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, until 11:00 A.M. on Monday, January 26, 2009, at which time all such bids will be opened publicly and read aloud:



Req.B09OP00784,Spec. No. CTA 4527-06(R2008)
Liquid Third Rail De-icer to be released as required for a period of 36 months.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Anthony Bohanon, Procurement Administrator, at 312/681-2468.

Req.B08OP03535R, Spec. No. CTA 9570-08
On Site Servicing of Parts Washer Tanks located in areas 345 & 333 at CTA South Shops, 7900 S. Vincennes, Chicago, IL to be released as required for a period of 36 months.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Leonard Kutkowski, Procurement Administrator, at 312/681-2658.

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 and Women's 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.

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

January 5, 2009

PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

LIQUID THIRD RAIL DE-ICER TO BE RELEASED AS REQUIRED FOR 36 MONTHS FROM DATE OF CONTRACT EXECUTION

REQUISITION NO.: B09OP00784

SPECIFICATION NO.: CTA 4527-06(R2008)

DRAWING NO.: None

PROJECT NO.: None

INSURANCE REQUIRED: None

BID DEPOSIT AMOUNT: None

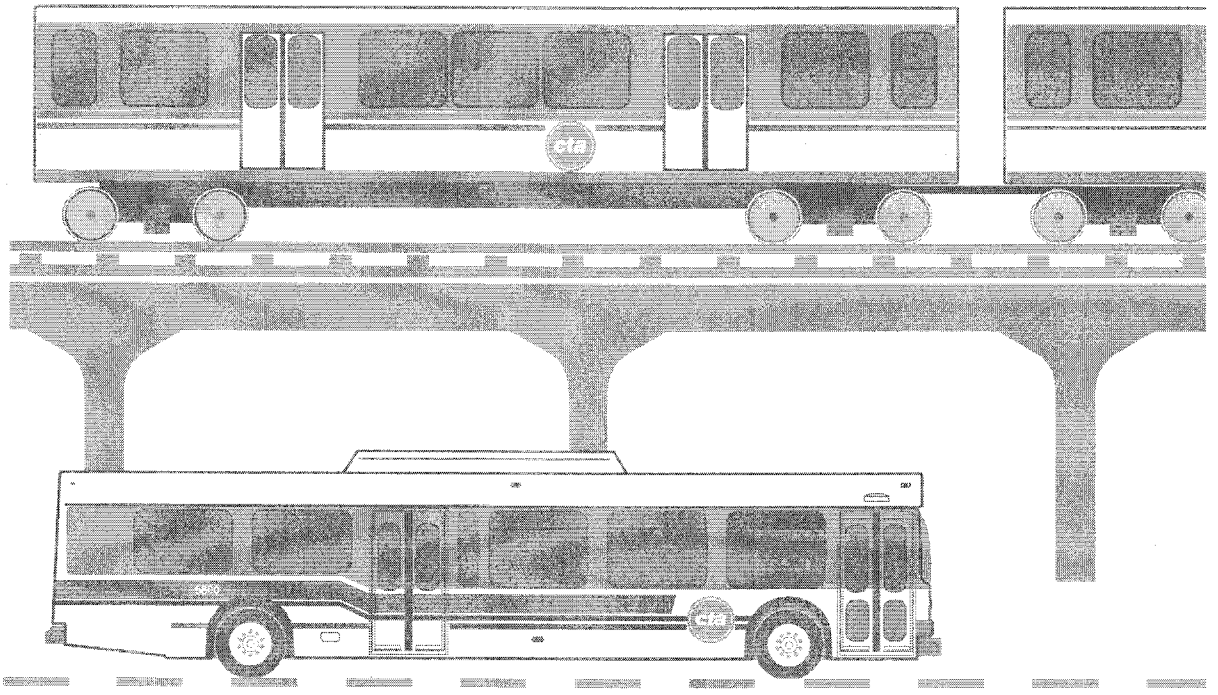
INFORMATION:
Procurement Administrator: Anthony Bohanon
Phone Number: (312) 681-2468

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

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 contract 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 WARRANTEES:

All guarantees and warrantees 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. designation 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 Street 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 Street 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 work day.

12. INVOICES:

Invoices must be sent to the Chicago Transit Authority, Accounts Payable 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 Contractors 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 at 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 the 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 businesses 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
(Material, Equipment and Supplies)

I. POLICY AND TERMS

A. It is the policy of the Chicago Transit Authority (CTA) that Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R., Part 23 and Section 106(c) 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. This policy also applies to contracts financed in whole or in part with funds provided by UMTA, Illinois Department of Transportation (IDOT), Regional Transportation Authority (RTA) and the City of Chicago (City).

B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of contract and may result in the termination of the contract or such remedy as CTA deems appropriate.

C. Accordingly, the Bidder/Proposer agrees to expend not less than the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by DBEs (Refer to Item VI, Page 4):

Disadvantaged Business Enterprise Goal: 30%

D. For purposes of evaluating bidders' responsiveness, the contract DBE participation goal shall be a percentage of the Total Contract Price by the Contractor. However, the DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications and change orders, and the Contractor agrees to make their best effort to include DBE participation in any contract modification work.

E. This commitment may be met by the bidder/proposer's status as a DBE, or by a joint venture with one or more DBEs, or by subcontracting a portion of the work to one or more DBEs, or by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above.

F. The bidder/proposer, after exhausting all required efforts to involve DBEs directly and with prior approval by CTA, may also meet all or part of the DBE commitment by contracting with DBEs for the provision of goods and services *not directly* related to the performance of this contract. However, the bidder/proposer shall, in determining the manner of DBE participation, first consider involvement of DBE firms as joint venture partners, subcontractors and suppliers of goods and services *directly* related to the performance of this contract. In all cases CTA requires the bidder/proposer to demonstrate the specific efforts undertaken by it to involve DBE firms *directly* in the performance of this contract.

G. The bidder/proposer who fails to meet the DBE goal and fails to demonstrate sufficient "Good Faith" efforts shall not be eligible to be awarded the Contract.

H. In connection with the performance of this contract, the bidder/proposer will cooperate with CTA in meeting its commitments and goals with regard to maximum utilization of Disadvantaged Business Enterprises (DBE), and will ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work under this contract agreement.

