

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, March 9, 2009, at which time all such bids will be opened publicly and read aloud:

Req No:B090P01568, Spec. No. CTA: 331-06 (R08), 416-07, 1026-07, 4330-07, 6150-07 and 9548-07.

Various Tools to be released as required for a period of thirty - six (36) months from the date of contract execution.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Christopher Lahciev, Procurement Administrator, 312/681-2456.

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

February 9, 2009



PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENTS FOR
Various tools to be released as required for a period of 36 months from the
date of contract execution.

REQUISITION NO.: B09OP01568

SPECIFICATION NO.: 331-06(R08), 416-07,
1026-07, 4330-07, 6150-07 and 9548-07

DRAWING NO.: None

PROJECT NO.: None

INSURANCE REQUIRED: None

BID DEPOSIT AMOUNT: None

INFORMATION:

Procurement Administrator: Chris Lahciev

Phone Number: (312) 681-2456

BID PACKAGES TO BE RETURNED TO:

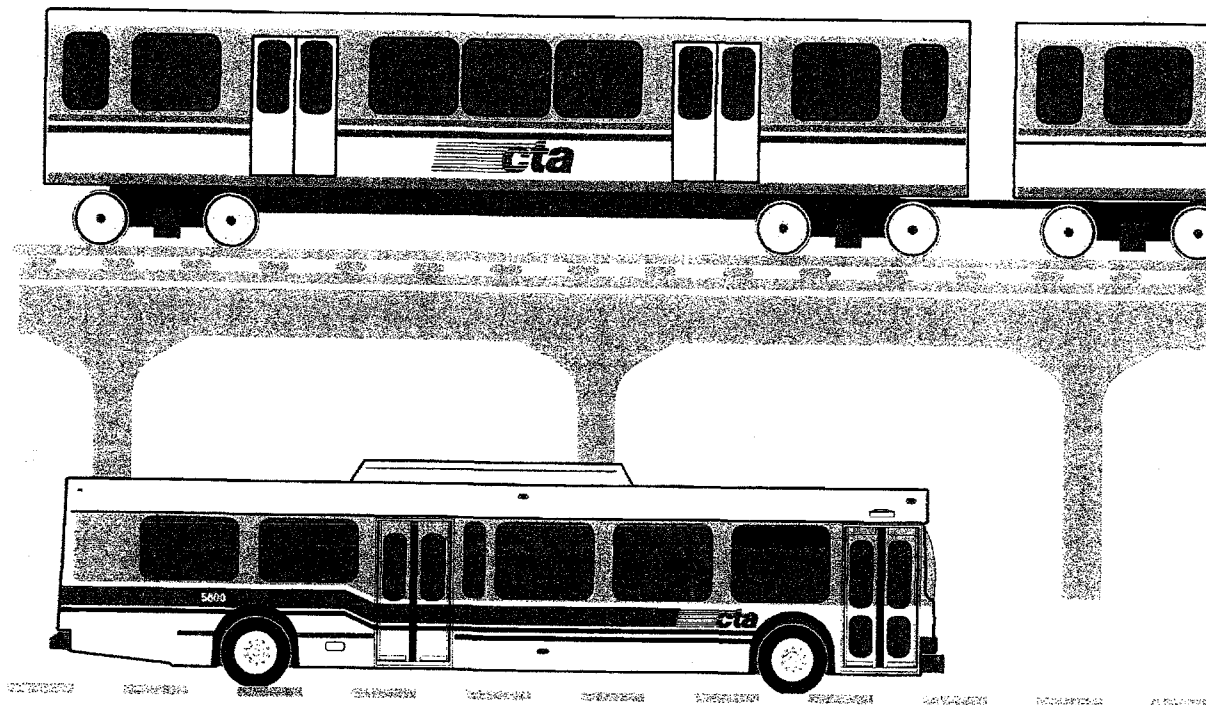
By Mail

**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 60680-4560
Marina Popovic, Acting Vice-President, Purchasing & Warehousing
Ron Huberman, President
Carole L. Brown, Chairman**

