

CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake Street, Chicago, IL, 60661-1498, no later than 11:00 A.M. on Tuesday, October 20, 2009, at which time all such bids will be opened publicly and read aloud:

- Req No: B09OP01146, Spec. No. CTA 421-07, 9399-07
Rotron Motors and Marine Pumps and Replacement Parts as required for a period of thirty- six (36) months from the date of contract execution.

PROPOSAL GUARANTEE: NONE

Req No: C09OP100902600, Spec. No. CTA 9275-07
69 Pcs: Rear Axle Brake Reline Kit for the 6400 Series Nova Bus.

PROPOSAL GUARANTEE: NONE

Req No: C09OP100916209, Spec. No. CTA 9275-07
143 Pcs: Front Axle Brake Reline Kit for the 6000 Series Flxible Bus.

PROPOSAL GUARANTEE: NONE

For additional information please contact Parker Hand,
Senior Procurement Administrator, 312/681-2470.

Any contract resulting from this advertisement will be awarded to the lowest responsive and responsible bidder.

The contractor will be required to furnish certified copies of any and all Insurance Policies required in relation to this contract prior to CTA's execution.

Chicago Transit Authority hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement; Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PLEASE NOTE: Where bids are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery only to the Bid Office before the advertised date and hour for the opening of the bids. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

(2)

The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids.

All inquiries should be directed to and copies of bid documents obtained from the Bid Office - 2nd Floor, 567 W. Lake Street, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Geoffrey Urban
General Manager, Purchasing

September 29, 2009



PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

ROTRON MOTORS AND MARINE PUMPS AND REPLACEMENT
PARTS FOR 36 MONTHS.

REQUISITION NO.: B09OP01146

SPECIFICATION NO.: 421-07;9399-07

DRAWING NO.: none

PROJECT NO.: none

INSURANCE REQUIRED: no

BID DEPOSIT AMOUNT: none

INFORMATION:

Senior Procurement Administrator: Parker W. Hand

Phone Number: (312) 681-2470

Fax Number: 312-681-2696

BID PACKAGES TO BE RETURNED TO:

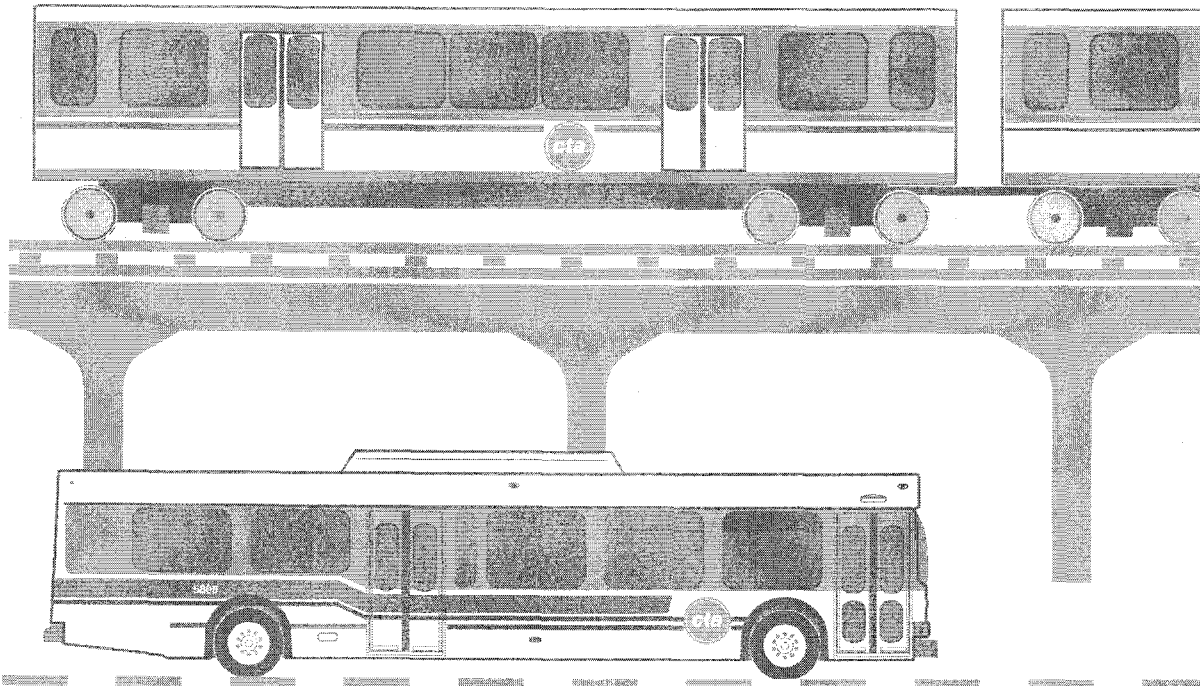
By Mail

Chicago Transit Authority
Bid Office
P.O. Box 7554
Chicago, IL 60680-7554

In Person Drop-off

Chicago Transit Authority
Bid Office - 2nd Floor
567 W. Lake Street
Chicago, IL 60661-1498

All Signatures to be sworn before a Notary Public



ISSUED BY

Purchasing Department, Chicago Transit Authority
P.O. Box 7560, Chicago, IL 60680-7560
Marina Popovic, Acting Vice President, Purchasing & Warehousing
Richard L. Rodriguez, President
Carole L. Brown, Chairman

DOCUMENT PREPARATION

This section modifies CONTRACT FOR SUPPLIES, page R-1, § 4. Preparation of Proposal.

Two (2) copies of this bid package are included. One (1) copy is for your file. One (1) remaining copy is to be returned in the enclosed envelope. This copy must contain original signatures.

SIGNATURES REQUIRED

➤ DBE PARTICIPATION SCHEDULES B, C & D

All information relative to Disadvantaged Business Enterprise (DBE) participation for this contract is outlined in the DBE Special Conditions pages entitled, DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT. Always include an attached letter on your letterhead documenting Good Faith Efforts if you are requesting a waiver from the DBE goal.

➤ BUY AMERICA CLAUSE

Certificate of Compliance or Non-Compliance with Sections 165(a) and 165(b)(3). [Does not apply to operating funded procurements, personal minicomputer purchases or purchases less than \$100,000.00.]

➤ CERTIFICATION OF PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

[see attachments A & B]

➤ CERTIFICATION REGARDING LOBBYING

➤ TO BE EXECUTED BY A CORPORATION

The signature under Corporate Name must be President or Vice President. If neither, a resolution or bylaw must be attached showing authorization to execute a contract.

Note -Name of Signatory in Notary is same name as Signature of Authorized Officer.

➤ TO BE EXECUTED BY PARTNERSHIP OR JOINT VENTURE

Note -Name of Signatory in Notary is same name as first signature line - Partner.

➤ TO BE EXECUTED BY SOLE PROPRIETOR

Note - Name of Signatory in Notary is same name as Name of Bidder.

DON'T FORGET TO NOTARIZE THE APPROPRIATE EXECUTION PAGE!

OWNERSHIP DISCLOSURE - While there is *no signature required*, failure to address this will cause a delay in the execution of the contract.

INSURANCE (when required) - *No signature needed* at time of bid submittal. The awarded contractor must provide **certified** copies of insurance policies in order to allow for contract execution. CTA is to be named an **additional insured**. This should be taken into consideration when submitting your bid.

NOTE: Questions on the Detail Specification must be in writing to the Procurement Administrator listed on the front of the bid document no later than seven (7) calendar days prior to the bid due date. After that, there will not be sufficient time for the Procurement Administrator to obtain responses to questions.

SPECIAL NOTE: *Failure to sign these documents may result in your firm not being awarded the contract.*

CONTRACT FOR SUPPLIES REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

Proposals will be received by the **CHICAGO TRANSIT AUTHORITY**, a Municipal Corporation, in accordance with the Contract Documents set forth herein.

1. DEFINITIONS:

The term "Authority" means the Chicago Transit Authority acting by and through the Chicago Transit Board or its duly authorized agent, servant or employee in connection with these Contract Documents. The term "Purchasing Agent" means the Purchasing Agent of the Chicago Transit Authority, whose duties and responsibilities are more particularly described in the "Purchase and Sales Regulations and Ordinances of the Chicago Transit Board," and the term "Designee" means any person or persons authorized by the Purchasing Agent to act for the Purchasing Agent in connection with this Contract. The singular shall include the plural and the masculine includes the feminine.

2. COMPLIANCE WITH LAWS:

The bidders shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, City, and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the Contract.

3. BID DEPOSIT:

A proposal shall, when required in the advertisement, be accompanied by cash, a cashier's check, a certified check, a money order or an approved bid bond in the amount shown in the advertisement, and as may be prescribed in the Contract Documents.

All certified, cashier's checks or money orders shall be drawn on a responsible organization doing business in the United States and shall be made payable to the order of the Chicago Transit Authority.

Any bid bond submitted must reference the specific CTA inquiry numbers and have an Alfred M. Best Company "B+" Policyholders Rating and an "X" Financial Rating or better.

The period of the bond must be for not less than ninety (90) days from the date of bid opening.

4. PREPARATION OF PROPOSAL:

The bidder shall prepare his proposal in DUPLICATE on the attached proposal forms, submit one (1) copy and retain one (1) for your records. Unless otherwise stated on the proposal form, all blank spaces on the proposal, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and if required, in words.

If bidder is a Corporation, the President or Vice-President and Secretary or Assistant Secretary, shall execute both copies of the bid. The Corporation shall affix its seal to both copies. In the event that this bid is executed by someone other than the President or Vice-President, a certified copy of that section of the Corporate By-Laws or resolution of the Corporation which permits the person to execute the offer for the Corporation shall be furnished with the proposal.

If bidder is a Partnership or Joint-Venture, all partners or joint-ventures shall execute both copies of the bids unless one partner or joint-venture has been authorized to sign for the Partnership or Joint-Venture, in which case, evidence of such authority satisfactory to the Purchasing Agent shall be submitted with the proposal.

If bidder is a Sole Proprietor, he shall execute both copies of the bid.

A "Partnership," "Joint-Venture" or "Sole Proprietor" operating under an Assumed Name must be registered with the Illinois County in which located, as provided in Chapter 96, Section 4 et seq., Illinois Revised Statutes, as amended.

ALL SIGNATURES MUST BE SWORN TO BEFORE A NOTARY PUBLIC

5. SUBMISSION OF PROPOSALS:

All prospective bidders shall submit **ONE (1) SEALED PROPOSAL** in the envelope provided for that purpose to the CHICAGO TRANSIT AUTHORITY, Bid Office, P.O. Box 7554, Chicago, Illinois 60680-7554; or, if the proposal is submitted in an envelope other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: **bidder's name, address, subject matter of proposal, including identifying numbers, advertised date of bid opening, and the hour designated for the bid opening as shown on the advertisement.**

Where proposals are sent by mail to the CTA Bid Office, the bidders shall be responsible for their delivery to the Bid Office before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened.

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery to the Bid Office before the advertised date and hour for the opening of bids. If the delivery of the proposal is delayed beyond the date and hour set for the bid opening, proposals thus delayed will not be considered and will be returned unopened. The Bid Office hours are Monday through Friday from 8:00 am to 4:30 pm Chicago time, except holidays.

6. WITHDRAWAL OF PROPOSALS:

Bidders may withdraw their proposals at any time prior to the date and hour specified in the advertisement for the receipt of bids. However, no bidder shall withdraw or cancel his proposal for a period of ninety (90) calendar days after said advertised date and hour for the receipt of proposals.

7. RESPONSIBILITY OF BIDDER:

The Authority reserves the right to refuse to accept any proposal from any person, firm or corporation that is in arrears or is in default to the Chicago Transit Authority upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligations to the Authority, or had failed to perform faithfully any previous contract with the Authority.

The bidder, if requested, must present within two (2) working days, evidence satisfactory to the Purchasing Agent or his designee, of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and Contract Documents.

8. CONSIDERATION OF PROPOSALS:

The Authority reserves the right to extend the bid opening date and to reject any or all proposals or any part thereof. The Authority further reserves the right to excuse informalities in the bids and bidding when, in the judgment of the Authority, the best interests of the Authority will be served and the spirit of competition will be maintained.

9. NEGOTIATED CONTRACTS:

The Authority reserves the right to reject all bids received and negotiate a contract with any an all responsible bidders, if the bids received are at unreasonable prices but otherwise acceptable, or for other reasons determined to be clearly in the public's best interest and in accordance with established guidelines.