I. Agreements between a bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidder/proposers are prohibited.

J. Bidder/proposers and their subcontractors/suppliers agree to ensure that DBEs as defined in U.S.DOT Regulation 49 CFR, Part 23 and Section 106(c) (STURAA) have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, bidder/proposers and their subcontractors/suppliers shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23 and Section 106(c) (STURAA) to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Bidders/proposers and their subcontractors/suppliers shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts assisted by the U.S. Department of Transportation.

II. DEFINITIONS

A. **"Disadvantaged Business Enterprise"** or "DBE" means a small business concern awarded certification by the CTA as a business owned and controlled by socially and economically disadvantaged individuals in accordance with U.S.DOT Regulation 49 CFR, Part 23 and Section 106(c) (STURAA).

B. **"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, Asian-Indian Americans or women regardless of ethnicity, 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.

The Manager, DBE Program/Contract Compliance shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. The Manager, DBE Program/Contract Compliance may also determine, on a case-by-case

basis, that individuals who are not a member of one of the following groups are 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, 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, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and

5. **"Asian-Indian Americans,"** which includes persons whose origins are from India, Pakistan and Bangladesh.

C. **"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 $14 million over the three previous fiscal years.

D. **"Directory"** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by the DBE Program/Contract Compliance Department. The Directory identifies firms that have been certified as DBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Bidder/proposers are responsible for verifying the current certification status of all proposed DBE firms.

E. **"Area of Specialty"** means the description of the DBE firm's business which has been determined by the Manager, DBE Program/Contract Compliance to be most reflective of the DBE firm's claimed specialty or expertise. Each DBE letter of certification contains a description of their Area of Specialty. This information is also contained in the Directory. Credit toward this contract's DBE participation goal shall be limited to the participation of firms performing within their Area of Specialty. CTA reserves the right to investigate and determine active DBE participation and applicable DBE credit specifically identified for this contract prior to award.

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

F. **"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. Bidder/proposers 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 DBE firm(s) and non-DBE firm(s).

A joint venture is eligible for DBE credit if the DBE partner(s) share in the ownership, control, management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of the work to be performed, in proportion with the DBE ownership percentage.

III. THIRD PARTY CHALLENGES TO ELIGIBILITY OF DBE FIRMS

A. Any third party may challenge the socially and economically disadvantaged status of any individual presumed to be socially and economically disadvantaged pursuant to Title 49 C.F.R., Part 23.62 provided that the challenged individual is an owner of a firm certified by or seeking certification from CTA as a disadvantaged business. An individual who has a current 8 (a) certification from the Small Business Administration may not be challenged through this procedure.

B. The challenge shall be in writing and shall include all information available to the challenging party relevant to the determination of whether the challenged individual is in fact socially and economically disadvantaged. The written challenge shall be filed with CTA's Manager, DBE Program/Contract Compliance Department.

C. CTA shall determine, on the basis of the information provided to it, whether there is reason to believe that the challenged individual is, in fact, not socially and economically disadvantaged. If CTA determines that there is no reason to believe that the challenged individual is not socially and economically disadvantaged, CTA shall so inform the challenging party in writing. The decision is final and terminates the proceedings as hereinafter provided. If CTA determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, CTA shall begin a proceeding as follows:

1. CTA shall notify the challenged party that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged individual to provide CTA, within ten (10) business days, information sufficient to permit CTA to evaluate his or her status as a socially and economically disadvantaged individual. Failure to provide the requested information will result in decertification or denial of certification.

2. CTA shall evaluate the information available to it, conduct such investigation as deemed necessary and make a proposed determination of the social and economic disadvantaged status of the challenged individual. CTA shall notify both parties of the proposed determination in writing, setting forth the reason(s) for its proposal. CTA shall also provide an opportunity to the parties for an informal hearing at which time each party shall have the opportunity to respond to this proposed determination in writing

and in person. The rules of evidence shall not apply; there shall be no presentation of witnesses or cross-examination.

3. Following the informal hearing, CTA shall make a final determination. CTA shall inform the parties, in writing, of the final determination, setting forth the reasons for its decision. In making its determination, CTA shall be guided by the social and economic eligibility standards of Title 49 C.F.R., Part 23.

D. During the pendency of a challenge under this office, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect.

E. Once CTA has made a final decision on a challenge matter, that determination goes into effect immediately with respect to CTA's Federally-assisted contracts. Except as provided in Title 49 C.F.R., Part 23.55, the decision by CTA shall be final for all contracts being let at the time of the final determination.

F. The final determination by CTA may be appealed by the adversely affected party to the Secretary, United States Department of Transportation under the procedures set forth in 49 C.F.R. Section 23.55. Any firm which believes that it has been wrongly denied certification as a DBE or joint venture may file an appeal in writing, signed and dated with the Secretary, United States Department of Transportation, no later than 180 days after the date of CTA's final determination. Third parties who have reason to believe that another firm has been wrongly denied or granted certification may advise the Secretary of the United States Department of Transportation.

IV. JOINT VENTURES

Bidder/proposers 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 a non-DBE firm.

A joint venture is eligible if, and only if, all of the following requirements are satisfied:

- **the DBE venturer(s) share in the (1) ownership, (2) control, (3) management responsibilities, (4) risks and (5) profits of the joint venture in proportion with the DBE ownership percentage; and**
- **the DBE venturer(s) are responsible for a clearly defined portion of work to be performed, in proportion with the DBE ownership percentage.**

The Manager, DBE Program/Contract Compliance will evaluate the proposed joint venture agreement, Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. In addition, the Manager, DBE Program/Contract Compliance shall consider the record of the joint venturers as joint venturers on CTA contracts. The decision of the Manager, DBE Program/Contract Compliance, regarding the eligibility of the Joint Venture shall be final.

NOTE: Credit for participation by DBEs in joint venture with non-DBEs does not require a minimum participation of 51% venture ownership and control on the part of the DBE. A junior ownership interest only in the venture by the DBE can be credited toward the contract DBE goal in a pro rata fashion as indicated below, **V. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL.**

DBE/non-DBE joint ventures are creditable at any tier. **(Notice: CTA requires that, whenever a joint venture is proposed as the prime contractor, each joint venturer must sign the proposal to CTA.).**

V. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE in the bidder/proposer's DBE Utilization Plan shall not conclusively establish the bidder/proposer's eligibility for full DBE credit for the firm's participation in the contract.

