

Request for Proposal Exhibits A - H

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Exhibit A

Template of Professional Services Agreement and Exhibits

Exhibit A - Template PSA Contract with Exhibits

AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES (this "Agreement") is entered into this XXth day of XXXX, 200X, in the XXXXXX of XXXXXXXX and the State of Illinois, by and between the XXXXXX of XXXXXX, a municipal corporation and body politic existing under the laws of the State of Illinois (the "XXXX"), having offices located at XXXXXXXXXXXXXXXXXXXX, XXXXXX, Illinois 60190 and XXXXXXXXXXXXXXXX. (the "Contractor"), having offices located at XXXXXXXXXXXXXXXX, XXXXXXXXXXXX, Illinois XXXXXXX.

For and in consideration of the promises and agreements herein set forth, THE XXXXX AND THE CONTRACTOR HEREBY AGREE:

ARTICLE 1. CONTRACTOR'S SERVICES

1.1 Scope and Description of Services. The Contractor will perform for the benefit of the ZZZZZZZ the services described in Exhibit A, which is attached hereto and incorporated herein (the "Services"). The Contractor must furnish all professional services, labor, materials, tools, equipment and supervision necessary or appropriate to fully perform the Services and all other duties and responsibilities of the Contractor pursuant to this Agreement.

1.2 Standard of Performance. The Contractor must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard").

1.3 Compliance with Laws. In the performance of the Services, the Contractor must comply, and must cause all Contractor Related Parties (as defined below) to comply, and must ensure that the Services comply, with all applicable federal, state and local laws, regulations, rules, ordinances, codes, permits, licenses, approvals, orders, declarations and decrees in effect from time to time (collectively, "Laws").

1.4 Qualifications. The Contractor and any subcontractor, consultant, agent or other entity with which the Contractor contracts to perform a portion of the Services (collectively, the "Contractor Related Parties") must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any Laws, the Contractor and all Contractor Related Parties must be suitably licensed or certified to perform the Services.

1.5 Key Personnel. Prior to or upon execution of this Agreement, the Contractor shall inform the ZZZZZZZ of the names of the key personnel of the Contractor (the "Key Personnel") who will perform or be responsible for supervising performance of the Services on behalf of the Contractor. The Contractor may not

remove any Key Personnel from the Services without the prior written consent of the ZZZZZZZ, unless such Key Personnel are no longer employed by or affiliated with the Contractor. Key Personnel may only be replaced with the prior written approval of the ZZZZZZZ, which approval will not be unreasonably withheld. If so requested by the ZZZZZZZ, the Contractor must promptly replace any Key Personnel or Contractor Related Party if, in the opinion of the ZZZZZZZ, the performance of such Key Personnel or Contractor Related Party is unsatisfactory.

ARTICLE 2. TERMS OF PAYMENT FOR SERVICES

2.1 Contract Sum. The Contract Sum for the Contractor's performance of the Services (the "Contract Sum") shall be calculated as set forth in Exhibit B, which is attached hereto and incorporated herein, but in no event shall the Contract Sum exceed XXXXXXXXXXXXXXXXXXXX (\$XX,XXX).

2.2 Invoices. Each invoice for payment submitted by the Contractor must include (i) a detailed statement of all Services performed and reimbursable expenses incurred (to the extent applicable and approved by the ZZZZZZZ) during the period since the last invoice; (ii) a list of all Contractor Related Parties with the itemized cost of their services detailed (if applicable); and (iii) payroll records, time cards, computer records, canceled checks, purchase orders, consulting contracts and such other backup documentation as the ZZZZZZZ may reasonably request to substantiate the amounts properly owing to the Contractor. All invoices must be submitted by the first calendar day of the month to the ZZZZZZZ to the attention of "ZZZZZZZ".

2.3 Sworn Statements and Lien Waivers. To the extent required by applicable Law or requested by the ZZZZZZZ, the Contractor must also submit to the ZZZZZZZ (all in a form reasonably satisfactory to the ZZZZZZZ) with each invoice a sworn statement setting forth all Contractor Related Parties retained by the Contractor in connection with the performance of the Services, together with a lien waiver from the Contractor and each such Contractor Related Party covering the amounts for which payment is then being sought.