In the event that negotiations are conducted, the Authority or its duly authorized representative shall have the right to examine and audit books, records, documents and other evidence and accounting procedures and practices, sufficient to reflect properly all costs claimed to have been incurred or anticipated in performing this contract. The Contractor agrees to include in first-tier subcontracts under this contract a clause to the effect that the Authority or duly authorized representative have access to and the right to examine any of the subcontractor's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract.

10. ACCEPTANCE OF PROPOSALS:

The Authority will accept in writing one or more of the proposals or reject all proposals within ninety (90) days from the date of opening the bids, unless the lowest responsible bidder, upon request of the Purchasing Agent or his designee, extend the time of acceptance.

The contract shall not be in force and effect until the Chairman of the Board of the Chicago Transit Authority, or his designee, has affixed his signature to the Contract Document.

11. PERFORMANCE-PAYMENT BOND AND INSURANCE:

When required by the Contract Documents, the successful bidder or bidders shall, within ten (10) working days after acceptance of the bidder's proposal by the Authority, furnish a performance-payment bond in the full amount of the contract on an approved American Institute of Architects (A.I.A.) bond form and/or furnish and keep in force, during the life of the contract, any and all insurance in amounts designated, as provided in the Insurance Requirements, form CTA 415.27 (Revised) attached hereto, with insurance companies acceptable to the Chicago Transit Authority. Any insurance company with less than a (B+) policyholder rating by Alfred M. Best Co. will not be acceptable to the Chicago Transit Authority.

12. FAILURE TO FURNISH BOND OR INSURANCE:

In the event that the bidder fails to furnish the performance-payment bond and/or insurance requirements in said period of ten (10) working days after acceptance of the bidder's proposal, then, the bid deposit of the bidder may be retained by the Authority. This bid deposit may be used as liquidated damages, not as a penalty, to partially cover costs and losses by the Authority.

13. INTERPRETATION OF CONTRACT DOCUMENTS:

If any person contemplating submitting a proposal is in doubt as to the meaning of any part of the Contract Documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued by the Purchasing Agent or his designee. A copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each Addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Oral explanation will not be binding. Bidder must acknowledge receipt of each addendum issued in space provided on the signature page of Proposal Documents.

14. CATALOGS:

Subsequent to bid opening, when requested by the Purchasing Agent or his designee, each bidder shall submit in DUPLICATE, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments, and finishes, necessary to fully describe the material or work he proposes to furnish. This information will be furnished to the Authority within ten (10) calendar days from date of request. Failure to furnish this information may result in the disqualification of the Bid.

15. TRADE NAMES:

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated by the bidder with his proposal.

The reference to the manufacturer's name, trade name, catalog number, or reference, is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, or forwards with the proposal, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by his bid.

The Purchasing Agent, or his designee, hereby reserves the right to approve an "equal" or to reject as not being an "equal," any article the bidder proposes to furnish which contains variations from specification requirements.

16. RETURN OF BID DEPOSIT:

The bid deposit of all bidders, except the two apparent lowest bidders on each contract, will be returned within ten (10) calendar days after the opening of bids. The bid deposit of the two apparent lowest bidders will be returned after the proposal has been accepted by the Authority including the acceptance by the Authority of satisfactory performance-payment bond and/or insurance where such bond or insurance are required.

Within 10 days after the date of opening of bids a bidder may request that a bid bond be substituted for the bid deposit. The Manager, Material Management, may allow substitution of a bid deposit upon application in writing to the Manager, Materials Management, and submittal of a bid bond in an amount equal to the bid deposit. Any bid bond submitted must reference the specific CTA inquiry number and have an Alfred M. Best Company "B+" Policyholders Rating and an "X" Financial Rating.

The period of the bond must be for not less than ninety (90) days from the date of bid opening.

17. TAXES:

Federal Excise Tax does not apply to materials purchased by the Chicago Transit Authority by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax does not apply to materials or services purchased by the Authority by virtue of Statute Chapter 111 2/3 and Section 333, Illinois Revised Statutes as amended. These taxes shall not be included in any of the prices quoted herein. Illinois Tax Exemption Identification number is 15E9978-2987-01. The prices quoted herein shall agree with all Federal Laws and Regulations.

18. ORDER OF PRECEDENCE OF COMPONENT PARTS OF THE CONTRACT DOCUMENTS:

The order of precedence of the component parts of the Contract Documents shall be as follows:

- | | |
|--|--|
| 1. General Conditions | 6. Proposal and Signature and Acceptance forms |
| 2. Special Conditions | 7. Advertisement for Proposals |
| 3. Plans and Drawings, if any | 8. Instructions to Bidders |
| 4. Detailed Specifications | 9. Bond, if required |
| 5. Standard Requirements of State and Federal Government, if any | 10. Insurance, if required |

Any Addenda, which may be issued, shall be a part of these Contract Documents and shall take precedence over any other part of the Contract Documents wherever they conflict therewith.

The foregoing order of precedence shall govern the interpretation of the Contract Documents in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided in other component parts of the Contract Documents.

19. NOTICE:

All communications and notices provided herein shall be in writing, delivered personally or by mail, to the name and address of the accepted bidder as provided on the signature page of the proposal hereof, or to the Chicago Transit Authority. Attention, Purchasing Agent. P.O. Box 7560, Chicago, Illinois 60680-7560.

CONTRACT FOR SUPPLIES

GENERAL CONDITIONS

1. NON-DISCRIMINATION:

The Contractor, in performing under this Contract, shall not discriminate against any worker, employee or applicant or any member of the public, because of race, creed, color, age, sex ancestry, handicap or national origin, nor otherwise commit an unfair employment practice. The Contractor further agrees that this Article will be incorporated by the Contractor in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with the Contract.

The Contractor's attention is called to the provisions of the Illinois Human Rights Act, which are hereby incorporated by reference.

To demonstrate compliance, the Contractor and his subcontractors will furnish such reports and information as requested by Chicago Transit Authority or any Federal, State or local government or agencies that may require such information as a condition of financial assistance in whole or in part.

2. DISADVANTAGED BUSINESS ENTERPRISES:

All parties are hereby notified that in regard to any contract resulting from this invitation to bid, Disadvantaged Business Enterprises will be afforded full opportunity to participate, and will not be discriminated against because of race, color, sex, or national origin in consideration for an award.

3. INDEMNIFICATION:

The contractor shall indemnify, keep and hold harmless the Chicago Transit Authority, its officers, employees and agents against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, of whatever kind, including but not limited to attorney's fees, which may accrue against the Chicago Transit Authority, its officers, employees and agents arising out of, as a result of, or in consequence of the acts or omissions of the Contractor in furtherance of the contract, including acts or omissions of the Contractor's servants, employees, subcontractors, agents, or officers, in the performance of the work covered by the contract.

4. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS:

No contracts shall be assigned or sublet in whole or in part without the written approval of the Purchasing Agent, and in no case shall such written approval relieve the Contractor from his obligations or change the terms of the Contract Documents.

The Contractor shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Purchasing Agent having been first obtained.

5. GUARANTEES AND WARRANTIES:

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent or his designee before final payment on the contract is issued.

6. DELIVERY:

All materials shipped to the Chicago Transit Authority must be shipped F.O.B. destination location. Chicago Metropolitan Area, Illinois. If prior delivery notification is specified, arrangements must be made by the vendor with the Authority's designated receiving location at least 24 hours in advance to arrange for receipt of the materials. The material must then be delivered where directed and as agreed upon.

Unless otherwise specified or agreed upon, truck deliveries to locations other than 567 W. Lake will be accepted not earlier than 7:00 A.M. and not later than 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays. Deliveries to 567 W. Lake shall be made between 8:00 A.M. and 4:00 P.M., on weekdays only.

The quantity of material delivered by truck shall be ascertained from a weight certificate issued by a duly licensed Chicago Public Weigh-Master upon request. In the case of delivery by rail, weight will be ascertained from bill-of-lading from originating line, but the Authority reserves the right to re-weigh at the nearest available railroad scale.

7. DEMURRAGE AND RE-SPOTTING:

The Authority will be responsible for demurrage charges only when such charges accrue because of the Authority's failure to unload the material.

The Authority will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the Authority.

8. MATERIALS INSPECTION AND RESPONSIBILITY:

The Purchasing Agent, or his designee, shall have a right to inspect any materials to be used in carrying out this contract.

The Authority does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. All materials and equipment furnished under the contract shall be new, unless otherwise specifically stated.

The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract.

Materials, components or completed work not complying therewith may be rejected by the Purchasing Agent or his designee and shall be replaced by the Contractor at no cost to the Authority.

Any materials or components rejected shall be removed within a reasonable time from the premises of the Authority, at the entire expense of the Contractor, after written notice has been mailed by the Authority to the Contractor that such materials or components have been rejected.

9. ORDER OF PRECEDENCE OF BEST PRICE:

In determining the best price, the Authority reserves the right to consider the bids in the following order of precedence:

- A. Firm fixed price or charge;
- B. Base price or charge plus escalation specified in Special Conditions, if any;
- C. Base price or charge plus maximum percent or dollar escalation.

In the event that a contract is awarded that includes an escalation provision, the Authority reserves the right to require evidence satisfactory to the Authority which justifies any and all price or charge increases provided under the escalation provision. Such evidence shall be requested in writing within ten (10) working days from receipt of invoices, clearly designating that part of the billing, which reflects the escalated price or charge.

10. PAYMENT:

Payment to Contractor shall be as specified in Special Conditions of this contract.

11. CASH BILLING DISCOUNT:

Cash Billing or percentage discount for payment of invoices within a specified period of time will **not** be considered by CTA in evaluating bids. When determining if it has earned a cash billing discount offered by the contractor, CTA will consider the date of the invoice plus two days for mailing or the date of receipt of the goods or services, whichever is later, and will end on the date the check is mailed in payment of the invoice. If a discount period ends on a Saturday, Sunday or legal holiday, the discount periods will be extended to the next succeeding workday.

12. INVOICES:

Invoices must be sent to the Chicago Transit Authority, Accounting Department, P. O. Box 7565, Chicago, Illinois 60680-7565. Invoices must bear the order number and, if an annual contract, release number as issued. Invoices must not cover more than one order or release number.

13. PRICE REDUCTION:

If the Contractor to whom a contract has been awarded makes a general price reduction effective on or after the date of his bid in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For the purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered—(1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall invoice the Authority as such reduced prices, indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the Contract Documents. The Contractor, in addition, shall within ten (10) days of any general price reduction notify the Purchasing Agent of the Chicago Transit Authority of such reduction by letter. Failure to do so may require termination of this contract.

The Contractor, when required by the Purchasing Agent within ten (10) days after the end of the contract period, shall furnish a statement certifying either—(1) that no general price reduction, as defined herein, was made after the date of the bid or offer, or (2) if any such general price reductions were made, that, as provided herein, they were reported to the Purchasing Agent within ten (10) days, and the Authority was billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include, with respect to each price reduction,—(1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

14. DEFAULT:

(a)The Authority may, subject to the provision of Paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

- (i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
- (ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such other period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure.

(b)In the event the Authority terminates this contract in whole or in part as provided in Paragraph (a) of this clause, the Authority may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Authority for any excess costs for such similar supplies or services. **Provided:** That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c)The Contractor shall not be liable for any excess costs if acceptable evidence has been submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Contractor.

15. DISPUTES:

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of shall be decided after hearing by the Purchasing Agent who shall reduce his decision to writing. This decision shall be final and binding. A copy of the decision shall be communicated to the Contractor as herein provided.

16. EXECUTION:

All business which submit responses or bids and all businesses awarded contracts by the CTA are hereby notified that no contract, modification, amendment, change order or extension, if any, shall be effective, or in any way obligate the CTA, until it has been executed by the CTA signatory duly authorized by the CTA's Regulations, By Laws, and Procedures.

SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
INVITATION FOR BIDS

For Procurements without Federal Funding only

I. POLICY AND TERMS

- A. It is the policy of the Chicago Transit Authority to create a level playing field on which Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26 can compete fairly for contracts financed in whole or in part with funds provided by the Illinois Department of Transportation (IDOT), Regional Transportation Authority (RTA) and the City of Chicago (City).

- B. The Authority has established the following DBE participation goal for this project:

Disadvantaged Business Enterprise Goal: 30%

- C. The DBE participation goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE participation goal is based on the bidder's operating expenses and not on the total anticipated revenue to be generated by the contract. The bidder may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below.
- D. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options and change orders. The bidder agrees to make its best effort to include DBE participation in any contract modification work.
- E. The goal may be met, as further explained in Section IV hereof, by bidder's status as a DBE, by a joint venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section V hereof.
- F. All documentation of good faith efforts by a bidder **must** be included in the envelope or package containing the bid.
- G. The Authority prohibits agreements between a bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders.

