTA in its Discretion, with or without cause and with or without notice). The rights referred to in the preceding sentence include the right to:

- a. modify and/or delay the procurement process described in this ITP or any dates set or projected in this ITP (including, if applicable, as previously modified in accordance with this Section 12.2) to address:
 - i. applicable law;
 - ii. the best interests of CTA;
 - iii. changes that arise, directly or indirectly, from the NEPA process; and/or
 - iv. any concerns, conditions, or requirements of FTA, US DOT, or any other federal department or agency;
- b. in reviewing and/or evaluating any Proposal:
 - i. appoint evaluation committees to review Proposals and seek the assistance of outside technical, financial, legal, and other experts and consultants;

- ii. waive deficiencies, mistakes, clerical errors, formatting or typographical errors or non-conformities, or any other irregularities, omissions, non-conformities or discrepancies in such Proposal, accept and review such Proposal even if CTA could otherwise have determined that such Proposal was non-compliant pursuant to Section 9.2.2.b, or permit clarifications or additional information to be submitted with respect to such Proposal;
 - iii. make independent calculations with respect to numbers and calculations submitted in such Proposal for purposes of their evaluation;
 - iv. require confirmation of information submitted by the relevant Proposer or require additional information from such Proposer concerning its Proposal;
 - v. seek or obtain data from any source that has the potential to improve CTA's understanding and evaluation of such Proposal;
 - vi. conduct a "best and final offer" process following receipt of such Proposal; and/or
 - vii. if only one Proposal is received or CTA only identifies one Proposer as an Eligible Proposer, then take such steps as appear to be appropriate to it under the circumstances, including:
 - A. modifying any provision of the RFP;
 - B. seeking additional or updated Proposals, information or clarifications from other Proposers; or
 - C. terminating the procurement process described in this ITP;
- c. in otherwise conducting the procurement process described in this ITP:
- i. refuse to consider or reject any and all submittals, responses and Proposals received at any time;
 - ii. not select any Proposer as an Eligible Proposer or as a Preferred Proposer;
 - iii. add as a Proposer any prospective Proposer that submitted a Proposal in order to replace a previously selected short-listed Proposer that withdraws or is disqualified from participation in the procurement process described in this ITP;

- iv. engage in negotiations with the Recommended Proposer or with any other Proposer;
 - v. negotiate with a Proposer without being bound by any provision in the RFP or its Proposal; and/or
 - vi. disqualify any Proposer from the procurement process for violating any rules or requirements of the procurement process specified in (A) this ITP, (B) any other communication from CTA or (C) applicable law;
- d. procure and develop the Project, including any portion thereof, in any manner that it deems necessary, including the right to:
- i. modify the scope, structure, schedule and/or specific terms of, or cancel the procurement process described in this ITP in whole or in part at any time prior to the execution by CTA of a Contract, without incurring any cost obligations or liabilities, except to the extent expressly provided for in any executed Stipend Agreement;
 - ii. issue Addenda, supplements, and modifications;
 - iii. issue a new request for qualifications, instructions to proposers, or request for proposals after cancellation of the procurement process described in this ITP;
 - iv. elect not to commence or continue negotiations with the then Recommended Proposer, or any other Proposer, and/or suspend or terminate at any time; and/or
 - v. conduct One-on-One Meetings and other meetings at such times, according to such rules of conduct, and with such attendees, as CTA may determine are appropriate in its Discretion;
- e. if CTA is unable to negotiate a Contract to its satisfaction with the Recommended Proposer or any other Proposer, or the Proposals received are otherwise not acceptable to CTA, CTA is in its Discretion to:
- i. negotiate with another Proposer;
 - ii. seek amended, revised, or supplemented Proposals from any or all Proposers;

- iii. cancel the procurement process described in this ITP;
- iv. pursue the development of the Project through a procurement or contracting approach not expressly anticipated by the RFP; and/or
- v. exercise such other rights under State law as they deem appropriate;
- f. exercise any other right available to CTA under this ITP under applicable laws and/or regulations; and/or
- g. exercise its Discretion in relation to the matters that are the subject of the RFP as they consider necessary or expedient in the light of all circumstances prevailing at the time which CTA considers to be relevant.

12.3. No Commitment

This RFP does not commit or bind CTA to enter into a Contract or proceed with the procurement process described in this ITP. CTA does not assume any obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to the RFP and all such costs must be borne solely by each Proposer, except to the extent provided for in an executed Stipend Agreement.

12.4. No Binding Effect or Obligation

In no event will CTA be bound by, or liable for, any obligations with respect to the Project or any portion thereof, except to the extent provided for in an executed Stipend Agreement, until such time (if at all) as a Contract (in form and substance satisfactory to CTA) has been executed and authorized by CTA and then, only to the extent set out in the Contract.

12.5. Disqualification for Non-compliance

Any violation by any Proposer or associated Person of, or failure to comply with, this ITP may, in CTA's Discretion, result in the relevant (a) Proposer, (b) Person, and/or (c) Proposer with which such Person is affiliated being disqualified from further participation in the procurement process described in this ITP or the Project.