2.4 Payment of Amounts Due. The ZZZZZZZ will pay all amounts properly owing to the Contractor as set forth in each invoice within forty-five (45) days following receipt of such invoice. However, if the ZZZZZZZ objects to all or any portion of any invoice, the ZZZZZZZ will so notify the Contractor within twenty (20) days after receipt of such invoice, giving the Contractor reasons for the objection, and the ZZZZZZZ will not pay that portion of the invoice which is in dispute. The ZZZZZZZ will pay any portion of the invoice not in dispute within the preceding forty-five (45) day period.

2.5 Withholding Payment. Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor, and all such errors or omissions must be corrected by the Contractor at the Contractor's sole cost and expense. Notwithstanding anything to the contrary herein contained, the ZZZZZZZ has the right to withhold from payment due the Contractor such sums as are reasonably necessary to protect the ZZZZZZZ against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor or

Contractor Related Parties; (ii) the failure by the Contractor or any Contractor Related Parties to perform the Contractor's obligations hereunder; or (iii) claims filed against the ZZZZZZZ relating to the Services. Any sums withheld from the Contractor as provided in this Article, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.

2.6 Records. The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the ZZZZZZZ or any authorized representative of the ZZZZZZZ, upon reasonable prior notice, for audit and review during normal business hours at the ZZZZZZZ offices, XXXX, Illinois. In addition, such records must be available, upon reasonable prior notice, for audit and review by the Regional Transportation Authority ("RTA") the Illinois Department of Transportation ("IDOT") (if IDOT is providing funding for all or any portion of the Contract Sum), the Federal Transportation Administration (the "FTA") (if the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum.

ARTICLE 3. TIME FOR COMPLETION OF SERVICES

3.1 Term of Agreement. The term of this Agreement shall begin on **the execution date of this agreement** and end on XXXX XX, XXXX (the "Term"). The Contractor must complete all Services within the Term. The Contractor must furnish such manpower, materials, facilities, and equipment and must work such hours, including overtime operations, as may be necessary to ensure the progress and completion of the Services within the Term. Time is of the essence in this Agreement.

3.2 Unavoidable Delay. If the Contractor is delayed in the delivery of the Services pursuant to this Agreement by an Excusable Event (as defined below) legitimately beyond its reasonable control, it must, immediately upon gaining knowledge of such Excusable Event, give written notice to the ZZZZZZZ and request an extension of time for completion of this Agreement. The ZZZZZZZ will examine the request and determine if the Contractor is entitled to an extension. The ZZZZZZZ will notify the Contractor of the decision in writing, and that decision will be final and binding. By permitting the Contractor to proceed with the Services or any part of them, after such an extension, the ZZZZZZZ in no way waives its rights, if any, under this Agreement, at law or in equity, if this Agreement has been completed by the date of any such extension. An "Excusable Event" is an act or neglect of the ZZZZZZZ, a material change in the Services ordered by the ZZZZZZZ, fire, unusual delay in deliveries, unavoidable casualties or other causes which are not reasonably foreseeable and are beyond the Contractor's reasonable control.

3.3 Progress Reports. The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period.

ARTICLE 4. INDEPENDENCE OF CONTRACTOR; EMPLOYEES AND SUBCONTRACTORS

4.1 Independent Contractor. The Contractor is engaged by the ZZZZZZZ only for the purpose and to the extent set forth in this Agreement, and the Contractor's status during the period of this engagement is that of an independent contractor and nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the ZZZZZZZ and the Contractor, or between the respective officers, directors, partners, managers, employees or agents of the ZZZZZZZ and the Contractor. The Contractor will not be an employee or agent of the ZZZZZZZ, nor claim to be acting as such, and will have no authority whatsoever to bind the ZZZZZZZ, waive any contractual requirements or make any statements or representations on behalf of the ZZZZZZZ.

4.2 Responsibility for Employees. The Contractor is solely responsible for the compensation, benefits, contributions and taxes, if any, of all employees and Contractor Related Parties. The Contractor must at its own expense comply with all applicable workmen's compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other Laws.

4.3 Contracts with Contractor Related Parties. The Contractor will not contract with any Contractor Related Party for performance of a portion of the Services without first securing the ZZZZZZZ's approval of the proposed Contractor Related Party. Each contract with a Contractor Related Party must: (a) require such Services to be performed in accordance with the requirements of this Agreement, including without limitation the requirements of all applicable Laws and the Professional Standard; (b) require the Contractor Related Party to agree to be bound by all the terms and conditions of this Agreement applicable to the Contractor and/or Contractor Related Parties; and (c) contain such other terms and conditions as the ZZZZZZZ may reasonably request. The Contractor shall be responsible for payments to Contractor Related Parties out of the Contract Sum or other funds of the Contractor.