II. DEFINITIONS

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

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

- B. **“Bid”** includes the following Authority purchasing requests: Invitation for Bids (IFB).
- C. **“Bidder”** includes bidders and contractors. The terms “Bidder” and “Contractor” may be used interchangeably in these Special Conditions.
- D. **“Disadvantaged Business Enterprise” or “DBE”** means a small business certified by the Illinois Universal Certification Program (IL UCP) as a business owned and controlled by socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR, Part 26.
- E. **“Directory”** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the “IL UCP DBE Directory”. The directory is available at the Authority’s web site. Bidders are responsible for verifying the current certification status of all proposed DBE’s.
- F. **“Good Faith Efforts”** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- G. **“IL UCP”** means the Illinois Unified Certification Program.
- H. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Bidders may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

In order to qualify for credit as a DBE, the DBE must be responsible for a distinct, clearly defined portion of the work and the DBE must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

- I. **“Purchasing Agent”** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- J. **“Small Business Concern”** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.570 million, or as revised from time to time, over the three (3) previous fiscal years.
- K. **“Socially and Economically Disadvantaged Individuals”** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
 - 1. **“Black Americans”**, which includes persons having origins in any of the Black racial groups of Africa;
 - 2. **“Hispanic Americans”**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - 3. **“Native Americans”**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - 4. **“Asian-Pacific Americans”**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
 - 5. **“Subcontinent Asian Americans”**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
 - 6. **Women.**

7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

III. JOINT VENTURES

Contractors may develop joint venture agreements. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and a non-DBE firm. The General Manager, DBE Program, will evaluate the joint venture agreement submitted on behalf of the proposed joint venture and all related documents to determine whether the DBE requirements have been satisfied. In addition, the General Manager, DBE Program, will consider the record of the joint venturers as joint venturers on other Authority contracts, if any. The decision of the General Manager, DBE Program, regarding eligibility of the joint venture shall be final.

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

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

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

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

To determine whether a firm is performing a commercially useful function, the General Manager, DBE Program, will evaluate the amount of work subcontracted, industry practices and other relevant factors. The General Manager, DBE Program, reserves the right to deny or limit DBE credit to the bidder where any

DBE is found to be engaged in substantial pass-through activities with others. DBE participation shall be counted toward the DBE goal in the contract as follows:

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

V. GOOD FAITH EFFORTS

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

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

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

- A.** Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- B.** Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C.** Written notification to capable DBEs that their interest in the contract is solicited.
- D.** Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - 1.** The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact.

2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 3. A statement explaining why additional agreements with DBEs were not reached.
- E. For each DBE the bidder contacted but rejected as unqualified, the reason for the bidder's conclusion.
 - F. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or the Authority.
 - G. Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
 - H. Documentation that the bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
 - I. Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
 - J. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
 - K. Documentation of use of DBEs on other contracts with the Authority.

VI. PROCEDURE TO DETERMINE BID COMPLIANCE

The bidder **MUST** complete and sign Schedule D to the Contract documents and must also sign Schedule C. If the bidder is a joint venture, the bidder **MUST** complete and sign Schedule B. Schedule C **MUST** be completed and signed by the DBE subcontractor(s). All Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed bid. In addition, any documentation evidencing the bidder's good faith efforts to meet the contract DBE goal must be submitted with the bid. Any bidders submitting bids without completed and executed Schedules C & D and/or evidence of good faith efforts, if applicable will be deemed non-responsive.

A. Letters of Certification

1. A copy of each proposed DBE firm's current Letter of Certification or Re-certification from the IL UCP should be submitted with the bid. **ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-**

CERTIFICATIONS. This means that the DBE's certification must be issued by the IL UCP before the due date for bids.

2. All Letters of Certification or Re-certification issued by the IL UCP include a statement of the DBE firm's area of specialization (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work set forth on Schedule C must conform to its stated area of specialization. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE firm must request an expansion of its area of specialization from its certifying agency in writing prior to the time set by the Authority for bid opening. Further, the DBE's request must be agreed to by the General Manager, DBE Program, and the DBE firm must be certified prior to the **DUE DATE FOR BIDS**.

B. Joint Ventures

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

C. Bidders' List

The Bidder must also create a bidders list, consisting of information about all subcontractors that submitted a bid or a quote. The bidders list must include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. The form for the bidders list suggested by the Authority can be found in the DBE forms section of the IFB documents. Failure to submit this information will result in the firm being deemed non-responsible for the contract.

VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The bidder shall, within seven (7) calendar days of contract award, or prior to any work being performed by the DBE subcontractor, execute written subcontracts or purchase orders with the DBE subcontractors included in the bid. In the event the bidder cannot complete the agreement with one or more DBE subcontractors within this seven day period, the bidder must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the General Manager, DBE Program. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the bidder and its subcontractors must contain a prompt payment clause as required by the Local Government Prompt Payment Act, 50 ILCS 505/9. (See section X.C. hereof.)
- B. During the term of annual contracts, the bidder shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the Authority. The frequency with which these reports are to be submitted will be determined by the General Manager, DBE Program, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the General Manager, DBE Program, the bidder's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the Authority, indicating final DBE payments shall be submitted directly to the General Manager, DBE Program. This status report must be submitted prior to or at the same time as the bidder submits its final invoice to the Authority user department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the Authority department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the General Manager, DBE Program.) **Failure to follow these directions may delay final payment.**
- D. The address for the General Manager, DBE Program, is: CTA General Manager, Diversity and Small Business Compliance Programs Department, 567 W. Lake Street, P.O. Box 7562, Chicago, IL 60680-7562.

VIII. DBE SUBSTITUTIONS

- A. Arbitrary changes by the bidder of the commitments previously indicated in **Schedule D** are prohibited. No changes may be made by the bidder to the DBE firms listed on Schedule D after the opening of bids but prior to contract award. However, in the event the Purchasing Agent, after consulting with the DBE Department, determines that a critical DBE subcontractor is non-responsible, the

Authority may require that bidder replace the non-responsible DBE subcontractor prior to contract award. In that event, bidder must replace the non-responsible DBE subcontractor with a responsible, certified DBE subcontractor or show adequate good faith efforts as set forth Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the General Manager, DBE Program for such substitution.

- B.** Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C.** It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:

 - 1. The Contractor must immediately notify the General Manager, DBE Program, in writing, of the proposed substitution of subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 - 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 - 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).
 - 4. If the subcontractor to be substituted for the DBE is not a DBE, the Contractor must show adequate good faith efforts as set forth in Section V hereof.

5. The Contractor's request for approval of a substitution must include the name, address, and principal official of the proposed substitute subcontractor and the dollar value and scope of work of the proposed subcontract. If the new subcontractor is a DBE, new **Schedules C and D** as well as all DBE affidavits and documents required by **Schedule C** shall be attached.
 6. The Authority will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of a substitution. The Authority's response may approve the request, seek more information, and request an interview to clarify the problem or reject the proposed DBE substitution, with the reasons for the rejection stated in the Authority's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Authority will respond as soon as practicable.
 7. Actual substitution by the Contractor may not be made prior to the Authority's approval. Once notified of the Authority's approval, the substitute subcontract must be executed within five (5) calendar days, and a copy submitted to the General Manager, DBE Program.
- C. The Authority will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary in order to comply with the DBE requirements of the contract.

IX. NON-COMPLIANCE

- A. Failure to comply with the DBE requirements of the contract or failure to use DBEs as stated in the bid constitutes a material breach of contract. The General Manager, DBE Program, shall have the discretion to recommend to the Authority's Purchasing Agent that the Purchasing Agent apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; and debarring or suspending the Contractor from entering into future contracts with the Authority.
- B. The failure by the Contractor to use a DBE subcontractor to the extent the Contractor committed to use said DBE gives the underutilized DBE subcontractor specific contract remedies, including the right to damages, the right to resolve the dispute by binding arbitration before an independent arbitrator and the right to recover its reasonable expenses, including attorneys' fees, if the DBE is the prevailing party, as follows:
1. Damages. In the event the Contractor has not complied with the contractual DBE percentage and the change to the contractual DBE usage

has not been approved by the Authority, an affected DBE may recover from the Contractor damages suffered by said DBE as a result of being underutilized. This provision is intended for the benefit of any DBE affected by underutilization and grants such entity third party beneficiary rights. Any rights conferred by this provision are non-waivable and take precedence over any conflicting provisions in the agreement between the Contractor and the DBE.

2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.
 3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.
 4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- C. If the Contractor does not pay any subcontractor or material supplier listed on a pay request, or if a subcontractor or material supplier does not pay any lower tier subcontractor or supplier, within the 15 day time limit set forth in the Local Government Prompt Payment Act, 50 ILCS 5055/9 ("Prompt Payment Act"), the Contractor must pay the subcontractor/material supplier an additional amount for interest at the rate of two percent (2%) per month (or, the amount provided in the Prompt Payment Act, as amended) on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the subcontractor/supplier. Provided that, in the event the Contractor receives less than full payment from the Authority and/or the Contractor has rejected the subcontractor/supplier's work or materials, the Contractor's obligations to make payment are limited by the provisions of the Prompt Payment Act. All agreements between the Contractor and its subcontractors/supplier and with lower tier subcontractors/suppliers must provide for payment and interest as set forth herein.

- D.** The Contractor agrees to include the following assurance in all of its subcontracts: "The Contractor and subcontractor shall comply with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-100, et seq.) and the Illinois Public Works Employment Discrimination Act (775 ILCS 5/10/0.01, et seq) and shall refrain from unlawful discrimination under Illinois law in the performance of this contract. The failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate."
- E.** In addition, under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract. 720 ILCS 5/17-29.

X. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs and shall retain these records for a period of at least three (3) years after final acceptance of the work. Full access to said records shall be granted to the Authority and its Inspector General, its Federal and/or State funding agencies, the U.S. Department of Justice, the USDOT and any duly authorized representatives thereof. In addition, the Contractor shall, at all times, cooperate with the Authority's Inspector General.

XI. MINORITY FINANCIAL INSTITUTIONS

The bidder is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of bidder's willingness to do business with DBEs. Information about such institutions is available in the Authority's DBE Program Directory, which is available on-line at www.transitchicago.com and a hard copy is available at the Authority's DBE Program Office, 567 W. Lake Street, 4th floor, Chicago, Illinois 60661-1498.

DBE Technical Assistance Agencies

Alliance of Business Leaders & Entrepreneurs (ABLE) 150 North Michigan Avenue, Suite 2800 Chicago, IL 60601 Contact: Donna Gaines, Executive Director Phone: (312) 624-7733 Fax: (312) 275-7841 Email: dgaines@ablechicago.com Website: www.ablechicago.com	Association of Asian Construction Enterprises (AACE) 5500 West Touhy Avenue, Unit K Skokie, IL 60077 Contact: Perry A. Nakachi, President Phone: (847) 673-7377 Fax: (847) 673-2358 Email: nakmancorp@aol.com Website: N/A
Black Contractor United (BCU) 400 West 76 th Street, Suite 200 Chicago, IL 60620 Contact: Florence Cox, Executive Director Phone: (773) 483-4000 Fax: (773) 483-4150 Email: bcunewera@ameritech.net Website: www.blackcontractorsunited.com	Chicago Area Gay & Lesbian Chamber of Commerce (GLCC) 3656 North Halsted Chicago, IL 60613 Contact: Christina Pinson, Executive Director Phone: (773) 303-0167 Fax: (773) 303-0168 Email: cpinson@glchamber.org Website: www.glchamber.org
Chicago Minority Business Development Council, Inc. (CMBDC) 1 East Wacker Drive, Suite 1200 Chicago, IL 60601 Contact: Shelia Hill, President Contact: Phillip Barreda, VP Phone: (312) 755-8880 Fax: (312) 755-8890 Email: shill@cmbdc.org Email: pbarreda@cmbdc.org Website: www.cmbdc.org	Chicago Urban League (CUL) 4510 South Michigan Avenue Chicago, IL 60653 Contact: Herman Brewer Phone: (773) 285-5800 Fax: (773) 285-7772 Email: hbrewer@thechicagourbanleague.org Website: www.thechicagourbanleague.org
Chicagoland Chamber of Commerce (CCC) Aon Center, 200 East Randolph Street, Suite 2200 Chicago, IL 60601 Contact: Gerald "Jerry" Roper, President & CEO Contact: Michael "Mike" Mini Phone: (312) 494-6710 / (312) 494-6787 Fax: (312) 861-0660 Email: jroper@chicagolandchamber.org Email: mmini@chicagolandchamber.org Website: www.chicagolandchamber.org	Cosmopolitan Chamber of Commerce (COSMO) 203 North Wabash Street, Suite 518 Chicago, IL 60661 Contact: Carnice Carey, Executive Director Contact: Miriam Cleary, Program Assistant Phone: (312) 499-0611 Fax: (312) 701-0095 Email: ccarey@cosmococ.org Email: mcleary@cosmococ.org Website: www.cosmococ.org