CONTRACT FOR SUPPLIES REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

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

1. DEFINITIONS:

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

2. COMPLIANCE WITH LAWS:

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

3. BID DEPOSIT:

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

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

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

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

4. PREPARATION OF PROPOSAL:

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

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

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

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

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

ALL SIGNATURES MUST BE SWORN TO BEFORE A NOTARY PUBLIC

5. SUBMISSION OF PROPOSALS:

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

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

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

6. WITHDRAWAL OF PROPOSALS:

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

7. RESPONSIBILITY OF BIDDER:

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

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

8. CONSIDERATION OF PROPOSALS:

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

9. NEGOTIATED CONTRACTS:

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

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

10. ACCEPTANCE OF PROPOSALS:

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

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

11. PERFORMANCE-PAYMENT BOND AND INSURANCE:

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

12. FAILURE TO FURNISH BOND OR INSURANCE:

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

13. INTERPRETATION OF CONTRACT DOCUMENTS:

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

14. CATALOGS:

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

15. TRADE NAMES:

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

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

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

16. RETURN OF BID DEPOSIT:

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

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

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

17. TAXES:

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

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

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

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

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

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

19. NOTICE:

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

CONTRACT FOR SUPPLIES (Continued)

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 WARRANTIES:

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

6. DELIVERY:

All materials shipped to the Chicago Transit Authority must be shipped F.O.B. 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 expenditures 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-responsive 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, Illinois 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

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

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

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

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

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.

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

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

Special Conditions-Disadvantaged Business Enterprise (Revised 2/1/06)

84693-1

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:

[illegible]

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:

[illegible]

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

**Schedule D:
AFFIDAVIT OF PRIME CONTRACTOR**

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

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

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

(Name - Please Print or Type)

(Phone)

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

(Name of Prime Contractor - Print or Type)

(Signature)

(Name and Title of Affiant - Print or Type)

(Date)

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

STANDARD GOVERNMENT REQUIREMENTS FOR MATERIAL AND EQUIPMENT PURCHASES

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

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

A. CONTRACT CHANGES. "Any proposed change in this contract shall be submitted to the Chicago Transit Authority for its prior written approval."

B. INTEREST OF MEMBERS OF CONGRESS. No members of, or delegate to, the Illinois General Assembly or the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

C. PROHIBITED INTERESTS. "No member, or officer, or employee of Chicago Transit Authority or a local public body with financial interest or control in this contract during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

D. INELIGIBLE CONTRACTORS. Contractors are required to certify that they ARE NOT included on the U.S. Comptroller General's Consolidated List of persons or firms currently debarred for violations of various Public Contracts incorporating labor standards provisions.

E. NONDISCRIMINATION. "In connection with the execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry or handicap. The contractor shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, ancestry or handicap. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship."

F. ILLINOIS HUMAN RIGHTS ACT - Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are 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 duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

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

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

7. **Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

8. **Clean Air** – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (7401 et seq.). The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA

9. **Federal Changes** – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (4) dated October 1, 1997) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

BID PROTEST PROCEDURES

SECTION I - AUTHORITY BID PROTEST PROCEDURE

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

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

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

B. Definitions For purposes of this section -

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

C. Submission of Protests

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

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

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

D. Types of Protests and Timing

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

1. Protests regarding solicitation

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

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

2. Protests regarding bid evaluation

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

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

3. Protests Regarding Award of Contract

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

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

E. Authority Response

1. Types of Protests

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

a. Protests regarding solicitation

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

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

b. Protests regarding bid evaluation

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

c. Protests after award

upon receipt of a timely filed protest regarding the award of a contract, the Authority will issue a stop work order, if necessary, until the resolution of the protest if the Authority determines that the protestor has established a Prima facie case that the contract was awarded fraudulently or in violation of that Federal or State law or the Authority's Procurement Regulations.

2. Decisions by Authority

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

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

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

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

SECTION II - FTA BID PROTEST PROCEDURE

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

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CONTRACT NO. B09OP01568**

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.

PERFORMANCE BOND/INSURANCE

None required.

DELIVERY

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

The Contractor is responsible to maintain sufficient inventory and have completed product available to fulfill CTA's delivery requirements. The Contractor is to deliver an ordered quantity to the Authority within 14 days (excluding CTA recognized holidays) after receipt of a Purchase Order Release.