PART E: PROPOSAL SUBMISSION REQUIREMENTS

13. PROCEDURAL INSTRUCTIONS

13.1. General Requirements and Format

- a. Each Proposer must provide one (1) signed Proposal package through the Procurement Website on or before the Proposal Deadline set out in Section 5. The Proposal will be packaged with a Proposal Letter (Form A), and three separate volumes:
 - i. Volume 1 – Administrative Submissions;
 - ii. Volume 2 – Financial Submissions; and
 - iii. Volume 3 – Technical Submissions.
- b. Each Proposer is required to assemble its Proposal in the order set out in the table in Section 15.
- c. General:
 - i. Proposers should provide brief, concise information that addresses the objectives and the requirements of the Project consistent with the overall Project goals and objectives in Section 3, and the evaluation factors described in Section 9.
 - ii. The overall rating of the Proposal, as described in Section 9.2.5, will reflect how well the Proposal responds to the requirements and meets or exceeds the objectives for each of the evaluation factors identified.
- d. Format:
 - i. Individual page limits have been established for certain written portions of the Proposal, but there is no overall page limit on the Proposal package.
 - ii. Proposers are encouraged to be succinct, to the extent possible. Submission of less than the maximum permitted number of pages for relevant sections of a Proposal will not be negatively evaluated based on size.

- iii. Text for materials prepared specifically for inclusion in the Proposal (e.g. excluding previously prepared financial statements) must be in Arial font, a minimum of ten points (10pt) in height, single-spaced, on 8.5" by 11" page layouts, except charts, exhibits, and other illustrative and graphical information, which may be submitted on 11" x 17" page layouts, with simple lettered/numbered dividers between each section/subsection. Each page will be numbered in each section or appendix consecutively (i.e., 1-1, 1-2; 2-1, 2-2; 3-1, 3-2; A-1, A-2; etc.). Center page numbers at the bottom of each page.
 - iv. Proposers will ensure that each individual section and each individual Form are clearly labeled and identified with, as a minimum, the name of the Proposer and the title "The Red Line Extension Mainline Design Build (RLE-MLDB) Project Proposal Technical Submittal" and the requisition number (C22FT102829986).
- e. Forms:
- i. Required forms for the Proposal are contained in Part G of this ITP. Failure to provide any such required content may result in a "failure" for purposes of the initial pass/fail review of a Proposal for responsiveness to the ITP pursuant to Section 9.2.3.
 - ii. Text in any Annexes or Forms should retain the format of the template provided by CTA. Instruction boxes can be deleted unless expressly provided otherwise. Proposers may insert page breaks in Annexes or Forms for presentation purposes, provided that such page breaks do not result in any completed Annex or Form exceeding any applicable page limit. Modification to required forms (other than modifications made in accordance with such forms' instructions or as reasonably necessary to prepare an otherwise compliant Proposal) may result in a Proposal being declared non-responsive.

13.2. Contents

13.2.1. Units of Measure and Language

Proposals must be submitted exclusively in the English language, use United States customary units of measure, and specify monetary amounts in United States dollar denominations. However, additional references may be made to the International System of Units (where clearly labeled as such) and to monetary amounts in a different base currency provided that any such monetary amounts are also specified in United States dollars at an appropriate rate of conversion specified in the Proposal.

13.2.2. References to Time Periods

Any reference in the Proposal Submission Requirements or in any Annex or Form to a prior time period (e.g., the past 10 years, the past 12 months, *etc.*) is, unless the context requires otherwise or otherwise specified, to such period ending on the Proposal Deadline.

13.2.3. Placeholders

If a Proposer does not include information or materials in its Proposal that are described as required only if certain circumstances apply (and such circumstances do not apply) under any of the Proposal Submission Requirements, then to facilitate review for compliance pursuant to Section 9.2.2.b such Proposer is required to include in the relevant section in its Proposal a statement to the following effect: “Section[s] [] of the Proposal Submission Requirements do[es] not apply [with respect to []] because [*Proposer to insert brief explanation*].”

13.2.4. Additional Materials

- a. Proposers must not electively include in Proposals any information or materials in addition to the information and materials specifically requested in this ITP and, to the extent that any such information or materials are included, CTA will be entitled to disregard and not evaluate such information and materials.
- b. CTA expects that Proposals will be developed to address the Project-specific Proposal Submission Requirements. Accordingly, standard corporate brochures, awards, licenses, and marketing materials should not be included in a Proposal, although reference can be made to licenses where relevant.

13.3. Signatures

- a. Any document included in the original Proposal that is required to be submitted in accordance with Section E:13.3.b must include scanned or digital ink signatures.
- b. All signed documents contained in a Proposal may be executed in one or more counterparts.

13.4. Proposal Submissions by or in Relation to Joint Ventures

To the extent that any element of a Proposal is made with respect to a Joint Venture, or a newly formed or special purpose entity, then all members or partners will collectively be considered to provide it on a joint and several basis and therefore any information that is required to be submitted pursuant to this ITP in a Proposal by or in relation to such Joint Venture, or newly formed or special purpose entity, must be submitted by or in relation to each member or partner unless otherwise expressly permitted.

14. SUBSTANTIVE INSTRUCTIONS

14.1. Volume 1 Instructions

“Volume 1” of the Proposal must contain all of the “Administrative Submissions” for the Proposal required to be submitted in accordance with Section 15, in each case prepared in accordance with Section 13 and each other applicable requirement of this ITP.

14.2. Volume 2 Instructions

“Volume 2” of the Proposal must contain all of the “Financial Submissions” for the Proposal required to be submitted in accordance with Section 15, in each case prepared in accordance with Section 13 and each other applicable requirement of this ITP, including those set out in this Section 14.2.

14.2.1. Pricing Proposal and Tax

Federal Excise Tax does not apply to materials purchased by CTA by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers’ Occupational Tax do not apply to materials or services purchased by CTA by virtue of Chapter 70 Illinois Compiled Statutes Section 3605/33, as amended. These taxes must not be included in any of the prices quoted in the Proposal. Illinois Tax Exemption Identification number for CTA is E9978-2987-07.