DBE Technical Assistance Agencies (Continued)

<p>Federation of Women Contractors (FWC) 5650 South Archer Avenue Chicago, IL 60638 Contact: Beth Doria, Executive Director Phone: (312) 360-1122 Fax: (312) 360-0239 Email: www.fwcchicago@aol.com Website: www.fwcchicago.com</p>	<p>Hispanic-American Construction Industry Association (HACIA) 901 West Jackson Blvd., Suite 205 Chicago, IL 60607 Contact: Paul Cerpa, Executive Director Contact: Jackie Gomez, Program Director Phone: (312) 666-5910 / ext. 22 Fax: (312) 666-5692 Email: pcerpa@haciaworks.org Email: jgomez@haciaworks.org Website: www.haciaworks.org</p>
<p>Illinois Hispanic Chamber of Commerce (IHCC) 111 West Washington Blvd., Suite 1600 Chicago, IL 60602 Contact: Omar Duque, President & CEO Contact: Silvia Bonilla, Director Phone: (312) 425-9500 / (312) 492-9960 Fax: (312) 425-9510 Email: oduque@ihccbbusiness.net Email: sbonilla@ihccbbusiness.net Website: www.ihccbbusiness.net</p>	<p>Illinois SBDC at Chicago Community Ventures (CCV) 105 West Adams, Suite 2300 (Entrance on Clark St.) Chicago, IL 60603 Contact: Anita Collins, Co-President Contact: Tom Cassell, Director Phone: (312) 960-0322 Fax: (312) 960-0310 Email: ahollins@chiventures.org Email: tcassell@chiventures.org / sbdc@chiventures.org Website: www.chiventures.org</p>
<p>Illinois SBDC at Greater Northwest Chicago Development Corp. (GNCDC) 6600 West Armitage Avenue – 2nd Floor Chicago, IL 60707-3908 Contact: Reid Mackin, Director Phone: (773) 637-2416 ext. 230 / (773) 637-2768 Fax: (773) 637-2698 Email: sbdc@gncdc.org Website: www.gncdc.org</p>	<p>Illinois SBDC at Industrial Council of Near west Chicago (ICNC) 2010 West Fulton Street, Suite 280 Chicago, IL 60612 Contact: Andrew Fogaty, Director Contact: Denise Ching, Manager Phone: (312) 433-2373 / (312) 421-3941 Fax: (312) 421-1871 Email: sbdc@industrialcouncil.com Website: www.industrialcouncil.com</p>
<p>Illinois SBDC, PTAC, ITC and NOC at North Business & Industrial Council (NORBIC) 5353 West Armstrong Avenue – 2nd Floor Chicago, IL 60646-6509 Contact: Pam McDonough, CEO & President Contact: Jack McInerney, Director Phone: (773) 594-9292 Fax: (773) 594-9416 Email: jmcinernev@norbic.org Website: www.norbic.org</p>	<p>Illinois SBDC at University of Illinois at Chicago (UIC) College of Business Administration (MC 090) 815 West Van Buren, Suite 320 Chicago, IL 60607 Contact: Joseph A. DeLaGarza, Director Contact: Victoria Gheorghe, Assistant Director Phone: (312) 413-8139 / (312) 413-8130 Fax: (312) 355-3604 Email: delagarza@uic.edu / sbdc@uic.edu Email: gheorghe@uic.edu Website: www.cub.cba.uic.edu</p>

DBE Technical Assistance Agencies (Continued)

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

Project Information/DBE Directory of Certified DBEs.

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

BIDDERS LIST

BID NO. _____

DATE: _____

JOB ORDER NO. _____

BID DUE DATE: _____

BUS. PHONE NO. _____

ADDRESS: _____

CITY: _____

STATE: _____

CONTACT PERSON: _____

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

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

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

Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED.

- I. **Name of joint venture:** _____
Address of joint venture: _____

Phone number of joint venture: _____
- II. **Identify each non-DBE venturer(s):**
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- III. **Identify each DBE venturer(s):**
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- IV. **Describe the role(s) of the DBE venturer(s) in the joint venture:**

- V. **Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.
- VI. **Attach a copy of the current IL UCP Letter of Certification for each DBE joint venturer.**
- VII. **Ownership of the Joint Venture:**
A. **What is the percentage(s) of DBE ownership in the joint venture?**

DBE ownership percentage(s): _____
Non-DBE ownership percentage(s): _____

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VII. Ownership of the Joint Venture (continued):

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

1. Sharing of profit and loss: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

A. Joint venture check signing:

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

IX. Financial Controls of Joint Venture:

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

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

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

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

_____ Name of DBE Partner Firm	_____ Name of Non-DBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant (Type or Print)	_____ Name and Title of Affiant (Type or Print)
_____ Date	_____ Date

On this _____ day of _____, 20____, the above-signed Officers of

(Name of Joint Venture)

personally known to me as the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

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

Signature of Notary Public

My Commission Expires: _____

SEAL

**Schedule C:
LETTER OF INTENT FROM DBE**

Sub-Contracting Levels

%_____ of the dollar amount of the DBE's subcontract will be sublet to non-DBE contractors.

%_____ of the dollar amount of the DBE's subcontract will be sublet to DBE contractors.

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

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

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

(Signature of Owner, President or Authorized Agent of DBE)

Name/Title (Print)

Date

Phone

If proposing to perform as a DBE/non-DBE Joint Venture:

(Signature of Owner, President or Authorized Agent of non-DBE)

Name/Title (Print)

Date

Phone

On this _____ day of _____, 20____, the above-signed Officer

(Name of DBE company)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule D: DBE UTILIZATION PLAN

Bidder's or Proposer's failure to submit both pages of this form with its bid will result in the bid being rejected in its entirety

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

State of _____

County (City) of _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and duly authorized representative of
(Title of Affiant)

(Name of Prime Contractor)

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

[illegible]

Total Dollar Amount for All DBE Contracts Listed Above: \$ _____

**Schedule D:
AFFIDAVIT OF PRIME CONTRACTOR**

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

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by this
Schedule D and accompanying Schedules, and will enter into such agreements within five (5) calendar days
after receipt of the contract executed by the Chicago Transit Authority. In the event the Prime Contractor
cannot meet said five (5) day schedule, it must provide a written explanation for the delay and an estimate
date by which the written agreement will be completed.

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

(Name - Please Print or Type)

(Phone)

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

(Name of Prime Contractor – Print or Type)

(Signature)

(Name and Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

STANDARD GOVERNMENT REQUIREMENTS FOR MATERIAL AND EQUIPMENT PURCHASES

This contract is subject to financial assistance contracts between the U.S. Department of Transportation (DOT), Urban Mass Transportation Administration (UMTA), the State of Illinois Department of Transportation (IDOT), Division of Public Transportation (DPT), and the Chicago Transit Authority (CTA).

The following clauses shall be included as part of the specification for the proposed contract and for each of its related subcontracts.

- A. CONTRACT CHANGES.** "Any proposed change in this contract shall be submitted to the Chicago Transit Authority for its prior written approval.
- B. INTEREST OF MEMBERS OF CONGRESS.** No members of, or delegate to, the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
- C. PROHIBITED INTERESTS.** "No member, or officer, or employee of Chicago Transit Authority or a local public body with financial interest or control in this contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."
- D. INELIGIBLE CONTRACTORS.** Contractors are required to certify that they ARE NOT included on the U.S. Comptroller General's Consolidated List of persons or firms currently debarred for violations of various Public Contracts incorporating labor standards provisions.
- E. NONDISCRIMINATION.** "In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry or handicap. The contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, ancestry or handicap. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship."
- F. ILLINOIS HUMAN RIGHTS ACT – Equal Employment Opportunity.** During the performance of this contract, 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, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are under utilized and will take appropriate affirmative action to rectify any such underutilization.
 2. 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 contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
 3. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
 4. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails 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."
- G. ENVIRONMENTAL AND ENERGY PROTECTION AND CONSERVATION REQUIREMENTS.** All facilities and equipment will meet the criteria for air and water pollution control and energy conservation as follows:
- "All facilities and equipment acquired, constructed, reconstructed, or improved using UMTA and DPT grant funds, shall be designed and equipped to prevent or control air and water pollution in accordance with criteria issued by the Department of Health, Education and Welfare. However, in those locations where State or local air and water pollution regulations are in force, the more restrictive criteria shall govern."

"All contractors and suppliers must submit evidence to CTA that the governing air and water pollution criteria will be met. This evidence and related documents will be retained by the sponsor for on site examination by UMTA and DPT representatives."

"All contractors and suppliers shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.)."

H. DISADVANTAGED BUSINESS ENTERPRISE

AUTHORITY: Department of Transportation Regulations 49 CFR, Part 23 and Section 106 (C) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURAA),

1. **Policy:** It is the policy of the Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in DOT Regulations 49 CFR, Part 23 and Section 106 (C) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURAA), shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this contract. Consequently, the DBE requirements of 49 CFR, Part 23 and Section 106(c) of STURAA apply to this contract.
2. **DBE Obligation:** Bidders agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR, Part 23 and Section 106 (C) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURAA), have the maximum practicable opportunity to participate in the performance of contract and subcontract activities financed in whole or in part with federal funds provided under this agreement. Bidders shall take all necessary and reasonable steps in accordance with the above authority to ensure that Disadvantaged Business Enterprises have the maximum practicable opportunity to compete for and perform as subcontractors. Prime contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT assisted contracts.

"Disadvantaged Business" means a small business concern:

- (a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- (b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"The Small Business Act" defines small for the purpose of Government procurement as a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is bidding on Government contracts and can further qualify under the criteria set forth in Section 13 CFR, Part 121, 3-8.

"Socially and Economically Disadvantaged Individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans; Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans including women regardless of their ethnic origin or race and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

3. In connection with the performance of this contract, the prime contractor will cooperate with CTA in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprise (DBE) and will insure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement contract.
4. **Goals:** The Disadvantaged Business Enterprise (DBE) goal established for this contract is contained in the Proposal section of this document. Failure to fully comply with the DBE goal may result in your bid being rejected in its entirety. Also, included is the DBE Participation Statement, Form 715.18, which must be completed, executed and submitted to CTA along with your bid. Bidders who fail to meet the DBE goal and fail to demonstrate their good faith efforts to meet the goal in accordance with the guidelines contained in the section entitled **"Grant of Relief For Bidders: Waiver of DBE Goals"** may not be eligible to be awarded the contract.

In the event the prime contractor chooses to alter this list after contract award, the prime contractor must be able to demonstrate that the named DBE subcontractor is unable to perform because of default or overextension on other projects or provide other similar justification for CTA's approval. It is not intended that a prime contractor's ability to negotiate a more advantageous contract with another subcontractor be considered valid basis for change.

Substitution of a named DBE subcontractor by the prime bidder/ contractor both before and/ or after award of contract, requires the replacement be a DBE subcontractor and must be approved by CTA. CTA, solely, will determine the acceptance or rejection of any justification for substitution of any named DBE subcontractor by the bidder/ prime contractor.

Agreements between a bidder and a DBE in which the DBE promises **not** to provide subcontracting quotations to other bidders are prohibited.