ESTIMATED USAGE

Based on previous history CTA anticipates a 36 month expenditure of \$300,000.00. This figure is provided for your information only and in no way represents a commitment from CTA to purchase that quantity of material. Periodic releases will be issued over the period of this contract.

NON-STOCK PARTS:

Parts that are not specifically identified on the following proposal page(s) may also be purchased under this contract. Pricing for non-stock parts is to follow the same discount pricing structure being offered on itemized parts on the proposal page(s).

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

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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.

PROPOSAL PAGE(S) PREPARATION

The Bidder shall state on the Proposal, the name and number of manufacturer whose product is proposed, unit price, terms of payment, person to contact, phone number and whether his pricing are firm or subject to escalation. The bidder shall submit with his proposal literature as may be required to clarify the bid. Bid prices shall include all applicable charges **including the delivered price**. Line items awarded to Contractor shall be provided by Contractor, under terms and conditions of the Contract, during the life of the contract. Failure to provide awarded line items by Contractor during the life of the contract may be cause for termination of Contract and may jeopardize future awards to Contractor.

SPECIFICATION INTERPRETATION

The specification is intended to be descriptive but not restrictive. It is solely for the purpose of establishing the type and quality of the product which will meet the approval of the CTA. Whenever brand, manufacturer and product name are indicated in the specification, they are included only for the purpose of establishing identification and a general description of the item. Whenever such names appear, the term "or approved equal" is considered to follow. Any approved alternate from the referenced product specification must be documented by the bidder as to its compatibility and performance as being "equal to" the referenced item. The CTA retains exclusive right to determine acceptance of alternate proposed product(s).

ALTERNATE BRANDS

Alternate brands will be considered if equal to the approved items listed on the proposed brands. The bidder is to submit a technical specification sheet for evaluation of each item that varies from that listed in this proposal. The specification sheet must list in detail the capacities and performances associated with that item. The CTA reserves the right to determine if a substitution is acceptable or not acceptable. The CTA may also direct that a sample is required and is to be furnished for testing and evaluation. **Alternate items requiring extensive testing will not be considered for an award on this contract.**

SAMPLES

If so required, the bidder shall furnish sample item(s) of all sizes, types and alternates he proposes to furnish under this contract. Samples shall be made available within 10 days after request from CTA at no

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cost to the CTA. Failure to furnish a sample of the proposed product or failure of the proposed product to fully comply with this specification will be cause for rejection of bid.

BASIS OF CONTRACT AWARD

Award shall be made to the lowest responsive and responsible bidder. Bids will be evaluated by the total of extended prices, which are the unit prices quoted on the Proposal Sheets multiplied by the estimated usage shown (one(1) in the event of zero (0)), including any escalation. CTA reserves the right to award a contract in whole or on an item basis if bids received do not quote prices for all items requested. CTA encourages bidders to quote prices for all items requested.

DURATION OF CONTRACT

This Contract shall become effective as soon as a contract is executed and shall continue in effect for a period of 36 months from the date of contract execution.

ESCALATION

CTA encourages bidders to quote prices that are firm for the Contract period. If the bidder cannot offer firm prices, then he shall quote prices with a maximum percentage ceiling on escalation for the second and/or third 12 months of the Contract. Bidder shall submit, 30 days prior to any escalation, justification for said price increase. Note: Escalation, if quoted, is not automatically applied to the second and/or third 12 month period of the Contract. Rather, contractors shall provide to the Authority a request for and documentation justifying said request. Escalation will not be applied until the request and acceptable documentation are furnished.

PAYMENT

The Contractor shall submit an invoice for the acceptable and approved material delivered. Original invoices shall be forwarded to CTA Accounts Payable Department, P.O. Box 7565, Chicago, IL 60680. Payment to Contractor will be made net 30 days after final acceptance of material, receipt of Contractor's invoice, or in accordance with the terms of the 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 or service, whichever is later. Each invoice must include the CTA contract and release number.