14.2.2. Pricing Proposal Format

The Pricing Proposal must be prepared in Microsoft® Excel format using the template Excel files provided by CTA.

14.2.3. Material Changes in Financial Condition

Any information regarding material changes in financial condition of any entity submitted in accordance with the “Volume 2” requirements of the Proposal Submission Requirements must include:

- a. in relation to any such material change, a statement describing:⁴
 - i. such change;
 - ii. actual and anticipated changes or disruptions in executive management relating to such change;
 - iii. the likelihood that such change will continue during the proposed period of Project design and construction;
 - iv. the projected full extent, nature, and impact, positive and negative, of such change experienced and anticipated to be experienced in the proposed period of Project design and construction; and
 - v. how such change is anticipated to affect the organizational and financial capacity and ability of the relevant entity to remain engaged in the procurement process described in this ITP and to ultimately participate in the Project as anticipated by the relevant Proposal,

provided that the inclusion of such statement will not be required if the relevant entity is a publicly traded company and the making of such statement would be in violation of applicable securities law; provided, however, that Proposers will be required to provide updated information promptly after relevant information becomes public (including if it becomes public after the Proposal Deadline);
- b. to the extent not otherwise provided, estimates of the impact on revenues, expenses, and the change in equity availability, separately for each material

⁴ References to the notes in the financial statements will not be sufficient to fulfill this requirement to discuss the impact of material changes.

change, as certified by the chief executive officer, chief financial officer, or treasurer (or equivalent) (if such individual is not also a signatory for the relevant entity of the relevant Proposal Letter); and

- c. if a material change will have a negative financial impact, an explanation of measures that have been taken, are currently in progress, or would be reasonably anticipated to be taken to insulate the Project from any such material change.

14.2.4. Guaranty

Without limiting CTA's rights under this ITP to approve any form of Guaranty prior to execution, any proposed form of Guaranty included in Volume 2 must, at a minimum:

- a. provide for an absolute, unconditional, and irrevocable guaranty of the full and prompt payment and performance (and not collection) when due of all the Contractor's obligations and liabilities under or in respect of the Contract (or of such lesser portions of such obligations and liabilities as proposed in such Proposer's statement of qualifications submitted in response to the RFQ);
- b. be provided by the Guarantor as primary obligor and not merely as surety;
- c. provide that the obligations of the Guarantor are independent of the guaranteed obligations and liabilities;
- d. include a complete and customary waiver of defenses that the Guarantor may otherwise have against its obligations;
- e. include a customary waiver of any right to subrogation, contribution, indemnification, or reimbursement until all guaranteed obligations and liabilities are indefeasibly paid, performed, and completed in full;
- f. continue to be effective or be reinstated, as the case may be, if at any time, payment, or any part thereof, of any guaranteed obligation is rescinded or must otherwise be restored or returned for any reason;
- g. contain customary representations and warranties, including with respect to organization, power, authority, and execution, and as to the legal, valid, and binding nature of the Guarantor's obligations; and
- h. be governed by State law and provide for the jurisdiction of State courts.

14.3. Volume 3 Instructions

“Volume 3” of the Proposal must contain all of the submissions identified as the Technical Proposal required to be submitted in accordance with Section 15, in each case prepared in accordance with Section 13 and each other applicable requirement of this ITP, including those set out in this Section 14.3.

14.3.1. Technical Proposal

- a. CTA expects that the Technical Proposal will include specific and detailed plans, approaches, and commitments specifically tailored to the Proposer’s plans for the Project.
- b. The Technical Proposal to be submitted as Volume 3:
 - i. must be in prose form (preceded by a table of contents and accompanied, as appropriate or required, by information in other formats, including the Proposal Appendices);
 - ii. must be comprised of:
 - A. an Executive Summary, in accordance with Section 14.3.2;
 - B. the Proposal Parts required to be included therein pursuant to Sections 14.3.3 to 14.3.8 and Section 15 as separately labeled and numbered subsections (in the order presented in the relevant Section, and with the contents also presented under the headings and in the order presented in the relevant Section); and
 - C. the Proposal Appendices, required to be included therein pursuant to Section 14.3.9 and Section 15, as separately labeled and numbered subsections (in the order specified).
- c. Proposal Parts and Proposal Appendices submitted for any Section may be reviewed by reviewers for any and all evaluation criteria if deemed necessary or useful by CTA.
- d. The Proposal Parts are intended to highlight key areas for evaluation from the Proposer’s overall project management system, portions of which are presented in draft or preliminary form in the Proposal Appendices. The Proposal Parts should

expressly reference the applicable sections of the plans included as part of the Proposal Appendices where applicable.

14.3.2. Executive Summary

- a. The purpose of the “Executive Summary” is to provide CTA with a comprehensive overview of the Proposer’s Technical Proposal. The Executive Summary must be comprised of the following sections:
 - i. an overview describing the Proposer’s approach to integrating the requirements of the Contract for project management, design, construction, team and personnel experience, community-related construction impacts, and diversity and workforce development (each as further set out below); and
 - ii. an overview describing how the Proposer’s team experience on large design-build projects will be utilized in producing quality Work that will enable the Contractor to address each of the areas comprising the Technical Proposal, with reference to any particular, differentiating features in the Proposal.
- b. The Executive Summary should avoid summarizing the approaches and plans described in the other sections of or otherwise attached to the Proposal. Instead, it should describe how the Proposal fits together into a cohesive, balanced, and integrated system and approach to completing the Project.