ARTICLE 5. WARRANTIES AND REPRESENTATIONS

In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

5.1 Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

5.2 Ability to Perform. The Contractor hereby represents and warrants to the ZZZZZZZ, with the intention that the ZZZZZZZ rely thereon in entering into this Agreement, that: (a) the Contractor is financially solvent; (b) the Contractor, and each Contractor Related Party, has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this

Agreement and the Professional Standard; (c) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (f) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

5.3 Professional Standard. The Contractor hereby covenants and agrees that: (a) the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard; and (b) all Developments (as defined below) will comply with the Professional Standard.

5.4 Ineligibility. The Contractor is not barred or ineligible and will not knowingly use the services of any Contractor Related Party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.

5.5 Unauthorized Code. Any Developments in electronic form will be free, at the time of receipt by ZZZZZZZ, of any computer virus, software locks or other such unauthorized code. Unauthorized code includes harmful programs or data incorporated into the software which destroys, erases, damages or otherwise disrupts the normal operation of the software or other programs, hardware or systems utilized by ZZZZZZZ or allows for unauthorized access to the software or other programs, hardware or systems utilized by the ZZZZZZZ. Unauthorized code also includes any mechanism, such as password checking, CPU serial number checking or time dependency, that could hinder ZZZZZZZ's freedom to fully exercise its license rights under this Agreement.

ARTICLE 6. INSURANCE

6.1 Unless otherwise specified or required by the ZZZZZZZ, the Contractor shall maintain such insurance as is customary and reasonable within the Contractor's industry for entities performing services similar to the Services, which insurance shall cover, at a minimum, all claims, whenever made, arising out of or in relation to the performance of or failure to perform the Services pursuant to this Agreement. The Contractor shall furnish certificates evidencing such insurance to the ZZZZZZZ prior to commencement of the Services and shall promptly furnish to the ZZZZZZZ notices of cancellation, renewal or non-renewal of such insurance. Such insurance must be kept in full force and effect until the date that all Services are complete and final payment for such Services is made. The ZZZZZZZ and the RTA shall be named additional insured by the Contractor.

ARTICLE 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 General Indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the ZZZZZZZ, RTA, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is

providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor and any Contractor Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Contractor, any Contractor Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case law.

7.2 Indemnity for Intellectual Property Claims. In addition to the indemnification provided in Section 7.1, Contractor will indemnify, defend and hold harmless the ZZZZZZZ, RTA, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Developments or other materials supplied to the ZZZZZZZ or used by the ZZZZZZZ in the manner recommended by the Contractor, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any other party pursuant to any common law or case law.

7.3 No Liability for Consequential Damages. In no event will the ZZZZZZZ be liable to the Contractor, whether such liability arises in tort, in equity or in contract, for incidental, indirect or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment or facilities, cost of capital, underutilization of equipment, facilities or labor, or downtime costs, except as provided in Section 12.5.

7.4 No Liability of Public Officials. No official, employee or agent of the ZZZZZZZ will be charged personally by the Contractor, or by any assignee or Contractor Related Parties, with any liability or expenses of defense or be personally

liable to them under any term or provision of this Agreement, or because of the ZZZZZZZ's execution or attempted execution, or because of any breach hereof.

7.5 No Liability of Funding Agencies. RTA, IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Contractor or Contractor Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Contractor or Contractor Related Parties.

ARTICLE 8. RECORDS, DEVELOPMENTS AND INTELLECTUAL PROPERTY RIGHTS

8.1 Definition of Developments; Intellectual Property Rights.

1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Contractor or any of its employees, agents or Contractor Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the ZZZZZZZ, which result from or are suggested by the Services or any other work the Contractor or the Contractor Related Parties may do for the ZZZZZZZ, or which result from use of the ZZZZZZZ's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the ZZZZZZZ, RTA, (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)). The Contractor hereby assigns (and agrees to cause all Contractor Related Parties to assign) to the ZZZZZZZ, RTA, (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Contractor's (or the Contractor Related Parties') entire right and interest in any such Development, and will execute (or cause the Contractor Related Parties to execute) any documents in connection therewith that the ZZZZZZZ may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Contractor agrees to enter into agreements with all of its Contractor Related Parties necessary to establish the ZZZZZZZ's ownership in the Developments (and the ownership in the Developments of RTA (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding

for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)), and the Contractor agrees to provide the ZZZZZZZ with copies of such agreements if requested by the ZZZZZZZ. The foregoing does not apply to any inventions that the Contractor made prior to the Contractor's retention by the ZZZZZZZ, or to any inventions that the Contractor develops without using any of the ZZZZZZZ's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the ZZZZZZZ's business or research, or the Services the Contractor performs for the ZZZZZZZ. The Contractor hereby grants to the ZZZZZZZ, RTA, (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Contractor will provide to the ZZZZZZZ materials that are not Developments only to the extent the Contractor has the right to make the foregoing license.

2. This Agreement will not preclude the Contractor from using its general knowledge, skills and experience for its other clients, provided that the Contractor does not use in connection therewith any Developments or Confidential Information
3. At all times during the term of this Agreement, upon request from the ZZZZZZZ and upon termination or expiration of this Agreement, the Contractor will immediately provide to the ZZZZZZZ the then-current version of any Developments in the Contractor's possession, indexed and arranged to the satisfaction of the ZZZZZZZ.

ARTICLE 9. CONFIDENTIALITY

9.1 Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Contractor in the course of its performance of Services hereunder. Confidential Information will include Developments, business plans, forecasts, projections, analyses, ZZZZZZZ employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.

9.2 Use of Confidential Information. The Contractor (i) will use Confidential Information only in connection with Contractor's performance of the Services, and (ii) will not disclose Confidential Information except to the Contractor's employees and Contractor Related Parties to the extent such employees or Contractor Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the Contractor wishes to disclose Confidential Information to a Contractor Related Party, the ZZZZZZ must first consent to such disclosure and the Contractor Related Party must agree in writing to be bound by the terms and conditions of this Article 9, in a document satisfactory to the ZZZZZZ. The Contractor will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Contractor, including Contractor's employees and Contractor Related Parties. This Article 9 does not apply to any information that (a) the Contractor can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Contractor develops independently without use of any Confidential Information, (c) the Contractor rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Contractor must give the ZZZZZZ reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the ZZZZZZ to limit the nature or scope of the disclosure.

9.3 Authority Confidential Information. The Contractor understands and acknowledges that the ZZZZZZ may use software provided in connection with this Agreement in connection with Confidential Information of the ZZZZZZ. Any such use of software shall not alter the Contractor's obligations and the ZZZZZZ's rights with respect to Confidential Information described in Section 9.2 above.

ARTICLE 10. EMPLOYMENT CONDITIONS

10.1 Equal Employment Opportunity Clause. In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 *et seq.*) (the "Human Rights Act") or the rules and regulations (the "Rules and Regulations") of the Illinois Department of Human Rights (for the purposes of this Article 10, the "Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- (2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the Contractor's obligations under the Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the ZZZZZZZ and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the ZZZZZZZ, and in all respects comply with the Human Rights Act and the Department's Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the ZZZZZZZ and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause 10.1 by such subcontractors, and it will promptly notify the ZZZZZZZ and the Department in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

10.2 Public Works Employment Discrimination Act. The Contractor certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*). In confirmation and furtherance of the foregoing, the Contractor agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the ZZZZZZZ, including without limitation, the Services to be provided pursuant to this Agreement.

10.3 Drug-Free Workplace. The Contractor certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof.

10.4 Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR Part 26.13(a), as amended, the Contractor assures the ZZZZZZZ that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation (“USDOT”) or in the administration of its Disadvantaged Business Enterprise (“DBE”) program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Contractor assures the ZZZZZZZ that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Contractor’s DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Contractor of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended. The Contractor further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the ZZZZZZZ may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the ZZZZZZZ and/or to this Agreement.

ARTICLE 11. APPROPRIATION OF FUNDS

11.1 Authority Appropriation. The parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the ZZZZZZZ (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the ZZZZZZZ Board of Trustees for each subsequent year. If the ZZZZZZZ fails to make such an appropriation, the ZZZZZZZ may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the

date of termination to the extent the ZZZZZZZ has funds available and appropriated to pay the Contractor such amount.

11.2 Appropriation by Other Funding Agencies. To the extent RTA, IDOT, the FTA or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the ZZZZZZZ to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the ZZZZZZZ may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the ZZZZZZZ has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the ZZZZZZZ will inform the Contractor as to whether any governmental agency other than the ZZZZZZZ is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the ZZZZZZZ and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.