The Manager, DBE Program/Contract Compliance reserves the right to deny or limit DBE credit to the bidder/proposer where any DBE is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a bidder/proposer may count toward its DBE goal only expenditures to firms that are currently certified with the CTA and 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 in carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Manager, DBE Program/Contract Compliance shall evaluate the amount of work subcontracted, industry practices and other relevant factors. The amount of DBE participation credit shall be based upon an analysis by the Manager, DBE Program/Contract Compliance of the specific duties that will be performed by the DBE. Each DBE will be expected to perform all of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Credit for the participation of DBE firms as joint venture partners shall be based upon a detailed analysis of the duties, responsibilities and risks undertaken by the DBE as specified by the joint venturer's executed joint venture agreement. The Manager, DBE Program/Contract Compliance reserves the right to deny or limit DBE credit to the bidder/proposer where any DBE joint venture partner is found to have duties, responsibilities, risks of loss and management control over the joint venture that is not commensurate with or in proportion to its joint venture ownership.

DBE participation shall be counted toward the DBE goal set 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/proposer may count toward its DBE goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of the Special Conditions equal to the percentage of the ownership and control of the DBE venturer.

C. A bidder/proposer may count toward its DBE goal only expendites to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract 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 Manager, DBE Program/Contract Compliance shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE bidder/proposer subcontracts 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 contractors involved to rebut this presumption.

D. A bidder/proposer may count towards its DBE goal sixty percent (60%) of its expenditures for materials and supplies required under the contract and obtained from a DBE regular dealer, and one-hundred percent (100%) of such expenditures to a DBE manufacturer.

For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be considered a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be considered as manufacturers or regular dealers within the meaning of this section.

E. A bidder/proposer may count towards its DBE goal the following expenditures to DBE firms that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, bidder/proposer or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Manager, DBE Program/Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies provided that the fee is determined by the Manager, DBE Program/Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Manager, DBE Program/Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

In the event the bidder/proposer finds it impossible to fully meet the DBE goal of this contract, the bidder/proposer must submit a signed petition for grant of relief from this Special Condition on the bidder/proposer letterhead, accompanied by documentation demonstrating that all reasonable "good faith" efforts were made toward fulfilling the goal.

To demonstrate sufficient reasonable efforts to meet the DBE contract goal, a bidder/proposer shall document the steps it has taken to obtain DBE participation, including but not limited to the following:

A. Attendance at a pre-bid meeting, if any, scheduled by the CTA 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 20 days before bids or proposals are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.

C. Written notification to DBEs that their interest in the contract is solicited.

D. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal.

E. Efforts to negotiate with DBEs for specific subbids including at a minimum:

1. The names, addresses, and telephone numbers of DBEs that were contacted;

2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed; and

3. A statement of why additional agreements with DBEs were not reached;

F. Concerning each DBE the competitor contacted but rejected as unqualified, the reason for the competitor's conclusion;

G. Efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by bidder/proposer or CTA.

Bidders/proposers that fail to meet DBE goals and fail to demonstrate sufficient reasonable efforts will be deemed in non-compliance and shall not be eligible to be awarded the contract.

To ensure that all obligations under contracts awarded to DBEs are met, CTA shall review the contractor's DBE involvement efforts during the performance of the contract. The bidder/proposer shall bring to the attention of CTA, any situation in which regularly scheduled progress payments are not made to DBE subcontractors.

If the bidder/proposer does not meet the DBE goal, price alone shall not be an acceptable basis for which the bidder may reject the DBE sub-bid 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 work under a specific subcontract, the bidder/proposer's own estimate for the specific subcontracts, and the average of 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.

VII. PROCEDURE TO DETERMINE BID COMPLIANCE

The following Schedules and described documents constitutes the bidder/proposer's DBE proposal, and must be submitted with the bidder/proposer's bid at time of bid opening. Failure to submit completed Schedules and described documents with bidder/proposer's bid will cause the bid to be considered non-responsive and will be cause to reject the bid in its entirety.

A. Schedule B: Affidavit of DBE/Non-DBE Joint Venture

Where the bidder's DBE proposal includes the participation of any DBE as a joint venturer, on any tier, the bidder must submit, together with their bid, a **Schedule B: Affidavit of DBE/Non-DBE Joint Venture** with an attached copy of the joint venture agreement proposed among the parties.

The **Schedule B,** in conjunction with the joint venture agreement must clearly evidence that the DBE venturer will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's responsibilities are in proportion with their ownership percentage. 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 shall 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 operating personnel employed by the DBE to be dedicated to the performance of the project.**

B. Schedule C: Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant

A **Schedule C,** executed by the DBE firm (or Joint Venture Subcontractor) must be submitted by the bidder/proposer with its bid at time of bid opening for each DBE included on their **Schedule D.** Each schedule must accurately detail the work to be performed by the DBE firm and the agreed rates and prices to be paid.

C. Letters of Certification.

1. A copy of each proposed DBE firm's current Letter of Certification or Recertification from CTA must be submitted with the proposal (LIQ or RFP).

2. All Letters of Certification or Recertification issued by CTA include a statement of the DBE firm's area of specialization and appropriate DBE goal credit (see Section V. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work, as detailed by their **Schedule C** must conform to their stated area of specialization. Where a DBE is proposed to perform work not covered by their area of specialization, they must request in writing, an expansion of their area of specialization prior to their being proposed to perform such work. The DBE firm's request to expand the scope of their area of specialization, together with all documentation required by CTA to process that request, must be received by the Manager, DBE Program/Contract Compliance prior to the bid opening.

   NOTE: In order for a non-certified DBE firm to be considered as a proposed DBE by the bidder/proposer, a **Schedule A, Certification Affidavit or Recertification Affidavit** must be received by the DBE Program/Contract Compliance Department prior to the bid opening.

3. All Letters of Certification or Recertification are dated and are valid for one (1) year from the date of issue by CTA.

D. Joint Venture Agreements.

1. If the bidder/proposer's DBE proposal includes the participation of DBE firm(s) as joint venturers on any tier (either as the bidder/proposer or as a subcontractor), bidder/proposer must provide a fully executed and notarized copy of the joint venture agreement, with their bid at time of opening.

2. In order to demonstrate the DBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the agreement must contain specific details related to:

a. Contributions of capital and equipment;
b. Work responsibilities or other performance to be undertaken by the DBE firm;
c. The commitment of management, supervisory and operating personnel employed by the DBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g. check signing authority).