14.3.3. Proposal Part 1: Project Management

The purpose of Proposal Part 1 is to explain the Proposer’s approach to Project management, including its Design-Build Management System (DBMS). Such Proposal Part 1 must demonstrate how the Proposer intends to comply with the relevant requirements set out in Part 2 of the Contract, identify characteristics of such approach and strategy that exceed relevant requirements set out in the Contract, and be reflected in and be consistent with the draft Project Management Plan submitted as Proposal Appendix 3.A and other relevant plans identified in Section 15.

Proposal Part 1 must comprise the following sections:

- a. Management and Organization

- i. A description of the Proposer's overall management philosophy, approach (including both administrative and Work related project management components and processes) and its strategy for designing and constructing the Project and complying with the requirements of the Contract;
 - ii. a summary of the organizational chart required in Proposal Appendix 3.E including identification of all Key Personnel and the Proposer's management structure(s), including reporting lines for design, construction, and quality management activities. Proposers must also include resumes for all positions identified with named individuals in the Proposal Appendix 3.E Organizational Chart;
 - iii. a description of the Proposer's plan and overall ability to provide the experienced personnel, equipment, and facilities required to successfully complete all aspects of the Project;
 - iv. a description of the Proposer's approach to partnering with CTA that includes Project stakeholder coordination and collaboration as it relates to design, construction, and community relations in particular;
 - v. a description of the Proposer's approach to managing the design, procurement, construction, and commissioning throughout the Project; and
 - vi. a description of the Proposer's process for mitigating and reconciling inconsistent design and construction priorities and solutions during design and construction, including a description of the Proposer's relevant Team Members, responsibilities, and authority for decision making.
- b. Proposal Schedule
- i. A description of the Proposer's plan and management approach for schedule and cost control on the Project, including at least the following:
 - A. a summary of the Proposal Schedule and proposed Milestones;
 - B. a description of the proposed approach for preparing, controlling and updating the Preliminary Schedule, Baseline Schedule and Schedules in each case in accordance with Part 2 of the Contract,

- and for calculating progress performance on a monthly basis and preparing monthly payment draw requests;
- C. a description of how the Proposer will manage requirements of the Project for having to report costs by FTA standard cost category (SCC) codes, and
 - D. a description of how the Proposer will approach re-scheduling of its work to achieve schedule recovery objectives and how these objectives will be enforced with its work force and Subcontractors.
- ii. A Proposal Schedule submitted as Proposal Appendix 3.D must be in the form of a Gantt chart (with digital versions in .pdf and P6 .xer) and consist of a logic-based, critical path method (CPM) project schedule in Oracle Primavera® P6 format, and must be prepared in accordance with Sub Part 2.1.6 of Part 2 of the Contract. The critical path must be based on the longest path method. The Proposal Schedule should cover the Work to be performed from the execution of the Contract through design and construction up to and including Final Completion and Project Closeout. The Proposal Schedule must:
- A. include a schedule containing all major Work activities, Proposed Milestone Deadlines, and Milestones for Project design and construction;⁵
 - B. include a description of the proposed overall plan to accomplish the Work including the overall sequencing, a description and explanation of the critical path, work hours/shifts per week, and other key assumptions on which the Proposal Schedule is based, including the number of Weather Days built in and other included non-work Days;
 - C. include the total number of man-hours built into the schedule including the following:

⁵ It is anticipated that the level of detail of the Proposal Schedule will include approximately 1,000 or more schedule activities.

- (1) total craft trade worker hours, and
 - (2) design and management hours;
 - D. not be required to be resource loaded (the total number of man-hours in Section 14.3.3.b.ii.C do not need to be distributed per schedule item);
 - E. not be required to have activities coded with FTA Standard Cost Categories or TIF category; and
 - F. be consistent with the Proposed Milestone Deadlines set out in Form G-2.
- c. Schedule Management Approach
- i. A description of the Proposer's approach to managing resources and activities, both its own and of its Subcontractors, in order to achieve each Proposed Milestone Deadline in accordance with the Proposal Schedule;
 - ii. a description of the Proposer's approach to ensure timely deliveries of materials to adhere to the Proposal Schedule including information with respect to anticipated procurement and fabrication times; and
 - iii. a description of the Proposer's overall approach to effectively managing the scheduling interface, liaison, and coordination:
 - A. among Contractor and Subcontractors of every tier including suppliers;
 - B. among design, quality management, construction and CTA operations and maintenance work streams;
 - C. among Contractor and CTA, including to ensure compliance with, and to reflect timeframes contemplated by, Part 2 of the Contract; and
 - D. among all third parties and related construction projects, including the shop and yard interface contemplated in Section 4.3.d, and;
 - E. among the Contractor resources identified as part of its organization, and other stakeholders and agencies (including the

City of Chicago and Utility Owners), including in relation to the timely obtaining of Permits;