5. GRANT OF RELIEF FOR BIDDERS: WAIVER OF DBE GOALS

- A. If bidder or proposer find it impossible to fully meet the DBE goal of this contract, the bid or proposal **must** include a signed petition for grant of relief from this requirement on bidder or proposer's letterhead, accompanied by documentation showing that all reasonable "good faith" efforts were made toward fulfilling the goal.
- B. The bidder or proposer requesting a waiver or variance of the DBE goal should generally demonstrate the following in its petition:
 - 1) Evidence of direct negotiations with DBE firms including, at a minimum:
 - a) the names, addresses and telephone numbers of DBE firms contacted;
 - b) a description of the information provided to the DBE firms regarding potential work to be performed; and
 - c) a statement indicating why negotiation failed to result in any agreement;
 - 2) A detailed statement of efforts made to identify and select portions of direct contract work to be performed by DBE firms;
 - 3) A detailed statement of the efforts made to identify opportunities for DBE firms to perform work for the bidder/ proposer where such DBE contracting would not be directly related to the performance of this contract;
 - 4) Evidence of the bidder/ proposer's general affirmative action policies regarding the utilization of DBE firms, including an exposition of methods used to carry out these policies; and
 - 5) Evidence of the bidder/ proposer's past performance with regard to the participation of DBE firms in Chicago Transit Authority contracts and in proportion with the bidder/ proposer's overall expenditures for goods and services.
- C. If bidder or proposer does not meet the DBE goal, price alone shall not be an acceptable basis for which the bidder may reject the DBE subbid unless the bidder/proposer can show to the satisfaction of CTA that no reasonable price can be obtained from a DBE. A determination of reasonable price is based on such factors as CTA's estimate for the specific subcontracts, and the average of the bona fide prices quoted for the specific subcontract. A DBE bid for subcontract will be presumed to be unreasonable if the DBE's price exceeds the average price quoted by more than fifteen (15) percent.

6. Bidders that fail to meet DBE goal and fail to demonstrate sufficient reasonable efforts shall not be eligible to be awarded the contract.

- 7. To insure that all obligations under contracts awarded to DBE's are met, CTA shall review the prime contractor's DBE involvement efforts during the performance of the contract. The prime contractor shall bring to the attention of CTA any situation in which regularly scheduled progress payments are not made to DBE subcontractors.
- 8. Should the prime contractor fail to meet the DBE goals, he must submit to CTA justification for this failure and provide the information contained in DOT Regulation 49 CFR, Part 23 and Section 106 (C) of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURAA). CTA, solely, will determine the acceptance or rejection of any justification for failure to meet established goals. Guidelines for such justification are contained in item #5 above.
- 9. The contractor is bound by the above specified regulations whether it is mentioned in its entirety or by reference in the above.

I. SPECIFIC MATERIALS AND/ OR SPECIFIC EQUIPMENT. Wherever in these Specification an article, equipment or material is defined by describing a proprietary product or by using the name of a manufacturer or vendor or trade name including catalogue numbers and/ or part numbers and/ or drawing numbers, the term "or equal" if not inserted shall be implied. The specific article, equipment or material mentioned shall be understood as establishing the type, function and minimum standard of design, efficiency, quality and performance desired and shall not be construed in such a manner as to exclude manufacturer's products or comparable design, efficiency, quality and performance. CTA Engineers shall decide whether or not the article, equipment or material proposed by the bidder or contractor is equal to that specified in the Specification.

J. TERMINATION OF CONTRACT. Chicago Transit Authority reserves the right to terminate this contract at any time after date of contract, with or without cause, by giving the contractor, in writing, a notice of termination. The notice shall be mailed certified to the contractor at his business address, and the effective date of termination shall be the date of receipt of the notice as shown on the certified mail return receipt. The Chicago Transit Authority shall pay the contractor for the sums then due for acceptable services performed in accordance with this contract and costs incurred in connection therewith up to the termination date.

K. CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS. The contractor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime contractor in the case of subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.

L. THIS CONTRACT DOES NOT INCLUDE PROVISIONS FOR ESCALATION.

M. PATENT RIGHTS

1. Contractors may reserve a revocable, nonexclusive, royalty-free license in each patent application filed in any country or each invention subject to this clause and resulting patent in which the Government acquires title. The license shall extend to the third-party contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the third-party contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the third-party contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of UMTA except when transferred to the successor of that part of the third party contractor's business to which the invention pertains.
2. The third-party contractor's nonexclusive domestic license retained pursuant to paragraph (1) of this clause may be revoked or modified by UMTA to the extent necessary to achieve expeditious practical application of the Subject invention under 41 C.F.R. 101-4. 103-3 pursuant to an application for exclusive license submitted in accordance with 41 C.F.R. 101-4. 104-3. This license shall not be revoked in that field of use and/or the geographical areas in which the third-party contractor has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public. The third-party contractor's nonexclusive license in any foreign country reserved pursuant to paragraph (1) of this clause may be revoked or modified at the discretion of UMTA to the extent the third-party contractor or his domestic subsidiaries or affiliates have failed to achieve the practical application of the invention in that foreign country.
3. Before modification or revocation of the license, pursuant to paragraph (2) of this clause, UMTA shall furnish the third-party contractor a written notice of its intention to modify or revoke the license and the third-party contractor shall be allowed 30 days (or such longer period as may be authorized by UMTA for good cause shown in writing by the third-party contractor) after the notice to show cause why the license should not be modified or revoked. The third-party contractor shall have the right to appeal, in accordance with procedures prescribed by UMTA any decision concerning the modification or revocation of his license.

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS**

In addition to the Standard Government Requirements for Material and Equipment Purchases, the Contractor is also required to comply with the following clauses required by the U.S. Department of Transportation Federal Transit Administration as applicable.

1. **Seismic Safety Requirements** – The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
2. **Recycled Products** – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
3. **No Obligation by the Federal Government** – The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party pertaining to any matter resulting from the underlying contract.
4. **Privacy Act** – The following requirements apply to a Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.
 - A) The Contractor agrees to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC subsection 552a. The Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
 - B) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with FTA funding.
5. **Access to Records and Reports** – The following access to records requirement apply to this Contract.
 - A) The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any other authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examination, excerpts and transcriptions. Contractor also agrees, pursuant to 49C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives access to Contractor's records and construction sites pertaining to a major capital project, defined at 49U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49U.S.C. 5307, 5309, or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
 - B) For any contract for a capital project or improvement entered into which was not the result of competitive bidding, the Contractor shall make available records related to the Contract to the Authority, the FTA and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - C) The Contractor agrees to permit the authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.

D) The Contractor agrees to maintain all books, records, accounts and reports required under this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same under the Authority, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

6. **Fraud and False or Fraudulent Statements or Related Acts** – The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq and U.S. Department of Transportation and FTA regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, apply to its actions pertaining to this Contract.

By submitting a proposal and execution of the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it may make, or causes to be made, pertaining to the Contract Documents. In addition to other penalties that may be applicable the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor. The Contractor also acknowledges that it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. subsection 5307, the Government reserves the right to impose the penalties of 18 U.S.C. subsection 5307, the Government reserves the right to impose the penalties of 18 U.S.C. subsection 1001 and 49 U.S.C. subsection 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above language in each subcontract without modification, except to identify the subcontractor who will be subject to the provisions.

7. **Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.
8. **Clean Air** – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (7401 et seq.). The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.
9. **Federal Changes** – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (4) dated October 1, 1997) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

BID PROTEST PROCEDURES

SECTION I -AUTHORITY BID PROTEST PROCEDURE

A. The Chicago Transit Authority (CTA/ Authority) will hear and consider a bona fide bid protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Authority. Accordingly, the Authority intends to provide a thorough review of all bona fide bid protests. The Authority's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of bid protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in the Contract Documents of resolving a procurement issue before filing a formal protest with the Authority. In its consideration of a bid protest, the Authority reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

Note. The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

B. Definitions For purposes of this section -

1. The term "days" refers to working days of the Authority
2. The term "interested party" means any person (a) who is an actual bidder or prospective bidder in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

C. Submission of Protests

Any interested party may file a bid protest with the Authority on the basis that the Authority has failed to comply with applicable Federal or State law or with the Authority's Procurement Regulations. The protest must be filed in accordance with the timing requirements set forth in Subsection D of this section, and must include:

1. The name and address of the protestor,
2. The number of the contract solicitation;
3. A statement of the grounds for the protest, and in particular the Federal or State law or Authority Regulation alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision.

Protests should be submitted to: **General Manager, Purchasing
Chicago Transit Authority
P.O. Box 7560
Chicago, IL 60680-7560**

D. Types of Protests and Timing

The requirement for timely filing of a bid protest with the Authority will depend upon the type of protests involved. The Authority will consider the following three types of protests by interested parties:

1. Protests regarding solicitation

Any bid protest regarding the solicitation by the Authority must be filed **no later than five (5) days before the opening of bids**. Any protest filed after that date which raises issues regarding the solicitation will not be considered by the Authority.

This type of protest would include any claim that the bid solicitation contained exclusionary or discriminatory specifications, any challenge to the basis of award, or any claim that the solicitation documents or the solicitation process violated applicable Federal or State law, or Did the Authority failed to follow its Procurement Regulations in the solicitation of bids.

2. Protests regarding bid evaluation

Any bid protest regarding the evaluation of bids by the Authority must be filed with the Authority no later than twenty (20) days after the opening of bids. Any protest filed after such date which raises issues regarding the bid evaluation will not be considered by the Authority.

This type of protest would include any challenge to determinations by the Authority of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated Federal or State law or the Authority's Procurement Regulations.

3. Protests Regarding Award of Contract

Any protest regarding the award of the contract must be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after that date will not be considered by the Authority.

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the Authority violated Federal or State law or its Procurement Regulations in the award of the contract.

E. Authority Response

1. Types of Protests

The Authority will notify the protestor upon timely receipt of a bid protest and may, where appropriate, request additional information from the protestor. The Authority may, at its discretion, meet with the protestor to review the matters raised by the protest. The Authority's consideration of the particular types of protests will, except as otherwise provided in Paragraph 2 of this subsection, be in accordance with the following provisions:

a. Protests regarding solicitation

Upon receipt of a timely filed protest regarding the solicitation, the Authority will postpone the opening of bids until resolution of the protest. No additional bids will be accepted during the period of postponement.

If the protest regarding the solicitation involves a claim of unduly restrictive or exclusionary specifications, the Authority will, in evaluating the protest consider both the specific need of the Authority for the feature or item challenged and any effects on competition of including the specification regarding that feature or item. If the Authority determines that such feature or item was included in the specification in order to meet justified and valid transit needs of the Authority, and was not unduly restrictive of competition or designed to exclude a particular competitor, then the Authority will have grounds to deny the protest.

b. Protests regarding bid evaluation

Upon receipt of a timely filed protest regarding the evaluation of bids, the Authority will suspend its evaluation of all bids submitted until resolution of the protest if the Authority determines that the protestor has established that there are reasonable doubts regarding the responsiveness of a bid or the responsibility of a bidder or regarding the Authority's compliance with Federal or State law or its Procurement Regulations.

c. Protests after award

Upon receipt of a timely filed protest regarding the award of a contract, the Authority will issue a stop work order, if necessary, until the resolution of the protest if the Authority

determines that the protestor has established a Prima facie case that the contract was awarded fraudulently or in violation of that Federal or State law or the Authority's Procurement Regulations.

2. Decisions by Authority

As indicated above, in most instances the Authority will suspend the procurement process upon receipt of a bona fide bid protest. However, the Authority reserves the right, notwithstanding the pendency of a protest to proceed with the appropriate action in the procurement process or under the contract in the following cases

- a. where the item to be procured is urgently required;
- b. where the Authority determines that the protest was vexatious or frivolous; and
- c. where delivery or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly.

After review of a bid protest submitted under this section, the Authority will issue a written decision on the basis of the information provided by the protestor, the results of any meetings with the protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, including resolicitation of bids, revised evaluation of bids or Authority determinations, or termination of the contract. If the contract is denied, the Authority will lift any suspension imposed and proceed with the procurement process or the contract, as the case may be.

The availability of review of bid protests by FTA is described in Section II. As noted in that section, under FTA's revised procurement guidelines the role of the Federal government in bid protest review is quite limited.

SECTION II - FTA BID PROTEST PROCEDURE

Under FTA Circular 4220.1 D, reviews of protests by FTA will be limited to claims that the CTA failed to have or follow protest procedures, or claims that CTA failed to review a complaint or protest. A protester must exhaust all administrative remedies with the CTA before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

**SPECIAL CONDITIONS
CONTRACT NO. B09OP01146
SPECIFICATION NO. CTA 421-07; 9399-07**

ELECTRONIC FUND TRANSFER

CTA has adopted Electronic Fund Transfer (EFT) as the preferred method of payment for vendor invoices. An EFT enrollment form will be provided to the successful bidder with the executed contract and must be completed to enable payment of vendor accounts by this method. If awarded a contract, provide the completed EFT form to CTA Purchasing Administrator identified on the title page.