E. Schedule D: DBE Utilization Plan

1. Bidder/proposers must submit, together with the bid, a completed **Schedule D** committing them to the utilization of each listed DBE firm.

2. Except in cases where the bidder/proposer has **received** a complete waiver of the DBE goal in accordance with Section VI herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation by each DBE firm included on their **Schedule D.** The total dollar commitment to proposed DBE firms must at least equal the DBE goal. Bidders/proposers are responsible for calculating the dollar equivalent to the DBE goal as a percentage of their total base bids, or, in the case of annual unit price, in conjunction with total estimated annual usage/expenditures.

3. All commitments made by the bidder/proposers **Schedule D** must conform to those presented in the submitted Schedule C. Except In cases where substantial and documented justification is provided, bidder/proposers will not be allowed to reduce the dollar commitment made to any DBE in order to achieve conformity between the Schedules C and D.

4. The submittals must have all spaces on the Schedule pages correctly filled in.

5. During the period before award, the submitted documentation will be evaluated. Furthermore, the bidder agrees to give upon request, earnest and prompt cooperation to the Manager, DBE Program/Contract Compliance in:

   a. Submitting to interviews that may be necessary;
   b. Allowing entry to places of business;
   c. Providing further documentation; or
   d. Soliciting the cooperation of a proposed DBE in providing such assistance.

6. A bid may be treated as non-responsible by reason of the determination that:

   a. A bidder's proposal contains an insufficient level of DBE participation;
   b. The bidder was found to be unresponsive or uncooperative when asked for further information relative to the proposal; or
   c. False statements were made in the Schedules.
   d. The DBE submitted is not certified by the CTA or has not submitted a Schedule A to the DBE Department prior to bid opening.

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

A. The bidder/proposer shall, within five (5) business days of receiving the awarded contract or prior to any work being performed, execute formal subcontracts or purchase orders with the DBE firms included in their proposed Schedules. These written agreements shall be made available to the Manager, DBE Program/Contract Compliance Department upon request.

B. During the term of annual contracts, the bidder/proposer shall submit regular "Status Reports of DBE Subcontract Payments." The frequency with which these reports are to be submitted will be determined by the Manager, DBE Program/Contract Compliance Department, but in no case will reports be required less often than on a quarterly basis. **In the absence of written notice from the Manager, DBE Program/Contract Compliance, the bidder/proposer's first Status Report of DBE Subcontract Payments will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.**

C. In the case of one-time procurements with either single or multiple deliveries, a "Status Report of DBE Subcontract Payments,.. indicating final DBE payments shall be submitted directly to the Manager, DBE Program/Contract Compliance Department, so as to assure receipt either at the same time, or before the using department receives contractor's final invoice. (NOTICE: Do not submit original invoices with "Status Report of DBE Subcontract Payments.")

D. Status Report of DBE Subcontract Payments are to be submitted directly to: Manager, DBE Program/Contract Compliance Department, P.O. Box 7562, Chicago, IL 60680-7562.

IX. DBE SUBSTITUTIONS

A. Arbitrary changes by the bidder/proposer of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved DBE subagreement, the bidder/proposer shall, thereafter, neither terminate the subagreement, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without in each instance receiving prior written approval of the Manager, DBE Program/Contract Compliance Department.

B. In some cases, however, it may become necessary to substitute a new DBE in order to actually fulfill the DBE requirements. In such cases, the Manager, DBE Program/Contract Compliance must be given reasons justifying the release by CTA of prior specific DBE commitments established in the bidder/proposer's bid proposal. The substitution procedure will be as follows:

1. The bidder/proposer must notify the Manager, DBE Program/Contract Compliance immediately in writing of an apparent necessity to reduce or terminate a DBE subcontract and to propose a substitute firm for some phase of work, in order to sustain the fulfillment of the DBE contract goals.

2. The bidder/proposer's notification to CTA should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: A previously committed DBE was found not to be able to perform, or not to be able to perform on time; a committed DBE was found not to be able to produce acceptable work; a DBE previously committed to a given price later demands an unreasonable escalation of price.

   The bidder/proposer's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: A replacement firm has been recruited to perform the same work under terms more advantageous to the bidder/proposer; issues about performance by the committed DBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); a DBE has requested reasonable price escalation which may be justified due to unforeseen circumstances (i.e., a change in scope of DBE's work).

3. The bidder/proposer's notification should include the name, address, and principal official of any proposed substitute DBE and the dollar value and scope of work of the proposed subcontract. The same DBE affidavits and documents, which are required of bidder/proposers, as enumerated above in Section VII, "Procedure to Determine Bid Compliance" shall be attached.

4. CTA will evaluate the submitted documentation and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. The response may also be in the form of a rejection of the proposed DBE substitution with the reasons therefor included in CTA's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, CTA will instead respond as soon as practicable.

5. Actual substitution of a DBE to fulfill contract requirements should not be made prior to CTA approval. Once notified of CTA approval, the substitute DBE subcontract must be executed within five (5) working days, and a copy of the DBE subcontract, with signatures of both parties to the agreement, should be submitted to CTA.

C. CTA will not approve extra payment for escalated costs incurred by the bidder/proposer when a substitution of subcontractors becomes necessary in order to comply with DBE contract requirements.

D. After award of contract, no relief of the DBE requirements will be granted by CTA except in exceptional circumstances. Requests for complete or partial waiver of the DBE requirements of the contract must be made in writing, stating all details of the request, the circumstances, and all relevant information. The request must be accompanied by a record of all efforts taken by the bidder/proposer to locate specific firms, solicit DBE bids, seek assistance from technical assistance agencies, etc., as outlined above in Section VI. "Grant of Relief for Bidders: Waiver of DBE Goals."

E. In a case where an enterprise under contract was previously considered to be a DBE but is later found not to be, or whose work is found not to be creditable toward the DBE goal fully as planned, CTA will consider the following special criteria in evaluating a waiver request:

1. Whether the bidder/proposer was reasonable in believing the enterprise was a DBE or that eligibility or "counting" standards were not being violated;

2. The adequacy of unsuccessful efforts taken to obtain a substitute DBE as outlined in Section VI above, "Grant of Relief for Bidders: Waiver of DBE Goal."

F. The Manager, DBE Program/Contract Compliance has sole authority regarding all matters of DBE compliance, including the granting of waivers or other relief to bidder/proposers.