PROMPT PAYMENT TO SUBCONTRACTORS

1. Prime Contractors are required to pay all subcontractors, both DBE and non-DBE, for all work which the subcontractor has satisfactorily completed, no later than five (5) business days after the prime Contractor received payment from CTA.
2. In addition, all retainage amounts must be returned by the prime Contractors 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.
3. A delay in or postponement of payment to the subcontractor requires good cause and prior written approval of the Purchasing Agent.
4. All prime Contractors are required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

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5. CTA will not reimburse prime Contractors for work performed unless and until the prime Contractor ensures that the subcontractors are promptly paid for the work they have performed to date as evidenced by the filing with CTA of lien waivers and canceled checks.
6. CTA will consider failure to comply with these prompt payment requirements a contract violation which may lead to any remedies permitted under law, including but not limited to, contract debarment.

INSPECTION

Sampling and Inspection for Acceptance: The CTA reserves the right to test and inspect all materials from each shipment of delivered supplies and reserves the right to reject supplies which do not comply with the specifications in particular and reject supplies to the Contractor. The rejected supplies will be replaced by the contractor with acceptable supplies with a time limit mutually agreed upon by the CTA and the Contractor at no additional charges to the CTA. The Contractor shall assume all associated costs on rejected supplies.

PACKAGING AND MARKING

The supplies shall be packaged according to industry standards to ensure arrival undamaged. All supplies shall be marked with the manufacturer's name, the trade name of the item, the quantity contained therein and with CTA's contract and release number(s).

ACCOUNTING SERVICES

The contract issued to the successful bidder will state the total expenditure authorization on the signed acceptance page. Contractor shall notify Authority in writing when ninety percent (90%) of the total authorization has been expended. Contractor shall not accept any requests for material and/or service in excess of the total contract expenditure authorization unless authorized in writing by the General Manager, Purchasing Department. Contractor shall be liable for any costs incurred as a result of his failure to either notify Authority or accepting requests not authorized by the General Manager, Purchasing Department.

TERMINATION FOR CONVENIENCE

The Chicago Transit Authority may terminate this Contract, in whole or in part, without cause, at any time, by written notice to the Contractor whenever the Authority determines that such terminations 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 Contract to the satisfaction of the Authority and for which no previous invoice was submitted to the Authority.

The Contractor shall be paid cost, including closeout costs, and profit for the service 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 to 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.

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WARRANTY

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

CTA ETHICS ORDINANCE

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

ACCESS TO RECORDS

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

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
SAW BLADES, HACKSAW, BAND SAW, HOLE SAW
SPECIFICATION NO. CTA 331-06(R08)

1. SCOPE

- 1.1 This specification covers the requirements for hand and power hack saw, band saw and hole saw blades.

2. DETAIL REQUIREMENTS

- 2.1 Refer to the Contract Documents for CTA item numbers and descriptions of the blades required.
- 2.2 All blades furnished shall meet all of the requirements of the CTA. The CTA shall be the sole judge of this requirement.
- 2.3 These blades shall be made of high speed steel and of the all hard or flexible back class.
- 2.4 The saw blades shall be in compliance with Federal Specification GGG-B-451D, Grade A (high speed steel). The Type I (hand) blades shall be Class 1 (single, all-hard or Class II (flexible back). The Type I power) blades shall be Class 1 (single, all-hard) or Class 2 (welded composite, high-speed edge. Grade B blades are not acceptable.
- 2.5 The high speed steel hacksaw blades furnished under this specification shall possess a qualification number issued by the requirements of Federal Specification GGG-B-451D titled Blade, Hand Hacksaw and Blade, Power Hacksaw.
- 2.6 The band saw blades furnished under this specification shall be in compliance with Federal Specification ASME-B94.51 titled Blades, Band Saw, Carbon Steel, Metal Cutting. Grade B blades are not acceptable.
- 2.7 The hole saws furnished under this specification shall be in compliance with ANSI/ASME Standard B94.54-99 titled Specifications for Hole Saws, Hole Saw Arbors, and Hole Saw Accessories.

3. GENERAL

- 3.1 If requested by the Authority, the bidder shall furnish, at the time of bidding, under his own letterhead, a Letter of Compliance which shall show that the saw blades that are going to be provided to the CTA are in compliance with this specification. This letter shall include the following: manufacturer's name and address, manufacturer's designation and the test or qualification references.

4. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

- 4.1 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract document. Potential bidders requiring additional information from a person or persons listed in the Special Conditions must route their requests through the Procurement Administrator. Potential bidders who contact any Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

Distribution: Mgr., Technical Services - Rail
Coord., Qual. Inspection
Mgr., Utility

SN/el - 9th Revision - 12/30/93
SAS/sas -16th Revision – 07/14/06
SAS/sas – Reviewed – 08/11/08

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATIONS
FOR
CHISELS: VARIOUS TYPES AND SIZES

SPECIFICATION NO. CTA 416-07

1. SCOPE

- 1.1 This specification covers the furnishing of various types and sizes of hand chisels used for cutting and shaping metals and wood, and track chisels used for track work.

2. APPLICABLE DOCUMENTS

- 2.1 The following documents form a part of this specification to the extent specified herein. The dates shown are for reference only, the current revision or edition at the time of Invitation For Bid shall apply.
- 2.1.1 Federal Specification GGG-C-313 - Chisels, Hand: Cape, Diamond Point, Cold, Round Nose, and Side Cutting.
- 2.1.2 Federal Specification GGG-C-311 - Wood Chisels.
- 2.1.3 American Society for Testing and Materials standard ASTM E 18-98 - Standard Test Method for Rockwell Hardness and Rockwell Superficial Hardness of Metallic Materials.

3. DETAIL REQUIREMENTS

- 3.1 Hand Chisels of the Cape, Diamond Point, Cold, Round Nose and Side Cutting Types, that are not defined as Track Chisels or Wood Chisels shall comply with the following requirements, as was specified in Federal Specification GGG-C-313. The Type and Class or Style, as defined and illustrated in Fed. Spec. GGG-C-313, shall be indicated in the Contract Document.
- 3.1.1 Material - The hand chisels furnished under this specification shall be hot-forged of an alloy steel (i.e. AISI/SAE designation S5 or a UNS designation of T41905) having good cutting, wear, and shock resisting properties capable of withstanding the tests specified in section 4 - "TESTING" herein.
- 3.1.2 Hardness - The hand chisels furnished under this specification shall be oil quenched and heat treated so as to have a working end hardness of not less than 53 nor more than 59 on the Rockwell C scale, and a striking surface (i.e. head) hardness of not less than 44 nor more than 59 on the Rockwell C scale.

3. DETAIL REQUIREMENTS (Contd.)

3.1.3 Finish - All surfaces of the hand chisels shall be free from burrs, roughness, and excessive oxide scale. The ground surfaces forming the cutting edge shall have a bright finish with a maximum of 125 (Arithmetical Average) roughness height rating. The struck end of all chisels shall either be chamfered or provided with an upset head to minimize mushrooming. The top of the struck end shall be finished with either a slight symmetrical crown or at right angles, within 2 degrees, of the longitudinal axis of the body. The chamfer of the struck ends for all chisels, except those having an upset head design, shall be machined or ground within an included angle of 40 to 80 degrees. The length of the chamfer, measured from a flat surface of the body rather than from a corner of the body, shall be as follows:

- Chisels 1/4 inch or less across flats; 1/16 inch minimum length.
- Chisels 5/16 inch, up to and including 7/16 inch across flats; 3/32 inch minimum length.
- Chisels 1/2 inch, up to and including 11/16 inch across flats; 1/8 inch minimum length.
- Chisels 3/4 inch and over across flats; 5/32 inch minimum length.

3.1.4 Body shape - The bodies shall be square, hexagonal, or octagonal in cross section. Chisels with a square body shall be either quarter octagon or have the corners suitably rounded.

3.1.5 Marking - Each chisel shall be plainly and permanently marked with the manufacturer's name and/or trademark of such known character that the source of manufacture may be readily determined.

3.2 Wood chisels shall comply with Federal Specification GGG-C-311.

3.2.1 The type of handle (i.e. leather tipped wood, plastic or straight metal), and width size of chisel shall be indicated in the Contract Document

4. TESTING

4.1 The hand chisels used for cutting metals shall be subject to the following tests.

4.1.1 Hardness Test - Hardness tests shall be conducted in accordance with ASTM E 18 to determine compliance with 3.2.2.

4.1.1.1 Work end hardness - Hardness impressions on the work end of the chisels shall be taken within 1/2 inch from the cutting edge and in accordance with ASTM E 18.