INSURANCE

None required

PERFORMANCE / PAYMENT BOND

No bond required

ESTIMATED EXPENDITURES

Based upon anticipated expenditures, CTA expects an estimated expenditure of approximately \$1,400,000.00 during the 36 months period under this Contract. This figure is furnished for your information only and in no way represents a commitment from CTA to purchase this dollar value of parts or service.

CONTRACT DURATION

This contract shall be in effect for a period of 36 months from date of contract.

DELIVERY

Delivery of parts shall be complete within 60 days of receipt of release. Deliveries of parts shall be made to CTA Central Distribution Center, 901 W. Division St., Chicago, IL. 60622 or to the CTA location designated on each release. Deliveries are to be made weekdays except holidays between the hours of 7:00 AM and 3:30 PM.

DELIVERY : RELEASE NOTICE

Periodic Release Notices will be issued against the Contract which will be the Contractor's authority to ship. Contractor is not to ship material without first receiving a release from CTA.

CTA's primary method of issuing releases will be via e-mail. No paper releases(s) will be generated. The Contractor is to provide a dedicated e-mail address on the proposal page, P-1 for receipt of the release(s). The Contractor is to confirm receipt of release(s) to PurchasingDepartment@transitchicago.com. The Contractor is to deliver goods and/or services within 60 days after receipt of release.

SPECIAL CONDITIONS
CONTRACT NO. B09OP01146
SPECIFICATION NO. CTA 421-07; 9399-07

BASIS OF AWARD

Award shall be made to the lowest responsive and responsible bidder(s). Bids will be evaluated by the unit prices per item quoted on the Proposal Sheets, including any escalation.

WARRANTY

The proposed product(s) furnished under this Contract shall be covered for a period of one (1) year against manufacturing defects for both labor and material. Should the manufacturer's standard warranty coverage exceed this minimum requirement, said manufacturer's standard warranty shall apply. Warranty period shall begin when the proposed product(s) is accepted by the CTA. Contractor shall be responsible for all warranty claims for the proposed product(s).

PROPOSAL PREPARATION

Bidder shall state the following on Proposal Page P-1:

1. Whether it is bidding a firm price for the contract period or escalated prices with a maximum percentage on escalation for the second and third twelve month period.
2. Indicate the Manufacturer of product and part number.
3. Unit Price.
4. Name of company bidding.
5. Person to contact and telephone number.

PACKAGING

Material shall be furnished in original packaging (when appropriate) and clearly marked with manufacturer's part number. Individual releases to designated locations must be securely packed so as to minimize the risk of damage. Material that is not properly packaged, does not have manufacturer's part number, or fails to be accompanied by a Bill of Lading may be returned to the Contractor at no cost to CTA.

Packing slips shall include CTA contract number with accompanying three digit release number, CTA item number (lot number), and manufacturer's part number, show gross, tare and net weights or quantity; and shall provide an itemized statement of all contents thereof for each package.

CTA's count shall be final and conclusive as to any container of shipment not containing a packing slip. Unless otherwise approved in this Contract, shipments shall be made on a commercial Bill of Lading.

An original and three copies of Bill of Lading or equivalent, receipted by the carrier, shall be furnished by Contractor to CTA at times of shipment.

SPECIAL CONDITIONS
CONTRACT NO. B09OP01146
SPECIFICATION NO. CTA 421-07; 9399-07

PAYMENT

The Contractor shall submit an invoice for each release of acceptable and approved material delivered. Invoices will be paid subsequent to formal acceptance of material by CTA. Original invoices shall be forwarded to CTA Accounts Payable Department, P.O. Box 7565, Chicago, Illinois 60680-7565. Payments will be made in Net 30 days after final acceptance of material or receipt of Contractor's invoice by CTA or in accordance with the terms of Contractor's invoice whichever is most favorable to the Authority. Payment date(s) shall be calculated from receipt of invoice or final acceptance of goods, whichever is later.

Invoices must be presented only by the vendor to which a purchase order is awarded. Invoices received from a third party will not be honored unless prior written approval from the purchasing agent has been obtained.

PROMPT PAYMENT TO SUBCONTRACTORS

- A) Prime Contractors are required to pay all subcontractors, both DBE and non-DBE, for all work which the subcontractor has satisfactorily completed, no later than five (5) business days after the prime Contractor received payment from CTA.
- B) In addition, all retainage amounts must be returned by the prime Contractors to the subcontractor no later than fourteen business days after the subcontractor has satisfactorily completed its portion of the contract work, including punch list items, whether or not CTA has paid the prime Contractor.
- C) A delay in or postponement of payment to the subcontractor requires good cause and prior written approval of the Purchasing Agent.
- D) All prime Contractors are required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E) CTA will not reimburse prime Contractors for work performed unless and until the prime Contractor ensures that the subcontractors are promptly paid for the work they have performed to date as evidenced by the filing with CTA of lien waivers and canceled checks.
- F) CTA will consider failure to comply with these prompt payment requirements a contract violation which may lead to any remedies permitted under law, including but not limited to, contract debarment.

SPECIAL CONDITIONS
CONTRACT NO. B09OP01146
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REQUEST FOR INFORMATION, TESTING OR APPROVAL OF PRODUCT (S)

Bidders requiring additional information, testing or approval of product (s) shall contact the Procurement Administrator listed on the front page of this bid document. Potential bidders requiring additional information, testing or approval must present their request to the Procurement Administrator. Vendors who contact any Authority personnel other than the Procurement Administrator between the time the bids are advertised and the contract is awarded shall be considered in violation of the provisions of the contract documents due to tampering with the bid process.

TERMINATION FOR CONVENIENCE

The Authority may terminate this Agreement, in whole or in part, without cause, at any time, by written notice to the Contractor whenever the Authority determines that such termination is in the best interest of the Authority. Upon receipt of written notice of termination, all services and any performance hereunder by the Contractor shall cease to the extent specified in the notice of termination. In the event of termination in whole, the contractor shall prepare a final invoice within (30) days of such termination reflecting the services actually furnished pursuant to this agreement to the satisfaction of the Authority and for which no previous invoice was submitted to the Authority.

The contractor shall be paid costs, including closeout costs, and profit for the services performed up to the time of termination. The contractor shall promptly submit, in accordance with the terms hereof, a termination claim to the Authority and the parties shall negotiate a termination settlement to be paid the contractor. If the contractor has any property in his possession belonging to the Authority, the Contractor will account for same, and dispose of it in the manner the Authority directs.

CTA ETHICS ORDINANCE

The Contractor agrees to comply with the CTA Code of Ethics, CTA Ordinance No. 004-99, as amended from time to time, the provisions of which are hereby incorporated into this Agreement. The Contractor further agrees that any contract negotiated, entered into or performed in violation of the Code of Ethics shall be voidable as to the CTA.

ACCESS TO RECORDS AND REPORTS

The Contractor shall permit and agree to cooperate with the authorized representatives of the CTA, including, but not limited to, the CTA's Inspector General and auditors, who may inspect and audit all data and records of the Contractor relating to the Contractor's performance and Subcontractor contracts under this Contract from the date of this Contract through and until the expiration of five years after completion of this Contract.

SPECIAL CONDITIONS
CONTRACT NO. B09OP01146
SPECIFICATION NO. CTA 421-07; 9399-07

INVENTORY REQUIREMENT

A minimum quantity inventory is to be calculated for each line item from the quantity stipulated in the Prior Demand column listed on the applicable Bid Proposal page(s).

The vendor/seller must maintain an inventory level for each line item, as applicable, which is equal to a two (2) month supply for each item (as derived from the Prior Demand quantity) at all times subsequent to the implementation of the contract. The minimum quantity inventory must be maintained for which releases against an item will be provided. If the release quantity for an item is greater than the required inventory quantity the vendor/seller shall ship the on-hand quantity and it is to be received by the Authority no later than ten (10) days after receipt of the notice of release. CTA encourages vendor/seller to provide partial shipments, if applicable. The balance required to complete a release, including re-stocking of the minimum quantity order amount shall comply with the requirements stipulated in the "Delivery" section of the contract.

The initial minimum quantity inventory for each line item must be stocked and available no later than the period stipulated in the "Delivery" section of the contract. In addition, any release(s) against an item(s) processed during the initial minimum quantity inventory period is to be received by the Authority no later than the period stipulated in the "Delivery" section of the contract.

However, if an item has a minimum order quantity, as specified in the contract or has been agreed to by the Authority, that is greater than the two month minimum inventory quantity, vendor/seller must maintain an inventory of at least the minimum order quantity amount. (unless otherwise specified).

CTA has the right under this requirement to adjust (up or down) the minimum quantity inventory for an item at six month intervals subsequent to the execution of the contract. The procurement administrator listed on the cover page of the contract or designee will update/review the previous twelve (12) month Prior Demand quantity at six month intervals after execution of the contract. Notification will be provided to the vendor/seller if the minimum quantity inventory for an item needs to be adjusted for the subsequent six month period.

If vendor/seller is notified the quantity is to be adjusted upward, the vendor/seller must increase its two month inventory quantity accordingly. Likewise, if the quantity is adjusted downward the vendor/seller may adjust its two month inventory quantity accordingly.

CTA reserves the right, at its sole discretion, and with a 48-hour written notice to conduct site visits to audit the required two-month minimum quantity inventory on items under a specific contract. CTA accepts no obligation and shall not be liable to purchase any residual stock that may remain in vendor/seller inventory at the conclusion of the contract term, unless otherwise stipulated between the parties.

SPECIAL CONDITIONS
CONTRACT NO. B09OP01146
SPECIFICATION NO. CTA 421-07; 9399-07

ESCALATION

CTA encourages Offeror to quote prices for parts, items, or components that are firm for the duration of the Contract period of 36 months. If the Offeror cannot submit firm prices for the entire Contract period, then the Offeror may quote an escalated percentage for such parts and /or service which will be applicable for the second and third twelve (12) month period of the Contract. CTA shall use the "average price" of an item for the purpose of bid evaluation.

NOTE: Escalation, if quoted, is not automatically applied to the second and third years of the contract. Rather, contractors shall provide to the Authority a request for and documentation justifying said request. Escalation will not be applied until the request and acceptable documentation are furnished.

WARRANTY CLAIMS

In the event that a vendor fails to pay approved or partially approved warranty claims within 60 days of submission, the Authority shall send the vendor written notice seeking immediate payment of the outstanding claims. If the vendor fails to pay the outstanding claims within 5 days of vendor's receipt of the written notice, the Purchasing Department shall issue a notice to cure letter providing the vendor with 10 days to cure the default. If the vendor fails to cure the default, the Authority may, at its discretion, deduct the Authority's costs from 1) any unpaid contract funds, 2) any contract retainage amounts or 3) a maintenance or performance bond. If the deductions do not fully satisfy the outstanding claims, the Authority may seek additional remedies. All remedies shall be inclusive of applicable interest payments.

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
CIRCULATING BOOSTER PUMP/MOTOR ASSEMBLY AND REPLACEMENT PARTS,
BUS HEATING SYSTEM

SPECIFICATION NO. CTA 421-07

1. SCOPE

- 1.1 This specification will describe the requirements for a Contractor to furnish new circulating booster pump/motor assemblies and replacement parts for repairing existing pump and motor assemblies that are used for the heating system on the Chicago Transit Authority's Flxible, TMC, New Flyer and NOVA series buses.

2. DETAILED SPECIFICATIONS

- 2.1 This specification covers only new circulating pump/motor assemblies and their repair parts. Contractor should refer to CTA specification 9388 when furnishing rebuilt pump/motor assemblies and parts.

2.2 Circulating Pump and Motor Assembly

- 2.2.1 Pump and motor assembly: CTA Item Number 7730019.

- 2.2.2 Replacement Pump/Motor assembly nameplate description:

27.6 volts DC
4.8 amps (current draw)
3100 rpm
16 gpm (@ free flow)
Max. Ambient Temp: 85°C (185°F).

- 2.2.3 Motor shall come equipped with a weather pack, shroud connector on an 8" wire lead with a protective flexible plastic conduit covering over the wire.

- 2.2.4 Pump shall be able to operate at 200°F continuous, or max. 230°F.

- 2.2.5 Pump and motor assembly provided shall be completely replaceable with OEM manufacturers pump and motor assembly.

- 2.2.6 Pump and motor assembly shall be the seal-less and brush-less type.

- 2.2.7 Circulating pump shall be of ECDC (Electronically Commutated DC) and seal-less design. Pump shall have a permanent magnet rotor, a wound stator and an electric circuit to switch current to the proper winding.