X. NON-COMPLIANCE

A. The Manager, DBE Program/Contract Compliance shall have the discretion to apply suitable sanction(s) to the bidder/proposer if the bidder/proposer is found to be in non-compliance with the DBE requirements. Failure to comply with the DBE terms of this contract or failure to use DBEs as stated in the bidder/proposer's submitted schedules constitutes a material breach of this contract, and may lead to the suspension and/or termination of this contract in whole or in part; furthermore, continued eligibility to enter into future contracting arrangements with CTA may be jeopardized as a result of non-compliance. In some cases, payments may be withheld until corrective action is taken.

B. When work is completed, in the event that CTA has determined that the bidder/proposer was not compliant in the fulfillment of the required DBE goal, and a grant of relief of the requirement was not obtained, CTA will thereby be damaged in the failure to provide the benefit of participation to Disadvantaged Business Enterprises to the degree set forth in this SPECIAL CONDITION.

C. Therefore, if CTA has determined, before the contract has been completed, the contractor is in non-compliance with the DBE goal, CTA will deduct part of the total contract amount, in cumulative amounts computed as follows:

For each one (1) percent (or fraction thereof) of shortfall towards the DBE goal, one (1) percent of the total contract amount shall be withheld from the Contractor as a means of satisfying the DBE goal shortfall.

XI. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of DBEs, retaining these records for a period of at least three (3) years after final acceptance of the work. Full access to these records shall be granted to the Chicago Transit Authority, Federal or State authorities in this project, the U.S. Department of Justice, the U.S. Department of Transportation, or any duly authorized representatives thereof.

XII. ASSISTANCE AGENCIES

The following agencies are available to the prospective bidders for assistance:

A. Management and technical assistance to minority and women contractors; linkage between major firms and DBEs:

U.S. Department of Transportation
Minority Business Resource Center
400 7th Street SW, Room 9410
Washington, DC 20590
Attn: Joe Capuano
(202) 366-2852

Cosmopolitan Chamber of Commerce
1326 South Michigan Avenue, Suite 100
Chicago, Illinois 60605
Attn: Connie Pope
(312) 786-0212, FAX: 786-9079

Illinois Department of Commerce and Community Affairs
Small Business Office
100 West Randolph, Suite 3-400
Chicago, Illinois 60601
Attn: LaMar Green
(312) 814-3263

National Association of Women Business Owners
Executive Director
414 Plaza Drive, Suite 209
Westmont, Illinois 60559
Attn: Kevin Boyer

Grant Thornton Minority Business Development Center
600 One Prudential Plaza, Suite 700
Chicago, Illinois 60601
Attn: Ken Robinson
(312) 856-0200

Chicago Minority Business Development Center
Burgos & Associates, Inc.
35 East Wacker Drive, Suite 922
Chicago, Illinois 60601
Attn: Clara Rhodes
(312) 977-9190

Chicago Urban League
1346 South Michigan Avenue
Chicago, Illinois 60605
Attn: Suzanne A. Daniel
(312) 663-9216, FAX: 663-9809

Chicagoland Chamber of Commerce and Industry
200 North LaSalle Street
Chicago, Illlinois 60601
Attn: Samuel Mitchell
(312) 580-6900, FAX: 580-6957

Minority Economic Resources Corporation (MERC)
2570 East Devon Avenue
Des Plaines, Illinois 60018
Attn: Carlina Rodriguez
Director, Minority Business Department
(708) 297-4705

Women's Business Development Center
8 South Michigan, Suite 400
Chicago, Illinois 60603
Attn: Hedy M. Ratner
(312) 853-3477, FAX: 853-0145

NAACP
7 East 63rd Street
Chicago, Illinois 60637
Attn: Syd Finley
(312) 853-3477

Latin American Chamber of Commerce
2539 North Kedzie, Suite 11
Chicago, Illinois 60647
Attn: Cristina Hernandez
(312) 252-5211

Gary Minority Business Development Center
567 Broadway
Gary, Indiana 46402
Attn: Jeffery Williams
(219) 883-5802

B. Minority contractor associations; linkage major firms and DBEs:

Association of Asian Construction Enterprises
c/o Sam Chung, President
333 North Ogden Avenue
Chicago, Illinois 60607
(312) 666-3626, FAX: 666-1785

Black Contractors United (BCU)
c/o Jerome Peters
1641 North Milwaukee Avenue
Chicago, Illinois 60647
(312) 663-0704

Hispanic-American Construction Industry Association (HACIA)
c/o Carlos Ponce, Executive Director
542 South Dearborn
Chicago, Illinois 60605
(312) 786-0101, FAX: 786-0104

Midwest Contractors of Progress
c/o Tommy Harrington
4647 West Huron
Chicago, Illinois 60644
(312) 921-0463

Women Construction Owners and Executives
c/o Theresa Kern
6723 South Pulaski Road
Chicago, Illinois 60629
(312) 582-9800, FAX: 582-9850

C. Small business guaranteed loans; surety bond guarantees; 8(a) certification:

U.S. Small Business Administration
219 South Dearborn Street, Suite 437
Chicago, Illinois 60604
Attn: Robert Connor
(312) 353-9098

Bond Guarantee Program
Surety Bond
230 South Dearborn Street, 5th Floor
Chicago, Illinois 60604
Attn: Tony Zanetello
(312) 353-7331

Procurement Assistance
230 South Dearborn Street, 5th Floor
Chicago, Illinois 60604
Attn: Robert Murphy
(312) 353-1395

D. Project information, general DBE information; Directory of local and out-of-state construction and design DBEs:

Project Information
Chicago Transit Authority
Purchasing Department
567 W. Lake Street
Chicago, IL 60661-1498
Attn: General Manager, Purchasing
(312) 681-2420

DBE Information
Chicago Transit Authority
DBE/ EEO Program/ Contract Compliance
567 W. Lake Street
Chicago, IL 60661-1498
Attn: Pamela J. Beavers
(312) 681-2600

E. Information on DBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers Development Council, Inc.
1412 Broadway - 11th Floor
New York, NY 10018
Attn: Suzette Eaddy
(212) 944-2430

Chicago Regional Purchasing Council
36 South Wabash, Suite 725
Chicago, IL 60602
Attn: Maye Foster-Thompson
(312) 263-0105

XIII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with DBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as specified elsewhere in this contract and as they relate to Prime Contractor and Subcontractor obligations.