ARTICLE 12. EVENTS OF DEFAULT, REMEDIES, TERMINATION AND STOP WORK ORDER

12.1 Events of Default. The following will constitute events of default (“Events of Default”) hereunder:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance of this Agreement, made by the Contractor to the ZZZZZZZ, or any material breach of a representation, covenant or warranty of the Contractor made herein.
2. The Contractor’s failure to perform any of its obligations under this Agreement, including, but not limited to, the following:
 - a) failure to perform the Services or any portion thereof with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - b) failure to perform the Services in accordance with the standards of performance applicable thereto;
 - c) insolvency, filing of bankruptcy or assignment for the benefit of creditors;
 - d) failure to comply with a material term of this Agreement; or

- e) any other acts specifically and expressly stated in this Agreement as constituting an Event of Default.
3. Any change in ownership or control of the Contractor without the prior written approval of the ZZZZZZZ, which consent will not be unreasonably withheld.

12.2 Declaration of Default. The ZZZZZZZ will notify the Contractor of any circumstances that the ZZZZZZZ believes to be an Event of Default and will allow the Contractor a reasonable amount of time to proceed to cure such Event of Default (which period of time will be no more than thirty (30) calendar days). If the Contractor has failed to proceed to cure the Event of Default within such cure period, the ZZZZZZZ may declare the Contractor to be in default; provided, however, if such Event of Default cannot reasonably be cured within the cure period, the ZZZZZZZ may, in its sole discretion, allow the Contractor additional time in which to cure such Event of Default so long as the Contractor diligently pursues such cure.

Written notification of any decision of the ZZZZZZZ to declare the Contractor in default will be provided to the Contractor, and such decision will be final and effective upon the Contractor's receipt of such notice. The ZZZZZZZ has the sole discretion to declare the Contractor in default.

12.3 Remedies for Default. Upon giving notice of a declaration of default due to the occurrence of an Event of Default, the ZZZZZZZ may invoke any or all of the following remedies:

1. the right to take over and complete the Services, either directly or through others;
2. the right to terminate this Agreement effective at a time specified by the Authority;
3. the right to seek specific performance, an injunction or any other appropriate remedy;
4. the right to recover money damages;
5. the right to withhold all or any part of the Contractor's compensation hereunder; and/or
6. the right to require the Contractor to discontinue any Services and deliver all materials accumulated in the performance of the Services, whether completed or in process, to the ZZZZZZZ.

12.4 Remedies Nonexclusive. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default will impair any such right or power, nor will it be construed as a waiver of any Event of Default or

acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

12.5 Right of Authority to Terminate. The ZZZZZZZ may terminate this Agreement at any time hereafter, with or without cause, by giving seven (7) days' written notice to the Contractor at the address specified in Section 13.7. Termination will be effective upon the expiration of such seven (7) day period or on such other date as mutually agreed by the parties. In the event the ZZZZZZZ terminates this Agreement other than for breach hereof by the Contractor or for the reasons set forth in Sections 11.1 or 11.2, the ZZZZZZZ agrees to pay the Contractor, and the Contractor agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation, plus the remaining unpaid portion of the Contractor's profit based on the portion of Services then performed to the total Services that would have been performed.

12.6 Stop Work Order. The ZZZZZZZ may at any time, by delivering written notice to the Contractor (a "Stop Work Order"), require the Contractor to stop all or any part of the performance of Services required by this Agreement for a period of up to ninety (90) days after the Contractor receives a Stop Work Order. Upon receipt of the Stop Work Order, the Contractor will comply with its terms and take all reasonable steps to minimize costs for Services covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after the Contractor's receipt of a Stop Work Order, or within any extension of that period to which the Contractor and the ZZZZZZZ have agreed in writing, the ZZZZZZZ will either cancel the Stop Work Order, or terminate this Agreement pursuant to the terms hereof. Provided this Agreement has not theretofore been terminated, the Contractor will resume performance of Services upon cancellation or expiration of any Stop Work Order. An equitable adjustment will be made in the Contract Sum if the Stop Work Order causes a demonstrable increase in the time required for performance of the Services and/or in the Contractor's costs in performing such Services, as the case may be.