4. TESTING (Contd.)

4.1.2 Performance test - Performances testing of the metal cutting hand chisels shall be conducted using a square or rectangular AISI 1040 to AISI 1060 carbon steel bar test specimen, having a minimum thickness of 3/4 inch and of sufficient length. The bar shall be secured in a rigid manner on a solid foundation such as an anvil or steel block of not less than 20 pounds. The test bar specimen shall show a hardness of not less than 25 nor more than 30 on a Rockwell C scale.

4.1.2.1 Method of test Types I, IV & VII chisels - Types I, IV, & VII chisels shall be held firmly in as near a vertical position as possible with the work end resting on the flat surface of the test bar. The chisels shall be struck with the applicable machinist's hammer (see Table 1) as squarely as possible at least 20 blows to produce at least 15 indentations in the test bar.

4.1.2.2 Method of test Types II & VI chisels - Types II & VI chisels shall be held as in 4.1.2.1 except at a 45 degree angle and shall be struck with the applicable machinist's hammer (see Table 2) as squarely as possible to produce indentations in the test bar. At least 25 indentations shall be made in the test bar by each sample chisel.

4.1.2.3 Any evidence of spalling, cracking, excessive dulling or turning of the cutting edge; or bending or chipping of the head (struck end) during the test shall be cause for rejection. A minor amount of mushrooming of the head (struck end) is acceptable.

4.2 The following tables indicate the applicable machinist's hammer to be used in the performance tests specified in 4.1.2.1 and 4.1.2.2.

TABLE 1 HAMMERS for TESTING TYPES I, IV, & VII Chisels	
Chisel Size - Distance Across Flats in Inches	Weight of Hammer in Ounces
3/16	8
1/4	8
5/16	12
3/8	16
7/16	16
1/2	24
5/8	24
3/4	32
7/8	32

4. TESTING (Contd.)

4.2 (Contd.)

TABLE 2 HAMMERS for TESTING TYPES II & VI Chisels		
Width of Cutting Edge in Inches	Hammer	
	Weight in Pounds	Handle Length in Inches
up to 7/16	1	14
1/2 to 5/8	1-1/2	15
over 5/8	2	16

5. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

- 5.1 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract document. Potential bidders requiring additional information from a person or persons listed in the Special Conditions must route their requests through the Procurement Administrator. Potential bidders who contact any Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

DISTRIBUTION: Mgr., Technical Services - Rail
Mgr., Technical Support

JJS/el - Initial Spec. - 1/27/95
SAS/sas- 7th Revision – 06/14/07

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
ALLOY STEEL REQUIREMENTS FOR
SHOP AND TRACK TOOLS

SPECIFICATION NO. CTA 1026-07

1. SCOPE

- 1.1 This specification details the requirements for alloy tool steel that is used in various tools purchased by the Chicago Transit Authority such as hot chisels, punches, flatters and hand flats.

2. DETAIL REQUIREMENTS

- 2.1 Steel used shall be a shock-resisting alloy steel with an AISI/SAE designation of S5 or a UNS designation of T41905. Steel shall resist spalling when tools are in use.
- 2.2 Steel shall be oil quenched and heat-treated to the Rockwell "C" scale as shown in TABLE 1.

TABLE 1

HARDNESS
ROCKWELL "C" SCALE

TOOL	HEAD	STRIKING SURFACES	CUTTING SURFACES
Hot Chisels	45-58	----	55-58
Hand Back-Out Punches	45-58	----	52-55
Flatters	45-58	----	45-58
Hand Flats	45-58	----	55-58

3. WORKMANSHIP & FINISH

- 3.1 Tools shall be properly forged in accordance with drawings or from description as specified in the Chicago Transit Authority order or contract.

4. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

- 4.1 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract document. Potential bidders requiring additional information from a person or persons listed in the Special Conditions must route their requests through the Procurement Administrator. Potential bidders who contact any Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

DISTRIBUTION: Mgr., Technical Services.-Rail

JJS/el - 1st - Revision - 2/21/95
SAS/sas – 6th Revision – 06/14/07

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
HAND TOOLS: HAMMERS, MALLETS, PLIERS,
SCREWDRIVERS AND NUTDRIVERS

SPECIFICATION NO. CTA 4330-07

1. SCOPE

- 1.1 This specification covers various types of hand tools such as hand hammers, mallets, pliers, screwdrivers and nut drivers which will be used throughout the Chicago Transit Authority (CTA).