- iv. a description the Proposer's process for Construction Process Plan approval to demonstrate how Work will be coordinated with and communicated to CTA as required to start and complete Work on schedule;
 - v. a description of the Proposer's training program, as described in Sub Part 2.13.8 of Part 2 of the Contract, required for Project Element Substantial Completion and Substantial Completion as required to maintain the Proposal Schedule, including a description of the Proposer's Team Members responsibilities with respect to conducting such training;
 - vi. a description of the Proposer's mitigation plan to manage permitting for Project scope with varying permitting requirements and potential delays to maintain the Proposal Schedule, including a description of the Proposer's Team Members and responsibilities; and
 - vii. a description of the Proposer's approach to conforming its Proposal Schedule to an approved Baseline Schedule to the extent CTA requires modification of the Proposal Schedule pursuant to Sub Part 2.1.6 of Part 2 of the Contract prior to adoption of a Baseline Schedule.
- d. Quality Management
- i. The purpose of this section will be to explain the Proposer's approach to quality in respect of all activities necessary to complete the Project. CTA intends this Section to:
 - A. demonstrate how the Proposer intends to comply with the relevant requirements set out in Part 2 of the Contract;
 - B. identify characteristics of such approach that exceed relevant requirements set out in the Contract; and
 - C. provide submission of an approach to the Quality Management System in the form of a narrative (with a maximum length of 4 pages) describing how the Proposer intends to develop the Quality

Management System and what the Proposer views as the important aspects of such system.

- ii. This section must include:
 - A. a summary of the organizational chart required in Proposal Appendix 3.E including illustration of Key Personnel and staff responsible for, or involved in, quality management activities in respect of all activities and phases of the Project;
 - B. a description of the roles and responsibilities of Key Personnel and staff during each phase of the Project to ensure expectations with regard to quality are met throughout the Project; said description will address:
 - (1) points of interface among members of the Proposer's team including Contractor and Subcontractors of every tier;
 - (2) relative authority within the Proposer's organization; and
 - (3) lines of authority for stopping Work;
 - C. a description of how Key Personnel and relevant staff will interface with CTA as both a matter of routine and to discuss and resolve issues pertaining to quality;
 - D. a description of the communication plan the Proposer intends the Contractor to use in order to ensure all members of the Proposer's team, including Subcontractors of every tier, are aware of or have access to necessary information;
 - E. a description of general staffing levels during each major phase of the Project which ensure adequate resources are available to complete all quality related activities and meet or exceed CTA's expectations;
 - F. a description of the Proposer's approach to quality assurance;
 - G. a description of the Proposer's approach to quality control;

- H. a description of how the Proposer intends to monitor and continually improve the quality program; and
 - I. a detailed description of quality control and quality assurance measures for the construction of aerial structures.
- e. Safety and Security

This section must include:

- i. in regard to the Proposer's general approach to safety, a description of the Proposer's approach to safety in performing the Work;
- ii. submission of an approach to the System Safety and Security Plan in the form of a narrative (with a maximum length of 4 pages) describing how the Proposer intends to develop the System Safety and Security Plan and what the Proposer views as the important aspects of such plan; and
- iii. in regard to the Proposer's approach to safety and security certifications:
 - A. a description of the Proposer's approach to managing the safety and security certification process in order to meet the relevant requirements of Part 2 and of how such approach will be incorporated into the Contractor's Safety and Security Certification Plan;
 - B. a description of how Proposer plans to staff the safety and security certification process, including the roles of Key Personnel and staff, and anticipated interaction with staff responsible for quality and testing, inspection and commissioning; and
 - C. a description of how processes associated with the Quality Management System and Testing, Inspection, and Commissioning Plan are intended to be integrated with processes within the Contractor's Safety and Security Certification Plan.

14.3.4. Proposal Part 2: Design

Proposal Part 2 will explain the Proposer's design approach for the Project, consistent with and reflected in the draft Design Management Plan submitted as Proposal Appendix 3.B, for Work to be provided as part of the Pricing Proposal. Proposal Part 2 must include:

- a. a description of key features differentiating and improving upon the Base Case made available to the Proposers and a summary description of any innovative design concepts or significant deviations from the Base Case (including a summary description of any relevant material ATCs incorporated in the Proposer's Proposal);
- b. a description of the proposed aerial and at grade track structure design including, but not limited to, materials, impact on construction staging, construction phasing, construction means and methods, and transit operations, while highlighting how the track structure design interacts with drainage, street level experience, trackwork and materials, sound mitigation, ancillary structures, and cable management;
- c. a description of the Proposer's approach to station design including, but not limited to, passenger flow, accessibility, aesthetics and customer experience, safety and security, and materials;
- d. a description of any design features that may promote or facilitate maintenance activity, efficiency, safety, cost, or other benefits (any and all of which benefits should be specified);
- e. a description of how the design approach supports innovation, including quality, risk mitigation, sustainability, and reliability in the guideway, trackwork, systems, stations, bridges, and structures, and in particular the design narrative will describe the life cycle of how constructed elements of the Project will be supported;
- f. a description of the Proposer's approach to design innovation;
- g. a description of the Proposer's approach to resiliency and sustainable design;
- h. a description of the Proposer's approach to minimizing risk through design;
- i. a description of the process for interface between Proposer's design and construction teams for the preparation of design documents, including a

description of the how design documents are reviewed and validated for constructability, operability, maintainability, and how construction costs are verified;

- j. a description of the Proposer's process for incorporating and/or resolving design comments from CTA;
- k. a description of the Proposer's approach to managing third party interfaces, including utility services, relocation, and protection measures, and coordination with Railroads and related CTA construction projects during design;
- l. confirmation that accepted ATCs can be integrated into the Project with only those changes described in the ATC proposal;
- m. reference to and description of the design drawings⁶ showing the vertical profile of the alignment, submitted as Proposal Appendix 3.I, provided that, if the profile does not differ from the Base Case profile, include a page in Proposal Appendix 3.I stating that the Base Case profile will be utilized; and
- n. reference to the draft Design Management Plan submitted as Proposal Appendix 3.B and how this Plan facilitates the described design approach.