XIV. MINORITY FINANCIAL INSTITUTIONS/INSURANCE AGENCIES

The prime contractor is encouraged to use the services of banks and insurance agencies owned and controlled by minorities or women.

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?**

X. State the approximate number of personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the majority firm, DBE firm, or the joint venture.

Trade	Non-DBE Firm (number)	DBE (number)	Joint Venture (number)
Professional			
Administrative/Clerical			
Unskilled Labor			

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer? _____

Employed by non-DBE (number): _____ Employed by DBE: _____

B. Identify by name and firm the individual who will be responsible for joint venture hiring: _____

XI. Please state any material facts and additional information pertinent to the control and structure of this joint venture.

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 TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

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.: _____

From: _____
(Name of DBE Firm)

To: _____ **and the Chicago Transit Authority**
(Name of Prime Contractor)

The DBE status of the undersigned is confirmed by the attached Letter of Certification from the IL UCP dated _____. (If proposing to perform as a DBE/non-DBE Joint Venture, the Letter of Certification from the DBE venturer is attached along with a completed Schedule B and joint venture agreement).

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

Description/Type of Work (In Detail)	**Quantity/Unit Price**	**Dollar Amount of DBE Contract**

Sub (or Grand) Total: $_____

Multi-Phase Project(s). For those projects that are multi-phase, please indicate the phase in which the DBE will be performing work: _____

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:

DBE Firm(s)	Description/Type of Work (In Detail)	Dollar Amount of DBE Contract

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 performanceof 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 underutilized 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 sub-contract 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 negotiations 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 the bidder/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 Specifications 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.

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 dully 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, ads amended, 42 U.S.C. (7401et 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) davs 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 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 it Procurement Regulations.

c. Protests after award

upon receipt of a timely filed protest regarding the award of a contract, the Authority wi
issue a stop work order, if necessary, until the resolution of the protest if the Authority
determines that the protester 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 reserv es 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
SPECIFICATION NO. CTA 4527-06(R2008)
CONTRACT NO. B09OP00784

INSURANCE
None required.

PERFORMANCE/PAYMENT BOND
No bond required.

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

ESTIMATED EXPENDITURES
Based upon anticipated expenditures, CTA estimates an expenditure of $ 200,000.00 under this contract. This figure is furnished for your information only and in no way represents a commitment from CTA to purchase a specific dollar value of parts or service. Periodic releases will be issued over the duration of this contract.

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 Offeror may quote an escalated percentage for such parts and/or services which will be applicable for the second and third 12 months period of the contract. CTA shall use the "average price" of an item for the purpose of bid evaluation.

NOTE: Escalation, if required, is not automatically applied to the second and third 12 months period of the contract. Rather, contractor 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.

Contractor will submit thirty (30) days prior to, any escalation justification for said price increase.

DELIVERY
Deliveries are to be made to the CTA location designated on each release. Deliveries to be on weekdays between the hours of 7:00 a.m. and 3:30 p.m. (no holidays).

The contractor is to have the material awarded under this contract available for shipment to the Authority. The Contractor is to deliver an ordered quantity to the Authority within twenty (20) days after receipt of a purchase order release.

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 release(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 20days after receipt of release.

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.

PROPOSAL PAGE PREPARATION

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

1. Escalation if required
2. Name of the Company bidding
3. Person to contact, telephone number and fax number
4. Bidder's terms

Bidder are to indicate the following on BID PROPOSAL SHEET Page 1 of 1 the manufacturer of product, part number and the unit price per 55 gallon drum.

PACKAGING

Material shall be furnished in 55 gallon drums. Individual containers shipped to CTA shall be clearly labeled with CTA Item Number, Manufacturer's Name and Part number with minimum 1 inch letters and numbers stenciled on the container. 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 (3) 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 or shipment not

PACKAGING(Continued)
containing a packing slip. Unless otherwise approved in this Contract, shipments shall be made on a commercial Bill of Lading. An original and three (3) copies of Bill of Lading or equivalent, receipted by the carrier, shall be furnished by Contractor to CTA at time of shipment.

PALLET REQUIREMENTS
Liquid third rail deicer may be secured as necessary on a good quality, squared edge, Class "C" reversible hardwood pallet, if applicable and additionally protected with a shrink wrap type material. Pallet dimensions: overall pallet size 42" X 42", the face board will be ¾" to 1" thick with an equal amount of boards on the top and bottom. Three[3] stringers of equal size made from 2"X4" stock or better.

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 other 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 thirty (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.

COMPLIANCE WITH LAWS, REGULATIONS AND CODES
If any part of this Specifications shall be at date of issue, or shall later become, in non-conformity with current or future City, County, State or Federal Laws and/or Codes or Regulations, because of materials or requirements specified therein, CTA shall have the right to negotiate and accept or reject substitute materials and/or requirements.

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.

BASIS OF AWARD

If awarded, contract will be awarded to the lowest responsive and responsible bidder based upon the unit price per 55 gallon drum. If escalated prices are quoted for the second and third twelve (12) month period, the bid will be evaluated upon the average of the first, second and third twelve(12) months prices. The second and third year twelve (12) months prices will be calculated at the escalation percentages indicated.

APPROVED PRODUCTS

Refer to BID PROPOSAL SHEET Page 1 of 1 for a list of approved manufacturers.

MSD SHEETS

Bidders shall provide Material Safety Data Sheets "MSDS" and MSDS labels for the product(s) bid, with bid or within five (5) days after request. Sample original label(s) [for legible copy of the entire label], for the product(s) proposed, shall be submitted for approval. The approval process shall be the same as for MSDS stated below. Failure by the Bidder to submit the required MSDS documentation shall cause the bid to be rejected as being non-responsive.

Contractor shall send a MSDS to each user's location upon execution or start of contract.

Any disclaimers or waivers of warranties contained in the MSDS shall not be binding upon the Authority.

1.1_ CLAUSE R:MATERIAL SAFETY DATA SHEETS

1.1_ Clear legible and representatives Material Safety Data Sheet(s), for the product(s) proposed, shall be provided.

1.2_ Bidders will be notified of any deficiencies in its MSDS submittal, and shall be required to resolve said defects to the satisfaction of CTA's Environmental Affairs Department. Failure to resolve the defects within thirty (30) days after notification shall cause the bid to be non-responsive.