2. DETAILED REQUIREMENTS

- 2.1 The following table lists the hand tools including applicable industry standards:

TABLE 1

HAND TOOLS	STANDARDS
HAMMERS / MALLETS:	
Surface Protective	Fed. Spec. GGG-H-33a-1996 and Fed. Spec. NN-H-93c-1995
Carpenter's	Fed. Spec. A-A-3099-96
PLIERS:	
Slip Joint	AISI/ASME Spec. B107.23M-97
Retaining Ring	AISI/ASME Spec. B107.19M-93 (R1998)
Diagonal Cutting	AISI/ASME Spec. B107.11M-02
Lineman's	AISI/ASME Spec. B107.20M-98
Wire Twister –Cutter	AISI/ASME Spec. B107.18M-96
Needle Nose	AISI/ASME Spec. B107.13M-96
Slip Joint – Cutter	AISI/ASME Spec. B107.22M-98

2. DETAILED REQUIREMENTS (Contd.)

2.1 (Contd.)

TABLE 1

HAND TOOLS	STANDARDS
SCREWDRIVERS & NUTDRIVERS:	
Flat Tip, Regular Duty	Per ANSI/ASME Spec. B107.15-02
Flat Tip, Bolstered	Per ANSI/ASME Spec. B107.15-02
Flat Tip, Cabinet	Per ANSI/ASME Spec. B107.15-02
Phillips (Cross Point)	Per ANSI/ASME Spec. B107.15-02
Inch Series Socket Wrench, Spin Type, Screwdriver Grip (Nut Driver)	Per ANSI/ASME Spec. B107.12-97 or Fed. Spec. GGG-W-657c-1976
Metric Socket Wrench, Spin Type, Screwdriver Grip (Nut Driver)	Per ANSI/ASME Spec. B107.35M-97
Spiral Ratchet	Per ANSI/ASME Spec. B107.35M-97
Double Offset, Flat Tip & Phillips	Per ANSI/ASME Spec. B107.15-02
Screw Starting Screw Drivers	Per Fed. Spec. GGG-S-121E

- 2.2 The version dates shown are for reference only, the current edition at the time of Invitation For Bid shall apply. The Federal Specifications listed in Sections 2.1 have been cancelled for use in Federal Contracts. The CTA requires the same level of quality as described in these specifications prior to their cancellation.
- 2.3 All cross tip sizes shall be manufactured within the tolerances required by ANSI/ASME B107.31M-97 gauging standard.
- 2.4 The hammers, mallets, pliers and screwdrivers/nutdrivers shall be new and covered in full by the manufacturer's warranty against defects in material and workmanship.
- 2.5 The finish coating of screwdriver and nutdriver shafts required shall be chromium or nickel as specified in the ANSI/ASME standard unless otherwise specified in the contract document.
- 2.6 All screwdrivers and nutdrivers furnished shall be marked in a plain and permanent manner with the manufacturer's name or trademark and with the tip or wrench size as required by the applicable ANSI/ASME standard.
- 2.7 CTA reserves the right to add to this contract other types and sizes of hammers, mallets, pliers, screwdrivers and nutdrivers that may be required.

3. APPROVED AND NON-APPROVED ITEM INFORMATION

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

4. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

- 4.1 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract document. Potential bidders requiring additional information from a person or persons listed in the Special Conditions must route their requests through the Procurement Administrator. Potential bidders who contact any Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

Distribution: Mgr., Technical Services.-Rail
 Mgr., Technical Support.

MD/dsd - 8th Revision -08/06/98
SAS/sas - 12th Revision – 06/14/07

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
BLADES: SAW, MILWAUKEE ELECTRIC TOOL CORP.
SPECIFICATION NO. CTA 6150-07

1. SCOPE

- 1.1 This Specification covers the requirements of various saw blades designed to fit Milwaukee Electric Tool Corporation saws used by the CTA.