14.3.5. Proposal Part 3: Construction

Proposal Part 3 will explain the Proposer's approach to construction of the Project and must include:

- a. a description of the Proposer's approach to construction management, consistent with and reflected in the draft Construction Management Plan submitted as Proposal Appendix 3.C, including a description:
 - i. that identifies the characteristics of the Proposer's approach, and specifically identifies solutions, that in either case exceed relevant requirements set out in the Contract;
 - A. of the Proposer's approach to innovation;

⁶ CTA will review the design drawings as a complement to the Proposer's design approach. Advancing the design drawings to a more advanced and detailed level beyond that required to demonstrate the above criteria will not, in and of itself, be evaluated more favorably than less detailed drawings which adequately demonstrate the particular element of the design approach.

- B. of the proposed schedule as it relates to construction activities and their relationship to track access occurrences, special events, milestones, street and alley closures, and other relevant construction items that impact CTA service, CTA riders, or the community, consistent with and as further described in the Proposal Schedule submitted as Proposal Appendix 3.D;
 - C. of the Proposer's approach to mitigating risk during construction;
 - D. of the Proposer's approach to managing third-party interfaces, including utility services, relocation, and protection measures, and coordination with Railroads and related CTA construction projects during the construction phase;
 - E. of the Proposer's procurement strategy;
 - F. of the Proposer's process for utilizing Construction Process Plans to communicate with CTA and the Proposer's construction team and to implement the Work, including a description of the Proposer's Team Members and responsibilities; and
- b. a description of the Proposer's approach to mitigating impacts on CTA operations during construction, including a description of the Proposer's approach to eliminating and mitigating negative impacts on CTA operations; and
 - c. a description of the Proposer's approach to construction environmental management, including a description:
 - i. of the Proposer's approach to environmental management to be used to meet or exceed the environmental commitments made in the final EIS and ROD, as applied to the Project, consistent with the requirements set out in Part 3 of the Contract, which must include a description of the management approach and processes that will be used to manage Hazardous Materials, including in the subsurface and in groundwater and with respect to any Unforeseen Environmental Impairment wherever on the Project site such may be located; and
 - ii. of the Proposer's approach to sustainable practices (to the extent not otherwise addressed in the Technical Proposal);

- d. a description of the Proposer's approach to testing, inspection, and commissioning, including the use of independent testing laboratories and agencies.

14.3.6. Proposal Part 4: Team and Personnel Experience

Proposal Part 4 must include a description of Team Members and Key Personnel current at the time of the Proposal submittal, including identification of any previously approved changes to Key Personnel and/or Approved Organizational Changes, including:

- a. a description of the Proposer's overall project management organization, identifying participating entities and organizations, including the following:
 - i. an overall corporate organization chart identifying each Principal Participant, and including for each entity, identification of interim and ultimate parent companies (up to at least the level of Guarantors, where relevant);
 - ii. a description of how Team Members and Key Personnel will each contribute to producing a fully integrated, cohesive, and well-qualified team for the Project;
 - iii. information regarding the current and projected workload and backlog of the Proposer's management team (including all Key Personnel); and
 - iv. for any Principal Participant Joint Venture, include the roles and responsibilities of each entity in that Joint Venture;
- b. references to and description of the Organizational Chart and Resumes included in Proposal Appendix 3.E;
- c. evidence that the Key Personnel who are the Design Manager, Lead Designer, Lead Structural Designer, and the Lead Architectural Designer, have valid and current licenses in the State as required to comply with the Contract and as otherwise necessary to perform the Work; and
- d. where the relevant Team Members have performed in the same or similar roles together in partnership on other projects, a description of their experience in such roles, including both key successes and "lessons learned", or where the relevant Team Members are performing their roles in new combinations than have

previously worked together, how the proposed organization will streamline the challenges involved in creating new working relationships.

14.3.7. Proposal Part 5: Community Impacts

Proposal Part 5 must describe the approach to managing community impacts during Project implementation, and must include:

- a. a plan for: (i) supporting CTA's public outreach program for coordinating and communicating with public and agency participants and stakeholders; (ii) utilizing their views; (iii) minimizing closures of public right of way, parking and transportation elements including limiting Track Access Occurrences; (iv) maximizing access to business, government, community and residential neighborhoods and facilities; and (v) minimizing construction impacts including noise, vibration, light, and other Contractor required NEPA mitigation elements described in the RLE Mitigation Tracking Matrix in Appendix 3L of Part 3 of the Contract, affecting the community;
- b. a description of the Proposer's approach to addressing public information and communications management, which must:
 - i. include a description of the plan to support CTA's public outreach services regarding communications with residents, businesses, institutions, organizations, and others likely to be impacted by the construction and during the long-term operation and maintenance of the Project aimed at actively alleviating disruption in the community; and
- c. a description of the Proposer's approach to minimizing impact of construction activities on the community, which must:
 - i. minimize frequency and duration of lane, sidewalk, roadway, and alley closures so as to reduce negative impacts on community businesses, institutions, and residents;
 - ii. mitigate impacts on the community for when street or alley closures prevent access to existing parking;
 - iii. mitigate negative impacts of noise, vibration, air quality including dust, and light pollution on community businesses, institutions, and residents;

- iv. mitigate visual impacts of construction activities and material and equipment storage on community businesses, institutions, and residents;
- v. mitigate negative impacts on CTA operations; and
- vi. include reference to the proposed working hours consistent with the Proposer's otherwise proposed phasing and logistics and how those hours could impact the community and the methods proposed to mitigate impacts for any referenced overnight work, in accordance with Sub Part 3.13 of Part 3 of the Contract.