ARTICLE 13. GENERAL PROVISIONS

13.1 Contract Documents. Each of the following described documents (the "Contract Documents") (copies of which are attached hereto) is hereby incorporated herein and forms a part of this Agreement:

- Exhibit A: Scope of Services
- Exhibit B: Payment Terms
- Exhibit C: Key Personnel
- Exhibit D: Insurance Requirements

13.2 Conflicts among Contract Documents. In the event of a conflict between the terms of this Agreement and the terms of any of the other Contract Documents, the terms of this Agreement will govern.

13.3 Amendments. This Agreement, including all Exhibits hereto and any addenda thereto, constitutes the entire Agreement between the Contractor and the ZZZZZZZ. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. No modification, addition, deletion, etc., to this Agreement will be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

13.4 Assignment. This Agreement will be binding upon, and inure to the benefit of, the respective successors, assigns, heirs and personal representatives of the ZZZZZZZ and the Contractor. The ZZZZZZZ must approve any successor to the Contractor's rights under this Agreement in writing. Any successor will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

13.5 Solicitation and Employment. The Contractor will not employ any person employed by the ZZZZZZZ at any time during the term of this Agreement to perform any Services required by the terms of this Agreement. The Contractor will not solicit for employment any of the ZZZZZZZ's employees during the term of this Agreement without the prior consent of the ZZZZZZZ.

13.6 Governing Law. This Agreement will be interpreted under, and governed by, the laws of the State of Illinois. The Contractor agrees to exclusive jurisdiction of Illinois state and federal courts for the resolution of any dispute related to this Agreement.

13.7 Notices. All notices given under this Agreement will be in writing and will be deemed properly served if delivered in person to the individual to whom it is addressed or, 3 days after deposit in the United States mail, if sent postage prepaid by United States registered or certified mail, return receipt requested, as follows:

If to the ZZZZZZZ: XXXXXXXX
 ZZZZZZZ
 address: XXXXXXXXXXXX
 XXXXXXXXXXXX
 phone: (XXX)-XXX-XXXX
 fax: (XXX)-XXX-XXXX

If to the Contractor: XXXXXXXXXX
 XXXXX
 XXXXXXXXXXXX
 address: XXXXXXXXXXXXX
 XXXXXXXXXXXX
 phone: XXXXXXXXXXXXXXX

The foregoing addresses may be changed from time to time by notice to the other party in the manner provided for herein.

13.8 Interpretations. The headings of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

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

13.10 Severability. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

13.11 No Waiver. No course of dealing or failure of the ZZZZZZZ and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates recited below.

{Insert Contractor Name}

ZZZZZZZ of XXXXXXXX

By _____

By _____

(Print Name) _____

NAME XXXXXXXXX

Title _____

Title: ZZZZZZZ XXXXXXXX

Business Entity _____
(Corporation, Partnership, etc.)

Date: _____

Date: _____

Attest

Attest

By _____

By _____

Title _____

Title ZZZZZZZ Clerk

EXHIBIT A

To an Agreement for Professional Consulting Services Entered Into Between the
ZZZZZZZ of XXXXXX and XXXXXXXXXXXX
(the "Agreement")

ZZZZZZZ of XXXXX
{NAME OF PROJECT}
Scope of Work
{Insert/Paste Scope of Work Here}

EXHIBIT B

To an Agreement for Professional Consulting Services Entered Into
Between the ZZZZZZZ of XXXXXX and XXXXXXXXX
(the "Agreement")

Compensation

Method of Payment	Actual Cost Plus Fixed	
Fee		
Burden and Overhead Rate		%
Fixed Fee	\$	
Contract Sum (not to exceed, including fixed fee)	\$	

EXHIBIT C

To an Agreement for Professional Consulting Services Entered Into
Between the ZZZZZZZ of XXXXX and XXXXXXXXXX (the “Agreement”)

Key Personnel:

Insert Name 1 and Title

Insert Name 2 and Title

Etc.

EXHIBIT D

To an Agreement for Professional Consulting Services
Entered Into Between the ZZZZZZ of XXXXXX and XXXXXXXXX
(the "Agreement")

CONTRACTOR INSURANCE REQUIREMENTS

CONTRACTOR: XXXXXXX

The Contractor shall take out and maintain, during the life of this Agreement, the following insurance as specified by the insertion of policy limits and such other insurance as the ZZZZZZ of XXXXXXX may require.