2. DETAILED SPECIFICATIONS (Cont.)

2.2 Circulating Pump and Motor Assembly (Cont.)

- 2.2.8 Brackets utilized for mounting the replacement pump and motor assemblies shall not be supplied with pump/motor assemblies.
- 2.2.9 The motor/pump shall be of a design that allows the motor to be disconnected from the pump for servicing without having to drain the cooling system.

2.3 Circulating Pump and Motor Parts

- 2.3.1 Pump and motor parts include CTA item numbers 8233703, 3630020, and 8233661 thru 8233682 (25 parts).
- 2.3.2 Pump and motor parts provided shall be completely replaceable with OEM manufacturers pump and motor assembly.

3. PACKAGING AND MARKING

- 3.1 All pump/motor assemblies and repair parts shall be furnished in the manufacturer's original packaging, individually wrapped or boxed.
- 3.2 The packaging that contains the pump/motor assemblies shall be legibly labeled with the following: CTA Item No. 7730019, the CTA requisition or release number, the manufacturer's name (and/or company logo), and the manufacturer's address. In addition, if the manufacturer and supplier are not the same, the supplier shall also include their name (and/or company logo), and address on the package markings.
- 3.3 Individual repair parts furnished shall follow the package requirements specified in 3.1 and the marking requirements specified in 3.2.
- 3.4 The packaging for all items furnished shall be suitable for normal shipping, handling, and stocking conditions.
- 3.5 Packing material must be used to eliminate damage to individual components.

4. APPROVED AND NON-APPROVED ITEM INFORMATION

- 4.1 Contractor shall only furnish and deliver CTA approved items under the terms of a given contract.
- 4.2 Should a potential contractor wish to offer for CTA consideration an alternate item not currently approved, the potential contractor shall first contact the CTA Procurement Administrator or Buyer for details on the CTA's item approval process.

4. APPROVED AND NON-APPROVED ITEM INFORMATION (Cont.)
- 4.3 The time required for reviewing and/or testing each item offered will vary and depend on applicable procedures.
- 4.4 Approval of an item does not guarantee an order under a currently proposed or future contract.
- 4.5 Upon award of a contract, each item furnished by the contractor shall be identical to the item that was approved.
5. ADDITIONAL INFORMATION FOR BIDDERS
- 5.1 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of the Contract Document, or the Commodity Buyer listed on the front page of the Request For Quotation. Bidders who contact any Chicago Transit Authority personnel other than the Procurement Administrator or Commodity Buyer will be considered in violation of the provisions of the contract.

DISTRIBUTION: Mgr., Technical Services Bus

Initial Spec. - 12/16/94
MD/md - 4th Revision - 07/11/07

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATION FOR

MOTOR: BRUSHLESS DESIGN, FOR RAIL CAR HYDRAULIC PRESSURE CONTROL UNIT (HPCU)

SPECIFICATION NO. CTA 9399-07 CTA ITEM NO. 4162007

1. SCOPE

- 1.1 This specification covers new brushless motors furnished under CTA Item No. 4162007 for use in the CTA's Hydraulic Pressure Control Units (HPCU's).

2. GENERAL INFORMATION

- 2.1 The HPCU provides a variable controlled hydraulic pressure to each friction brake caliper operating on CTA's 2400 and 2600 Series rail cars.
- 2.2 The new brushless motors are to replace a permanent magnet motor originally installed in the HPCU's.
- 2.3 The new brushless motor will drive the internal pump of the HPCU through a coupler connection. The motor will mount in the upper section of the HPCU assembly, and will not be exposed to hydraulic fluid, except for accidental spillage.
- 2.4 The hydraulic fluid used in the HPCU is a fire resistant, aviation grade, synthetic hydrocarbon base hydraulic fluid, manufactured to meet Military Specification MIL-PRF-83282D.

2. DETAILED REQUIREMENTS

- 2.1 Brushless motors furnished shall be new, and meet the following operating characteristics, based on a 36 VDC power supply.
- Electronically commutated brushless dc motor design with internal electronics.
 - Voltage: 36 VDC (24-40 VDC)
 - Current: 12.5 amps
 - Horsepower: 1/2
 - Speed: 1140 RPM
 - Rotation - CCW
 - Operating Temperature: minus 25°C to plus 70°C
 - Self-resetting locked shaft protection: To reset 30 seconds after power is removed.

2. DETAILED REQUIREMENTS (Cont.)

- 2.2 Brushless motors furnished shall have the following physical characteristics.
- 64 frame, face mounted using four (4) 1/4"-20 bolts equally spaced at 90° apart on a 3 3/4" bolt circle, mounting holes to be 1/2" deep.
 - Length (face to end bell): 10-1/8" nominal
 - Shaft: 400 series stainless steel, 1/2" diameter x 1-1/2" long with 1/8" square x 1/2" long key.
 - Maximum housing diameter: 5-1/4" nominal.
 - Aluminum alloy housing and end cap.
 - Totally Enclosed Non-Vented (TENV) and sealed enclosure.
 - Buna-N shaft seal with spring.
 - Double sealed, non-contact ball bearings permanently lubricated with an NLGI Grade 2 grease, equal to Chevron SRI-2 grease.
 - Two (2) conductor, # 10 AWG insulated lead wire, 12" long from top of the strain relief, with ends stripped back approximately 1/2".
 - 40,000 hour motor life design.
- 2.3 Brushless motors shall include the following labels permanently applied.
- Rotation
 - Manufacturer's nameplate with the operating characteristics specified in 2.1.
- 2.4 Brushless motors shall have a protective black paint coating applied to all metal surfaces except for the mounting surface. All labels shall be applied after painting process.

3. APPROVED AND NON-APPROVED ITEM INFORMATION

- 3.1 Contractor shall only furnish and deliver CTA approved items under the terms of a given contract. Should a potential contractor wish to offer for CTA consideration an alternate item not currently approved, the potential contractor shall first contact the CTA Procurement Administrator or Buyer for details on the CTA's item approval process. The time required for reviewing and/or testing each item offered will vary and depend on applicable procedures. Approval of an item does not guarantee an order under a currently proposed or future contract. Upon award of a contract, each item furnished by the contractor shall be identical to the item that was approved.

4. ADDITIONAL INFORMATION FOR BIDDERS

- 4.1 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of the Contract Document, or the Commodity Buyer listed on the front page of the Request For Quotation. Bidders who contact any Chicago Transit Authority personnel other than the Procurement Administrator or Commodity Buyer will be considered in violation of the provisions of the contract.

DISTRIBUTION: Mgr., Technical Services - Rail

MD/md - Initial Specification - 01/16/07

BID PROPOSAL

REQUISITION NUMBER: B09OP01146

SPECIFICATION NO.: CTA 421-07; 9399-07

DRAWING NUMBER: none

By execution of this Proposal the bidder offers, in accordance with the terms of the Contract Documents of which this proposal is a part, to furnish and deliver the following F.O.B. destination:

ROTRON MOTORS AND MARINE PUMPS AND REPLACEMENT PARTS FOR 36 MONTHS.

As described in these General and Special Conditions and Detail Specification listed above, at the unit prices set forth below.

Prices quoted shall be **firm** for the contract period unless escalation is stated below.

Escalated prices with _____% maximum ceiling on escalation, for the second twelve month period of the contract.

Escalated prices with _____% maximum ceiling on escalation, for the third twelve month period of the contract.

SEE ATTACHED PROPOSAL PAGES 1 TO 5

**E-mail address for
release(s)** _____

General e-mail address if different from above:

NAME OF COMPANY BIDDING: _____
STREET ADDRESS: _____
PERSON TO CONTACT: _____ PHONE NO. _____
CITY: _____ STATE: _____ ZIP CODE: _____
TERMS: DISCOUNT: _____% _____ DAYS, NET _____ DAYS

PURCHASING / WAREHOUSING DEPARTMENT
BID PROPOSAL SHEET

RFQ Number: 65263

Requisition Num: B09OP01146

Buyer Name: Hand, Parker W				Buyer Phone:				
Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price

1	3630020	PC	0	AMETEK NEWFLYER	071071 6317997			
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MOTOR: 24V CIRCULATING PUMP, REF. NOVA 64 SER. CAT. 14-30.07B ITEM #02, NEW FLYER BUSES 1000-1020, REF: NEW FLYER 1000-1429 PARTS MANUAL PAGE 10-83, ITEM 18, FI 01/24/01, SPEC. NO: 421, REV. NO: DATE: DRAW. NO: DATE: BULL. NO: REV. NO: DATE: PAT. NO: PRV. ITEMID: PCK. INFO:

2	7630087	PC	1	ROTRONIN FLXIBLE	071087 87-2417-00001			
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MOTOR: 24V DC COMPLETE, REF: FLXIBLE 6000 SERIES B-2-14-1, PCK. INFO: UOP 1 PC, Description: CTA BUILD/REBUILD, FI 03-29-96,

3	7730019	PC	178	JANEK AMET/ROT	G1017327 071106C00			
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PUMP: MARINE ASSEMBLY, (MOTOR & PUMP) HEATING SYSTEM BOOSTER, 24 VOLT, (27.6 ACTUAL VOLTS) REPLACEMENT FOR OEM BOOSTER PUMPS ON FLXIBLE & TMC BUSES, REF: BOOK R-08-08, UNIT EXCHANGE ITEM, FOR USE ON NOVA 6400 SERIES BUSES., INCLUDES THE FOLLOWING: 1 PC. 97-8806-00175 - ROTRON PUMP, 1 PC. 97-8806-00198 - INLET GASKET, Description: 1 PC. 97-8806-00206 - CONNECTOR BODY / FEMALE, 1 PC. 97-8806-00207 - TERMINAL / FEMALE, 1 PC. 97-8806-00205 - CONNECTOR SEAL, SPEC. NO: 421 (NEW), 9388 (REMAN.), PCK. INFO: PC 1 PC,

4	8233661	PC	50	AMET/ROT NEWFLYER	523902 6317999			
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CUP: DRIVE MAGNET ASM, ROTRON SEAL-LESS, WATER CIRCULATING PUMP, ISSUE TO AREA 342 ONLY, REF: ROTRON PUMP MAINT MAN. FIG 1-IT. 3, REF: NEW FLYER 1000-1429 PARTS MANUAL PAGE 10-83, ITEM 11, FI 10/12/98, SPEC. NO: 421, REV. NO: DATE: DRAW. NO: REV. NO: DATE: PAT. NO: PRV. ITEMID: PCK. INFO:

5	8233662	PC	0	NEWFLYER GILLIGCO	6328841 5-4088-8			
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SCREW: MACHINE FLAT HEAD FOR ROTRON, SEAL-LESS WATER CIRCULATION PUMP ISSUE TO Description: AREA 342 ONLY, REF: ROTRON PUMP MAINT MAN. FIG. 10-IT 8, REF: NEW FLYER 1000-1429 PARTS MANUAL PAGE 10-83, ITEM 10, FI 10/12/98, SPEC. NO: 421

RFQ Number: 65263

Requisition Num: B09OP01146

Buyer Name: Hand, Parker W

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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12	8233669	PC	0	ROTRONIN	121554			
Description: WASHER: RUBBER, FOR ROTRON SEAL-LESS, WATER PUMP, ISSUE TO AREA 342 ONLY, REF: ROTRON PUMP MAINT. MAN FIG. 1,, ITEM 8, FI 10/13/98, SPEC. NO: 421								

13	8233670	PC	94	ROTRONIN NEWFLYER	121149 6318002			
Description: SCREW: CAP, 1/4" X 20 X 7/8", SOCKET HD., FOR ROTRON SEAL-LESS WATER PUMP, ISSUE, TO AREA 342 ONLY, REF: ROTRON PUMP MAINT. MAN FIG 1 IT. 6, NEW FLYER BUSES 1000-1020, REF: NEW FLYER 1000-1429 PARTS MANUAL PAGE 10-83, ITEM 14, FI 10/13/98, SPEC. NO: 421								

14	8233672	PC	10	ROTRONIN NEWFLYER	525260 6317982			
Description: STATOR: HOUSING ASY., 28 VDC MOTOR, FOR ROTRON , SEAL-LESS WATER PUMP, ISSUE TO AREA 344 ONLY, REF: ROTRON PUMP MAINT. MAN FIG. 5/6 ITEM 2, NEW FLYER BUSES 1000-1020, REF: NEW FLYER 1000-1429 PARTS MANUAL PAGE 10-83, ITEM 24, FI 10/13/98, SPEC. NO: 421								