14.3.8. Proposal Part 6: Diversity and Workforce Development

Proposal Part 6 must describe the Proposer's approach to Diversity and Workforce Development that will meet and may exceed project requirements for DBE participation and workforce development. This could include discussion of use of local training programs, creating jobs within the community and in particular areas of the community that are impacted by the Project, and providing both short- and long-term economic benefits arising out of the implementation of the Project. It must include a discussion of compliance and internal audit approaches for DBE and other diversity and workforce development programs. Such Proposal Part 6 must include any Contractor commitment to fund programs in support of such diversity and workforce development efforts (including, for example, to fund any loan or grant programs, scholarships, and educational programs) and any other relevant details of such programs (for example, the duration and extent of any educational programs).

Proposal Part 6 should include reference to the plans described below:

a. DBE Outreach Plan submitted as Proposal Appendix 3.F

A detailed plan that clearly articulates the methods the Proposer will use to reach out to the DBE community and to utilize a diverse pool of DBE firms for subcontracting opportunities, including:

- i. use of innovative and aggressive strategies, including but not limited to Mentor-Protégé plan(s), outreach, training, community partner engagements, and informational events for potential DBEs who are either certified or eligible for certification that may be impacted by or benefit from the Project; and

ii. specific timelines of the proposed outreach efforts provided in the plan.

b. Workforce Outreach and Training Plan submitted as Proposal Appendix 3.G

A detailed plan for meeting the workforce goal requirements of obtaining a diverse workforce and coordinating workforce recruitment, apprenticeship, internship, and workforce training opportunities for this Project, including the following:

- i. how the Proposer will meet commitments for utilization of apprentices in Project work;
- ii. how the Proposer will meet commitments for the recruitment of individuals considered “disadvantaged” and/or “dislocated workers” pursuant to the Workforce Innovation and Opportunity Act (WIOA) and Section 3 Workers including address barriers for returning citizens (justice involved, domestic violence survivors, and individuals experiencing homelessness), including, but not limited to, a Proposer’s policies regarding applicants with criminal backgrounds and working with CTA’s Second Chance Program and/or other community partners;
- iii. how the Proposer will meet commitments for the recruitment from demographically selected areas based on the disadvantaged service area zip code locations;
- iv. how the Proposer’s efforts will interface with CTA’s workforce partners; and
- v. outreach initiatives and community events for recruiting training participants and potential hires for the Project;

c. Plan for Utilization of Minority-Owned Deposit Institutions (MDIs), and/or Community Banks as recognized by their charter submitted as Proposal Appendix 3.H

The Proposer’s commitments for depositing a portion of payments received under the Contract to one or more Minority-Owned Deposit Institutions, as designated by the U.S. Department of Treasury’s Minority Bank Deposit Program (MDIs) and/or Community Banks as designated by the Federal Deposit Insurance Corporation, including the following:

- i. the proposed percentage to be deposited over the course of the Contract;

- ii. the name(s) of the proposed MDIs or Community Banks;
- iii. innovative ways in which to partner with MDIs or Community Banks; and
- iv. whether the MDIs or Community Banks are located in communities that may be impacted by or benefit from the Project.

14.3.9. Proposal Appendices

The Proposal Appendices must be comprised of the Appendices to Volume 3, Technical Proposal Appendices:

- a. Appendix 3.A: Draft Project Management Plan, consistent with the requirements set out in Sub Part 2.1.2 of Part 2 of the Contract;
- b. Appendix 3.B: Draft Design Management Plan, consistent with the requirements set out in Sub Part 2.4 of Part 2 of the Contract;
- c. Appendix 3.C: Draft Construction Management Plan, consistent with the requirements set out in Sub Part 2.5 of Part 2 of the Contract;
- d. Appendix 3.D: Proposal Schedule, consistent with the requirements set out in Section 14.3.3.b;
- e. Appendix 3.E: Organizational Chart and Resumes for those individuals named in the Chart, consistent with the requirements set out in Sub Part 2.1.2.A of Part 2 of the Contract;
- f. Appendix 3.F: DBE Outreach Plan consistent with the requirements set out in Section 14.3.8.a;
- g. Appendix 3.G: Workforce Outreach and Training Plan consistent with the requirements set out in Section 14.3.8.b;
- h. Appendix 3.H: Plan for Utilization of Minority-Owned Deposit Institutions or Community Banks consistent with the requirements set out in Section 14.3.8.c; and
- i. Appendix 3.I: Design Drawings, consistent with the requirements set out in Section 14.3.4.

14.3.10. Technical Forms Format

The Technical Forms must be prepared in Microsoft® Excel format using the template Excel files provided by CTA.