1.3_ CTA approved MSDS must accompany all shipments for each different type of hazardous material delivered to the Chicago Transit Authority.

2.0 CLAUSE S: SHIPPING INFORMATION

The material requested is identified as "hazardous" under the OSHA Hazard Communication Standard (29 CFR 1910.1200) and/or the U.S. Department of Transportation (49 CFR 172.101). Hazardous materials shipped to the Chicago Transit Authority must comply with the following requirements.

2.0 CLAUSE S: SHIPPING INFORMATION (Continued)

2.1 All containers, regardless of size, must be labeled with the product name, manufacturer's name and address, the identity of the hazardous ingredient(s), and appropriate hazard warnings for target organs. Labels must be legible and sufficiently durable to withstand rough handling and adverse weather conditions.

2.2 Labels must be affixed a minimum of one (1) side of each container.

2.3 Each container of five (5) gallons or more must also include, in addition to the hazard label, either the Hazardous Material Identification System (HMIS) or the National Fire Protection Association (NFPA) 704 symbol system.

2.4 For shipments of multiple containers of five (5) gallons or more, if the hazard label and HMIS or NFPA symbol are not clearly visible on the individual containers because of shipment packaging, then a label and HMIS or NFPA symbol must be prominently displayed on the outside of each shipping package.

2.5 For shipments or multiple containers of less than five (5) gallons, if the hazard label is not clearly visible on the individual containers because of shipment packaging, then a label must be prominently displayed on the outside of each shipping packaging. CTA does not require that smaller containers inside a shipping package include the HMIS or NFPA symbol system.

2.6 **The seven (7) digit CTA Item Number must be stenciled on the top and side of each container of five (5) gallons or more. If a container is less than five (5) gallons, the CTA Item Number must be stenciled on the top and side of either the container or the shipping package. The minimum height of each stenciled character shall be one (1) inch.**

2.7 All information of U.S. DOT Docket HM-181, including 49CFR Subchapter C.

2.8 Unless otherwise specified by CTA, all 55-gallon containers shipped to the Authority must be reusable steel drums which comply with the U.S. DOT non-bulk performance oriented packaging standards of 49 CFR 178.504, and meet the reusable performance and marking criteria in standards of 49 CFR 173.28 (b) (4) and 178.503 (a) (10).

2.9 Specified fiber and reusable plastic drums must comply with U.S. DOT standards of 49 CFR 178.508 and 178.509 respectively, and reusable plastic drums shall meet the performance and marking criteria in standards of 49 CFR 173.28 (b) (4) and 178.503 (a) (10).

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 contract under this Contract from the date of this Contract through and until the expiration of five years after completion of this Contract.

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 complete no later than five (5) business days after the prime contractor receive payment from CTA.

B. In addition, all retainage amounts must be returned by the prime Contractor to the subcontractor no later than fourteen (14) 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 contractor requires a good reason and prior written approval of the Purchasing Agent.

D. All prime contractor are required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanism to resolve all payment disputes.

E. CTA will reimburse prime Contractors for work performed unless and until the prime Contractor ensures that the subcontractor 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 payments requirements a contractor violation which may lead to any remedies permitted under law, including but not limited to, contract debarment.

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 the CTA Purchasing Administrator identified on the title page.

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.

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATION
FOR
DEICER, LIQUID – THIRD RAIL

SPECIFICATION NO. CTA 4527-06(R2008)
(CTA Item No. 1480018)

1 SCOPE

1.1 This specification covers the requirements for a liquid deicer used to inhibit ice and snow accumulation on the electrified (third) rail of the Chicago Transit Authority's rapid transit right-of-ways.

2 REQUIREMENTS

2.1 The Contractor shall furnish an approved liquid, biodegradable, non-corrosive, glycol-based deicer as requested in each contract release. Refer to section 3 for product approval information.

2.2 The deicer shall be furnished in ready-to-use form. No dilution, compounding, mixing or activation of the deicer shall be required prior to or during application of the deicer when using existing Chicago Transit Authority (CTA) deicing spray applicators.

2.3 The deicer shall be a homogeneous aqueous solution, uniform in color, free from skin, suspended matter and materials detrimental to existing CTA deicing spray equipment. The deicer shall be free of irritating and offensive odor.

2.4 The deicer, as delivered, shall have a eutectic point of -30° F (-34°C) or less. At 75% and 50% volumetric concentrations, the delivered deicer shall have eutectic points of 10° F (-12°C) and 20° F (-7°C) or less, respectively. All eutectic points shall be as determined by American Society of Testing and Materials (ASTM) standard D 1177, *Freezing Point of Aqueous Engine Coolants.*

2.5 The deicer shall be compatible with ambient city of Chicago tap water. Said water shall be suitable for rinse processes.

2.6 The deicer shall meet the properties listed below:

2.6.1 pH: 7.0 to 10.0, as determined by ASTM E 70, *pH of Aqueous Solutions with the Glass Electrode.*

2 REQUIREMENTS (Cont.)

2.6.2 Dynamic Viscosity: 100 centipoise (cP, minimum) at 50° F (10° C), 20 rpm, as determined by ASTM D 2196, *Rheological Properties of Non-Newtonian Materials by Rotational (Brookfield) Viscometer.*

2.6.3 Flash point: 200° F (93° C) minimum, as determined by ASTM D 56, *Test Method for Flash Point by Tag Closed Tester (TCC).*

2.6.4 Specific gravity: 1.01 to 1.15 at 68°/68° F(20°/20° C), as determined by ASTM D 891, *Specific Gravity, Apparent, of Liquid Industrial Chemicals.*

2.6.5 Hydrogen embrittlement: non-embrittling, as determined by ASTM F 519, *Mechanical Hydrogen Embrittlement Evaluation of Plating Processes and Service Environments.*

2.6.6 Solubility: 0.5 milliliters (ml, maximum) of sediment per 100 ml after a 24 hour settling time at -20° F (-29° C).

2.6.7 Conductivity: 100 microsiemens per centimeter (µS/cm, maximum) at 68° F (20° C), as determined by ASTM D 1125, *Electrical Conductivity and Resistivity of Water.*

2.7 The deicer conductivity shall not exceed twice the value of requirement 2.6.7 when diluted with distilled water, irrespective of the dilution ratio employed.

2.8 Following a drying period at ambient outdoor conditions the deicer shall exhibit all original properties when reconstituted with natural precipitation to the original density. The drying period shall span 72 hours or less.