TYPE OF COVERAGE	GENERAL POLICY HOLDING RATING OF <u>A</u> OR BETTER	FINANCIAL RATING OF <u>IX</u> OR BETTER As Published By Best's Key Ranking Guide	AMOUNT REQUIRED
1. WORKER'S COMPENSATION: Coverage A - Statutory Coverage B - \$ _____	Same	Same	<u>\$ 500,000.00</u> Limits of Liability
2. COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): Bodily Injury Liability & Property Damage Liability (combined) Including but not limited to, the following coverages: <u>Product Liability, Completed Operations</u>	Same	Same	<u>\$1,000,000.00</u> Each Occurrence <u>\$2,000,000.00</u> Aggregate
3. AUTOMOBILE LIABILITY: Bodily Injury Liability & Property Damage Liability (combined) Property Damage (Leases, etc.)	Same	Same	- Combined Single Limit
4. PROFESSIONAL LIABILITY:	Same	Same	\$ _____ Each Occurrence \$ _____ Aggregate
5. PERFORMANCE/PAYMENT BOND:			N/A
6. OTHER INSURANCE: _____ _____			N/A Each Occurrence N/A Aggregate

Additional Insured shall be as follows:

ZZZZZZ of xxxxxx
Regional Transportation Authority

The Contractor shall not commence work herein until it has obtained the required insurance and has received approval of such insurance by the ZZZZZZ of xxxxx. Certificates of insurance indicating amounts and coverages in force shall be furnished to insureds, within ten (10) calendar days after award of contract.

All policies are in effect at this time and will not be canceled, modified, limited or allowed to expire without renewal until 30 days written notice has been given to the ZZZZZZ of xxxxxx. Such notice shall be sent by certified mail to the ZZZZZZ of xxxxxxxx, care of the ZZZZZZ xxxxxxxx, xxxxxxxx, xxxxxxxx, IL xxxxxxxx.

The Contractor's policies will insure all liabilities assumed by the Contractor under the provisions of the hold harmless and indemnity clauses contained in the Agreement.

The insurance coverage afforded under the policies described herein must be primary and non-contributing with respect to any insurance carried independently by the additional named insureds. All such insurance policies must indicate that as respects the insureds (whether named or otherwise), cross liability and severability of interests must exist for all coverages provided thereunder. Such policies must include, without limitation, a waiver of subrogation endorsement in favor of the additional named insureds. The insurance must be written on an occurrence basis (except for Professional Liability Insurance, which must be written on a claims made basis).

Exhibit B

**CONSULTANT INSURANCE
REQUIREMENTS**

Exhibit B – Consultant Insurance Requirements

PROJECT NAME _____

The Consultant shall take out and maintain during the life of this contract, the following insurance as specified by the insertion of policy limits and such other insurance as the XXXX may from time to time require.

1 WORKER’S COMPENSATION \$ _____
 Coverage A-Statutory Limits of Liability
 Coverage B-\$ _____

2 COMPREHENSIVE GENERAL LIABILITY (BROAD FORM): \$ _____
 ▪ Bodily Injury Liability & Property Damage Each Occurrence
 Liability (Combined)
 \$ _____
 ▪ To include the following coverages: Aggregate
 Premises-Operations
 Explosion and Collapse Hazard Independent Contractors
 Underground Hazard Personal Injury
 Standard Cross Liability Endorsement Blanket Contractual Insurance
 Products/completed operations Hazard Broad Form Property Damage

3 AUTOMOBILE LIABILITY: \$ _____
 ▪ Bodily Injury Liability & Property Damage Combined Single Limit
 Liability (Combined)
 ▪ Property Damage (Leases, and etc.)

4 OWNER’S PROTECTIVE LIABILITY: \$ _____
 ▪ Bodily Injury Liability & Property Damage Each Occurrence
 Liability (Combined)
 \$ _____
 Aggregate

5 PROFESSIONAL LIABILITY: \$ _____
 Each Occurrence
 \$ _____
 Aggregate

6 RAILROAD PROTECTIVE LIABILITY: \$ _____
 Each Occurrence
 \$ _____
 Aggregate

7 OTHER INSURANCE: \$ _____
 Each Occurrence
 \$ _____
 Aggregate

Additional Insured shall be as follows: Northeastern Illinois Regional Transportation Authority (RTA) and

The Consultant shall not commence work herein until he has obtained the required insurance and has received approval of such calendar days after award of contract.