15. PROPOSAL CONTENTS

Each Proposer must include in its Proposal each element listed in this Section 15:

Proposal Contents	Page Limit
Volume 1 - Administrative Submissions	
1. Proposal Letter	
Proposal Letter in the form of Form A (<i>Proposal Letter</i>), attaching Annex E (<i>List of Key Personnel</i>)	n/a
2. Organizational and Authorizing Documents	
<ul style="list-style-type: none"> a. A certificate of a duly authorized officer or secretary of the Contractor attaching: <ul style="list-style-type: none"> i. certified copies of the Contractor's organizational documents, including, but not limited to, any: <ul style="list-style-type: none"> A. articles of incorporation, certification of formation, or the equivalent; and/or B. bylaws, partnership agreement, joint venture agreement, limited liability company agreement, or the equivalent; and ii. evidence of: <ul style="list-style-type: none"> A. authority to transact business in the State; and B. good standing in the state of its incorporation / formation. 	n/a

Proposal Contents	Page Limit
b. Drafts of the officer's or secretary's certificates (inclusive of the accompanying attachments) to be submitted in accordance with Sections 10.3.a.ii and 10.3.a.iv.	
3. Affidavits and Certifications	
Form B-1 (<i>Buy America Certification (FTA)</i>)	n/a
Form B-2 (<i>Affidavit of Minimum Wage Payment</i>)	n/a
Form B-3 (<i>Affidavit of Prompt Payment</i>)	n/a
Form B-4 (<i>Workforce Initiatives Commitment Form</i>)	n/a
4. Organizational Conflict of Interest Disclosure Statement	
Form C (<i>OCI Disclosure Statement Update Form</i>)	n/a
5. DBE Commitment	
Form D (<i>Disadvantaged Business Enterprise (DBE) Commitment Form</i>)	n/a
6. DBE Schedules	
Schedules required per DBE Special Conditions	n/a
Volume 2 - Financial Submissions	
1. Pricing Proposal	
Together in a separate envelope pursuant to Section 13 of this ITP: a. Form E-1 (<i>Pricing Proposal</i>); b. Form E-2 (<i>Pricing Proposal Standard Cost Category (SCC) Breakdown</i>); and c. Form E-3 (<i>Economic Adjustment Unit Prices</i>).	n/a

Proposal Contents	Page Limit
2. Material Changes in Financial Condition	
<p>A letter in respect of each of the Principal Participants, including any Guarantor, addressed to CTA from the chief executive officer, the chief financial officer, or treasurer (or equivalent) of the relevant entity (unless such individual is also a signatory of the Proposal Letter on behalf of the relevant entity, in which case the Proposal may include an unsigned statement of the required information (in the case of a.) or an unsigned certification to the required effect (in the case of b.)), such letter (or unsigned statement or certification) to be substantially in the form set out in Form F (<i>Financial Capacity Update Form</i>), that either:</p> <ul style="list-style-type: none"> a. in compliance with Section 14.2.3, sets out information regarding any material changes in financial condition⁷ with respect to the relevant entity that have occurred since the Proposer submitted its statement of qualifications in response to the RFQ (or the Proposer's Team Update Submission in respect of the Approved Organizational Change that resulted in the relevant entity becoming a Principal Participant) and any such material changes that are anticipated to occur during such entity's current fiscal year; or b. if no such material change has occurred and none is anticipated with respect to the relevant entity, certifies that no such material change has occurred or is anticipated to occur during such entity's current fiscal year. 	
2. Financial Statements	

⁷ Bankruptcy and insolvency events, material changes in tangible net worth, sales, mergers and acquisitions, credit downgrades, breaches of loan covenants, and the incurrence of net operating losses, in each case of or relating to the affected entity or its parent company, are indicative examples of what CTA considers to be material changes in financial condition.

Proposal Contents	Page Limit
Updated financial statement submissions in respect of each of the Principal Participants, including any Guarantors, which statements comply with the requirements set out in Section 4.3.C.ii of the RFQ, for which purposes the references in such requirements to the most 'recent fiscal years' will be deemed to refer to such years as determined in accordance with Section 13.2.2 of this ITP.	n/a
3. Bonds	
Execution forms of each of the Payment Bond and the Performance Bond that comply with the Contract requirements and which, if applicable, conform to the form previously approved by CTA in accordance with this ITP.	n/a
4. Guaranty	
<p>Either:</p> <ul style="list-style-type: none"> a. an execution form of Guaranty that complies with Section 14.2.4 which, if applicable, conforms to the form previously approved by CTA in accordance with this ITP; or b. if there are no Guarantors, a statement in compliance with Section 13.2.3. 	n/a
Volume 3 - Technical Submissions	
1. Detailed Technical Proposal	
A detailed proposal that complies with Section 14 of this ITP comprised of:	75
a. Executive Summary	n/a
b. Proposal Part 1: Project Management	n/a
c. Proposal Part 2: Design	n/a

Proposal Contents	Page Limit
d. Proposal Part 3: Construction	n/a
e. Proposal Part 4: Team and Personnel Experience	n/a
f. Proposal Part 5: Community Related Construction Impacts	n/a
g. Proposal Part 6: Diversity and Workforce Development	n/a
2. Technical Forms	
Form G-1 (<i>Guideway Structure Project Element Limits and Milestones</i>)	n/a
Form G-2 (<i>Project Milestones – Proposed Milestone Date Form</i>)	n/a
3. Technical Proposal Appendices	
a. Appendix 3.A: Draft Project Management Plan	n/a
b. Appendix 3.B: Draft Design Management Plan	n/a
c. Appendix 3.C: Draft Construction Management Plan	n/a
d. Appendix 3.D: Proposal Schedule	n/a
e. Appendix 3.E: Organizational Chart and Resumes	n/a
f. Appendix 3.F: DBE Outreach Plan	n/a
g. Appendix 3.G: Workforce Outreach and Training Plan	n/a
h. Appendix 3.H: Plan for Utilization of Minority-Owned Deposit Institutions or Community Banks	n/a
i. Appendix 3.I: Design Drawings	
4. Incorporated ATCs	

Proposal Contents	Page Limit
ATC Submissions that the Proposer is electing to incorporate in its Proposal, together with copies of the applicable approval of each such ATC Submission received from CTA.	n/a