2.9 The deicer, as furnished, shall be self-leveling, wetting the upper bulb surface of a horizontal steel rail throughout a temperature range of -20° to 50°F (-29° to 10° C). A constraint that the deicer dynamic viscosity at 10° F (-12°C) not exceed twice that specified in requirement 2.6.2 is included in this requirement.

2.10 The deicer shall act as a corrosion inhibitor for corrosion resistant metals used in the CTA's rapid transit rail system. Said metals include, but are not restricted to, anodized aluminum, type 304 stainless steel, and copper. No visual corrosion shall be evident in 0.06" x 1" x 6" (0.15 centimeter x 2.5 cm x 15 cm) metal panels at the conclusion of a 7-day (168-hour) immersion in a 68°F (20°C) deicer bath.

2.11 When diluted with water to a 5:1 ratio, the deicer shall comply with the applicable regulations, laws, rules and ordinances of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC), U.S. and Illinois Environment Protection Agencies (EPAs). Included in this requirement is the MWRDGC's Sewer and Waste Control Ordinance, as amended January 28, 1993.

2. REQUIREMENTS (Cont.)

2.12 The Contractor shall supply fresh deicer in the manufacturer's original, unopened containers. At the time of delivery, the deicer shall have a minimum remaining shelf life of 12 months or 80% of the product unopened shelf life, whichever is greater.

2.13 The Contractor shall provide prompt expert advice and on-site technical service for the proper handling and use of the deicer. Service will arranged through the mutual agreement of the Contractor and the CTA management.

2.14 Throughout the contract, CTA reserves the right to confirm the Contractor's tests at any time by submitting samples of delivered product to a laboratory of the CTA's choosing. CTA will be responsible for all testing and handling charges if the samples meet the requirements specified herein. Should the product fail any test required by this specification, the entire shipment or portion thereof may be rejected and returned to the Contractor. All costs for testing, handling, and shipping of rejected products will be charged to the Contractor.

2.15 Shipping and storage containers shall be recyclable or remain the property of the Contractor.

2.16 All containers shall be suitably constructed for local transport by CTA lift trucks.

2.17 Refer to contract documents for Material Safety Data Sheet (MSDS) and shipping requirements.

2.18 The version of each standard, code, regulation and statute referenced by this specification that is current on the date of the Invitation for Bid shall apply.

3 PRODUCT APPROVAL

3.1 The Contractor shall furnish only CTA approved items under the terms of this 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 CONTRACT INFORMATION

4.1 Refer to the contract documents for a current list of approved deicers. Refer to section 3 for product approval information.

4 CONTRACT INFORMATION (Cont.)

4.2 Bidders shall include current MSDS information for each proposed deicer with their proposals or within five (5) days of the CTA's request.

4.3 CTA reserves the right to request, review and test samples and documentation of proposed deicers without cost or obligation.

4.4 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this contract document. Potential bidders requiring additional information from person(s) listed in the Special Conditions must route their requests through the Procurement Administrator. Potential bidders who contact any CTA personnel other than the Procurement Administrator will be considered in violation of the provisions of the contract document.

Distribution: Manager, Safety & Environmental Affairs
Manager, Technical Services – Rail

BK/mi - Initial Spec. - 9/5/79
CE/che – 11th Revision – 2/22/06
MD/md - Reviewed & Reapproved - 12/17/08

PROPOSAL
SPECIFICATION NO. CTA 4527-06(R2008)
CONTRACT NO. B09OP00784

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 Liquid Third Rail Deicer for use on CTA's rapid transit cars electrified rail, f.o.b. destination, as described in these General and Special Conditions and Detailed Specification No. CTA 4527-06(R2008), at the unit price set forth on the attached bid sheet. This Contract shall become effective as soon as the Contract is executed, and will continue in effect for a period of thirty-six (36) months from date of contract.

Prices quoted shall be firm for the contract unless escalation is stated below. Escalation shall only be allowed for the second and third twelve (12) months of the Contract only.

Escalated prices with ____% maximum ceiling on escalation, for the second twelve (12) months of the Contract.

Escalated prices with ____% maximum ceiling on escalation, for the third twelve (12) months of the Contract.

SEE THE ATTACHED
BID PROPOSAL SHEET

NAME OF COMPANY BIDDING:_____

PERSON TO CONTACT:_____ PHONE NO:_____
FAX NO:_____

TERMS: DISCOUNT:_____% _____ DAYS, NET _____DAYS

E-mail address for release(s): _____

General e-mail address if different from above: _____

P U R C H A S I N G / W A R E H O U S I N G D E P A R T M E N T
B I D P R O P O S A L S H E E T

RFQ Number: 59872 Requisition Num: B09OP00784

Buyer Name: Bohanon, Anthony T Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	UNIT PRICE PER 55 GALLON DRUM
1	1480018	DR	95	MWINDUSS	ZGTR ANTI-DEICER			

Description: DE-ICER: LIQUID, NON-CORROSIVE SINGLE-PHASE COMPOSITION, POUR POINT LESS THAN -30 DEG. F., FLASH POINT MORE THAN 200 DEG. F., CONDUCTIVITY 100 MICROSIEMENS/CM. MEETS MWRDGC REGULATIONS, BIO-DEGRADABLE IN 55 GAL. DRUM, ***HAZARDOUS MATERIAL NOTES "R & S" MUST BE FURNISHED BY SUPPLIER OF THE PRODUCT, SPEC. NO: 4527, PCK. INFO: DR 55 GL

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 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 in 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:
   (1) Operating a revenue service vehicle, including when not in revenue service;
   (2) Operating a non-revenue service vehicle, when required to be operated by a holder of a commercial Driver's License;
   (3) Controlling dispatch or movement of a revenue service vehicle;
   (4) Maintaining (*including repairs, overhaul and rebuilding*) a revenue service vehicle or equipment used in revenue service; or
   (5) Carrying a firearm for security purposes.

7. 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, 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)

Certificate revised to conform with proposed revised 49 CFR 40 7/2/01

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)

ATTACHMENT "A"

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.

ATTACHMENT "B"

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)

IF BIDDER IS A SOLE PROPRIETOR — THIS PAGE MUST BE EXECUTED

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)

IF BIDDER IS A PARTNERSHIP OR JOINT VENTURE — THIS PAGE MUST BE EXECUTED

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 _____, 2008, 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