All policies are in effect at this time and will not be cancelled, modified, limited or allowed to expire without renewal until 30 days written notice has been given to

XXX. Such notice shall be sent by certified mail to XXX.

The consultant's policy will insure all liabilities assumed by the contractor under the provisions of the Hold Harmless and Indemnity Clause contained in the contract

Exhibit C

Non-Collusion Affidavit

Exhibit C – Non-Collusion Affidavit

IMPORTANT: This affidavit must be properly completed and submitted with all bids

STATE OF _____

COUNTY OF _____

_____,
(Enter name of person making affidavit)

being first duly sworn, deposes and says that he is

_____,
(Enter "Sole Owner", "A Partner", "President", or other proper title)

of _____,
(Enter name of firm)

the bidder submitting this proposal; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, organization, or corporation; that such bid is genuine and not collusive or sham, and that said bidder has not been a party to any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, or to refrain from bidding and has not, directly or indirectly, by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the

_____ or of any bidder or anyone else interested in the proposed contract.

SUBSCRIBED AND SWORN TO BEFORE _____,

this _____ day of _____, 20____

(Signature of person making affidavit)

Notary Public

Exhibit D

**CERTIFICATION REGARDING
LOBBYING**

Exhibit D – Certification Regarding Lobbying

This Certification is required to be completed and returned with the solicitation if the offer EXCEEDS \$100,000. Failure to return this Certification with the solicitation may result in a determination that the offer is non-responsive or unacceptable. The undersigned certifies, to the best of his or her knowledge or belief, that:

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

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

Executed this ____ day of _____, 20__.

By _____
(Signature of authorized official)

Print/Type Name

Title of authorized official

Exhibit E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Exhibit E – Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Vendor certifies to the best of its knowledge and belief, that it and its principals:

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

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

The Vendor further agrees and warrants to the City that Vendor will not enter into any third party contract or subcontract for work on the Project in excess of \$100,000 unless and until such subcontractor provides a written certification to Vendor in the form set forth above, and also agrees to require such certification in all sub-subcontracts and agreements.

THE VENDOR,

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OR THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET. SEQ.* ARE APPLICABLE THERETO:

Signature of Vendor’s Authorized Official

Date

Typed Name and Title of Vendor’s Authorized Official

Exhibit F

Contractor Certificate

Exhibit F – Contractors Certificate

CONTRACTOR: _____

CERTIFICATE

On behalf of the above named Contractor, I certify, pursuant to the Illinois Revised Statutes, Chapter 720, Article 33E, et seq. as amended, that I have the authority to act as agent/representative for the Contractor.

Further, I certify that the above named Contractor is not presently barred, in any U.S. or other State jurisdiction, from bidding on this contract as a result of a violation of either 720 ILCS 5/33E-3 (Bid-rigging) or 720 ILCS, 5/33E-4 (Bid-rotating) of the Illinois Revised Statutes, Chapter 720, as amended. (If an exception exists as set forth in the Statute, please provide a complete written explanation and supporting documents.)

I recognize that making any false statement material to this Certification constitutes a Class 3 felony under the laws of the State of Illinois.

Signature of Authorized Representative

Print Name and Title

Date

Exhibit G

**Cost and Price Analysis / 4400
Form**

Exhibit G – Cost and Price Analysis / 4400 Form

Please attach completed excel document titled “RFP Exhibit G - Cost and Price Analysis (RTA Form 4400)”.

Exhibit H

Level of Effort and Cost Summary Matrix

Exhibit H – Level of Effort and Cost Summary Matrix

Please attach completed excel document titled “RFP Exhibit H -Level of Effort (ManHourMatrix) Template”.

EXHIBIT I

CONSULTANT CERTIFICATION

I, _____(Print Name), an authorized agent of
_____(herein referred to as "Consultant") being duly
sworn and upon oath state and certify that:

1) Consultant has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4);

2) Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

A. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the approve Revenue Act; or

B. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement;

3) Consultant, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, et seq.; and,

4) Consultant is not in arrears or in default to the Village upon any debt or contract; has not defaulted, as surety or otherwise, upon any obligation to the Village; has not failed to perform satisfactorily any previous contract with, or work for, the Village; and will not enter into any subcontract with respect to this Project with a person or entity that cannot make the same certifications as stated herein.

By: _____

Date: _____

Title/Position

Subscribed and sworn to before me
this ____ day of _____, 2009

Notary Public