15	8233673	PC	102	ROTRONIN	121299			
Description: O-RING: FOR ROTRON SEAL-LESS WATER PUMP, ISSUE TO AREA 344 ONLY, REF: ROTRON PUMP MAINT. MAN, FIG. 5/6, ITEM 10, FI 10/13/98, SPEC. NO: 421								

16	8233674	PC	37	ROTRONIN NEWFLYER	525258 6317984			
Description: SHAFT: ROTOR ASSY. FOR ROTRON SEAL-LESS, WATER PUMP, ISSUE TO AREA 344 ONLY, REF: ROTRON PUMP MAINT. MAN FIG. 5/6 ITEM 4, NEW FLYER BUSES 1000-1020, REF: NEW FLYER 1000-1429 PARTS MANUAL PAGE 10-83, ITEM 25, FI 10/13/98, SPEC. NO: 421								

17	8233675	PC	0	ROTRONIN	121298			
Description: SPRING: COMPRESSION, FOR ROTRON SEAL-, LESS WATER PUMP, ISSUE TO AREA 344 ONLY, REF: ROTRON PUMP MAINT. MAN FIG. 5/6, ITEM 18, FI 10/13/98, SPEC. NO: 421								

18	8233676	PC	0	ROTRONIN	271092			
Description: RING: SNAP, FOR ROTRON SEAL-LESS WATER, PUMP, ISSUE TO AREA 344 ONLY, REF: ROTRON PUMP MAINT. MAN FIG. 5/6 IT., 19, FI 10/13/98, SPEC. NO: 421								

RFQ Number: 65263

Requisition Num: B09OP01146

Buyer Name: Hand, Parker W

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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19	8233677	PC	99	ROTRONIN NEWFLYER	523662 6317986			
BOARD: ASSEMBLY, ELECTRONIC, & 28 VOLT CIRCUIT & MOTOR, END COVER. FOR ROTRON SEAL-LESS WATER PUMP., ISSUE TO AREA 344 ONLY, REF: ROTRON PUMP MAINT. MANAUL, Description: FIGURES 5 & 6, ITEM 4., REF: NEW FLYER 1000-1429 PARTS MANUAL PAGE 10-83, ITEM 21, CI 10/13/98, SPEC. NO: 421								

20	8233678	PC	0	ROTRONIN	522361			
BEARING: SHIM, FOR ROTRON SEAL-LESS, WATER PUMP, ISSUE TO AREA 344 ONLY, REF: Description: ROTRON PUMP MAIN. MAN FIG.5/6 IT 21, FI 10/13/98, SPEC. NO: 421								

21	8233679	PC	32	ROTRONIN	527556			
HOUSING: IMPELLER, FOR ROTRON SEAL-LESS, WATER PUMP, ISSUE TO AREA 342 ONLY, REF: Description: ROTRON PUMP MAINT. MAN FIG. 10,IT 2, FI 10/13/98, SPEC. NO: 421								

22	8233680	PC	0	ROTRONIN	527555			
HOUSING: CONNECTOR RING, FOR ROTRON, SEAL-LESS WATER PUMP.ISSUE TO AREA 342, Description: ONLY., REF: ROTRON PUMP MAINT. MAN FIG. 10,, ITEM 1, FI 10/13/98, SPEC. NO: 421								

23	8233681	PC	0	ROTRONIN NEWFLYER	121697 6318004			
PLUG: PLASTIC, DUST, FOR ROTRON SEAL-LESS WATER PUMP, ISSUE TO AREA 342 ONLY, Description: REF: ROTRON PUMP MAINT. MAN FIG. 1, IT 8, NEW FLYER BUSES 1000-1020, REF: NEW FLYER 1000-1429 PARTS MANUAL PAGE 10-83, ITEM 16, FI 10/13/98, SPEC. NO: 421								

24	8233682	PC	0	ROTRONIN AMET/ROT	523901 5-4105			
HOUSING: CONNECTING INTERFACE, FOR ROTRON SEAL-LESS WATER PUMP, ISSUE TO AREA 342 Description: ONLY, REF: ROTRON PUMP MAINT.MAN.FIG.1 IT. 2, FI 10/13/98, SPEC. NO: 421								

Run Date: 09/15/09
Run Time: 11:36:57

C H I C A G O T R A N S I T A U T H O R I T Y
PURCHASING / WAREHOUSING DEPARTMENT
BID PROPOSAL SHEET

Page 5 of 5

RFQ Number: 65263		Requisition Num: B09OP01146					
		Buyer Name: Hand, Parker W		Buyer Phone:			
Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Part No. Offered	Unit Price
25	8233703	PC	0	NEWFLYER ROTRONIN	6317983 523861		
ENDBELL: SEAL-LESS PUMP,FOR ROTRON SEAL-LESS WATER , CIRCULATION PUMP, ISSUE TO AREA 344 ONLY., REF. ROTRON SEAL-LESS WATER CIRC. PUMP MAINT. MANUAL FIG. 5 & 6, ITEM 3, NEW FLYER BUSES 1000-1020, REF: NEW FLYER 1000-1429 PARTS MANUAL PAGE 10-Description: 83, ITEM 27, FI 11-21-00, SPEC. NO: 421, REV. NO: DATE:., DRAW. NO:., REV. NO: DATE:., BULL. NO:., REV. NO: DATE:., PAT. NO:., PRV. ITEMID:., PCK. INFO:							
26	4162007	PC	152	AMETEK	150101-00		
MOTOR: BRUSHLESS, 64 FRAME ECDC INTERNAL, DRIVE, 36VDC (24-40) 0.50 HP, 12.5 AMP, Description: F.I. 06/06/06, SPEC. NO: 9399							
27	8113510	EA	31	NEWFLYER AMETEK	280334 150289-21		
PUMP: BOOSTER ASSEMBLY, CTA BUILD/REBUILD, REF: NEW FLYER PARTS BOOK PAGE 10-1, Description: ITEM 7, F.I. 09/27/06							
28	6730043	PC	10	AMET/ROT OPTIMA	150289-20 25607502		
PUMP: MARINE, 24V, AMETEK, OPTIMA 500 SERIES, REF: OPTIMA PARTS BOOK PAGE 6-18 Description: ITEM 5, F.I. 09/27/07							

End of Report

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

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

Signature and Title of Authorized Official

Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Executed this _____ day of _____, 20_____.

By: _____
(Type of print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

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

_____, certifies to the best of our knowledge
(company's name)
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; 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 government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE PRIMARY PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR
THIRD PARTY CONTRACT) _____,

(company name)

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

Signature and Title of Authorized Official

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

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

_____, certifies to the best of our knowledge
(company's name)
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; 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 government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Signature and Title of Authorized Official

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

PROPOSAL (continued)
TO BE EXECUTED BY A CORPORATION

The undersigned hereby acknowledges having received a full set of CONTRACT DOCUMENTS (Requirements for Bidding and Instructions to Bidders; General Conditions; Standard Government Requirements; Special Conditions Disadvantaged Business Enterprise Commitment; Special Conditions, if any, issued with the specifications; and all other forms, certificates, and documents issued with the specifications) AND ADDENDA NOS. (none unless indicated here)

BIDDER MUST INSERT ADDENDA NUMBERS HERE — IF ANY

and the undersigned agrees, if awarded the contract, to perform the contract in accordance with the terms and conditions of the Contract Documents and Addenda, if any, thereto. Notice to the undersigned may be served by mailing to the address hereinafter set forth.

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price or prices named within the undersigned's proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein. As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that the undersigned contractor or any agent, partner, employee or officer of the contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

Name of Corporation: _____
(Print or Type Name of Corporation)

Business Address: _____
(Print or Type Street, City, State and Zip Code)

BY: _____
SIGNATURE OF AUTHORIZED OFFICER*

Title of Signatory: _____
(Print or Type)

***NOTE:** If signed by any person other than the corporate President or Vice President, a certified copy of a resolution or by-law authorizing such person to sign must accompany this Proposal.

State of _____

County of _____

Signed and Sworn to before me on:

_____,
by _____
(name of signatory)

(Signature of Notary Public)

(NOTARIAL SEAL)

IF BIDDER IS A CORPORATION — THIS PAGE MUST BE EXECUTED

PROPOSAL (continued)
TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned hereby acknowledges having received a full set of CONTRACT DOCUMENTS (Requirements for Bidding and Instructions to Bidders; General Conditions; Standard Government Requirements; Special Conditions Disadvantaged Business Enterprise Commitment; Special Conditions, if any, issued with the specifications; and all other forms, certificates, and documents issued with the specifications) AND ADDENDA NOS. (none unless indicated here)

BIDDER MUST INSERT ADDENDA NUMBERS HERE — IF ANY

and the undersigned agrees, if awarded the contract, to perform the contract in accordance with the terms and conditions of the Contract Documents and Addenda, if any, thereto. Notice to the undersigned may be served by mailing to the address hereinafter set forth.

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price or prices named within the undersigned's proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein. As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that the undersigned contractor or any agent, partner, employee or officer of the contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

Signature of Bidder: _____

(Signature of Bidder)

Name of Bidder: _____

(Print or Type)

Business Address: _____

(Print or Type Street Address)

(Print or Type City, State and Zip Code)

State of _____

County of _____

Signed and Sworn to before me on:

_____ ,

by _____
(name of signatory)

(Signature of Notary Public)

(NOTARIAL SEAL)

PROPOSAL (continued)

TO BE EXECUTED BY PARTNERSHIP OR JOINT VENTURE

The undersigned hereby acknowledges having received a full set of CONTRACT DOCUMENTS (Requirements for Bidding and Instructions to Bidders; General Conditions; Standard Government Requirements; Special Conditions Disadvantaged Business Enterprise Commitment; Special Conditions, if any, issued with the specifications; and all other forms, certificates, and documents issued with the specifications) AND ADDENDA NOS. (none unless indicated here)

BIDDER MUST INSERT ADDENDA NUMBERS HERE -- IF ANY

and the undersigned agrees, if awarded the contract, to perform the contract in accordance with the terms and conditions of the Contract Documents and Addenda, if any, thereto. Notice to the undersigned may be served by mailing to the address hereinafter set forth.

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price or prices named within the undersigned's proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders, and has not disclosed to any person, firm or corporation the terms of the undersigned's proposal or the price or prices named herein. As required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that the undersigned contractor or any agent, partner, employee or officer of the contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E of the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

Firm Name: _____
(Print or Type Name of Firm)

Business Address: _____
(Print or Type Street Address)

(Print or Type City, State and Zip Code)

BY SIGNATURE(S):

All Partners or Joint Venturers of the Firm must sign this bid unless one Partner or Joint Venturer is authorized to sign for the Partnership or Joint Venture.

(Partner)

(Partner)

(Partner)

(Partner)

(Partner)

State of _____

County of _____

Signed and Sworn to before me on:

_____,

by _____
(name of signatory)

(Signature of Notary Public)

(NOTARIAL SEAL)

DISCLOSURE OF OWNERSHIP

All businesses submitting proposals are required to complete the appropriate portion of this form. If more space is needed attach additional pages. In signing and submitting its proposal, of which this Disclosure of Ownership form is a part, the business certifies that the information submitted on this Disclosure of Ownership form is correct as of the date of the submittal of the proposal.

1. IF THE BUSINESS IS A CORPORATION, check this box ☐ and complete:

If the shares of the Corporation are not listed on the New York Stock Exchange or any regional exchange, list the name of each person who possesses either nominal or beneficial ownership or 5% or more of the Corporation's stock (list below). If none, type or print "NONE" in space below.

Is the Corporation listed on the New York Stock Exchange? ☐ Yes ☐ No

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

TYPED OR PRINTED NAME

% INTEREST

2. IF THE BUSINESS IS A PARTNERSHIP, check this box ☐ and complete:

The name of each general, limited or individual partner entitled to receive 5% or more of the profit derived from partnership activities (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME

% INTEREST

3. IF THE BUSINESS IS A SOLE PROPRIETORSHIP, check this box ☐ and complete:

The name of each person other than the owner entitled to receive 5% or more of the profits derived from the activities of the business (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME

% INTEREST

DISCLOSURE — TO BE COMPLETED BY ALL BIDDERS

PROPOSAL (continued)

ACCEPTANCE

The undersigned, on behalf of Chicago Transit Authority, A Municipal Corporation of the State of Illinois, hereby accepts the foregoing bid items as identified in the Proposal.

Contract Number

Total Amount of Contract \$

Dated this _____ day of _____, 2009, at Chicago, Illinois

Vice President, Purchasing/Warehousing

President

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

Attorney