2. DETAIL

- 2.1 This specification is intended to be descriptive but not restrictive and is solely for the purpose of indicating the type and quality of saw blades that will meet the requirements of the CTA.
- 2.2 The types of blades covered under this specification are as follows:
- 2.2.1 Milwaukee heavy-duty A-Sawzall® blades with 2" universal tang for reciprocating saws.
- 2.2.2 Milwaukee heavy-duty jigsaw blades with 1/4" universal tang for electric jig saws.
- 2.3 The particular type, length, teeth per inch, and CTA approved part numbers are identified in the Contract Documents.
- 2.4 The blades shall be new and supplied in the manufacturer's original packaging.

3. APPROVED AND NON-APPROVED ITEM INFORMATION

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

4. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

- 4.1 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract document. Potential bidders requiring additional information from a person or persons listed in the Special Conditions must route their requests through the Procurement Administrator. Potential bidders who contact any Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

Distribution: Coord. Qual. Insp.

EHA/el - Initial Spec. - 12/13/88
JSC/jsc - 5th. Revision -4/11/07

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
TRACK HAND TOOLS: STRIKING AND STRUCK
SPECIFICATION NO. CTA 9548-07

1. SCOPE

- 1.1 This specification will describe the requirements for a contractor to provide striking and struck track hand tools with and without handles that will be used throughout the Chicago Transit Authority (CTA).

2. DETAIL REQUIREMENTS

- 2.1. Hand tools with and without handles that meets the requirements specified in American Railway Engineering and Maintenance of-Way Association (AREMA), Section 5; Part 6, Specifications and Plans for Track Tools Specification will be accepted.
- 2.1.1 Chisels shall meet the geometry, contour, dimensions, and tolerances shown on AREMA Figure 6-18. Plan 17-83.
- 2.1.2 Maul, Spike shall meet the A.R.E.M.A. Chapter 5, Part 6, and Plan 3-83.
- 2.1.3 Clay Pick shall meet the A.R.E.M.A. Chapter 5, Part 6, and Plan 1-62.
- 2.1.4 Tamping Pick shall meet the A.R.E.M.A. Chapter 5, Part 6, and Plan 2-62.
- 2.1.5 Sledge shall be double-faced and shall meet the A.R.E.M.A. Chapter 5, Part 6, and Plan 13-83.
- 2.1.6 Hand tools handles shall meet the A.R.E.M.A. Chapter 5, Part 6, and Plan 25-83
- 2.1.7 The ash and hickory for track tools must meet the A.R.E.M.A. Chapter 5, Part 6.2.
- 2.2 All track hand tools furnished shall be new and covered in full by the manufacturer's warranty against defects in material and workmanship.

3. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS
- 3.1 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract document. Potential bidders requiring additional information from a person or persons listed in the Special Conditions must route their requests through the Procurement Administrator. Potential bidders who contact any Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

DISTRIBUTION: Mgr., Track and Structure Engineering - Civil

SAS/sas – Initial Specification - 06/14/07

PROPOSAL

**SPECIFICATION NO. CTA 331-06(R08), 416-07, 1026-07, 4330-07, 6150-07 and 9548-07
CONTRACT NO. B09OP01568**

By execution of this Proposal the undersigned offers, in accordance with the terms of the Contract Documents of which this Proposal is a part, to supply various tools as may be required, as described in these General and Special Conditions and Detail Specification No(s). CTA **331-06, 416-07, 1026-07, 4330-07, 6150-07 and 9548-07** at the prices quoted on the following proposal pages. This Contract shall become effective as soon thereafter as the Contract is executed and will continue in effect for a period of 36 months.

Prices quoted shall be **firm** for the contract duration unless escalation is stated below. Escalation shall be allowed for the second and third year of the contract only.

Escalation prices with _____% maximum ceiling on escalation, for the second 12 months of the contract only. All requests for price increases, if any, must give the CTA a written thirty (30) day advance notice before the price increase is to go into effect.

Escalation prices with _____% maximum ceiling on escalation, for the third 12 months of the contract only. All requests for price increases, if any, must give the CTA a written thirty (30) day advance notice before the price increase is to go into effect.

Please see attached information for CTA Lot Numbers, approved manufacturers and to furnish unit pricing.

ALL ITEMS UNIT PRICING IS PER PIECE, EACH, NOT PER BOX.

COMPANY BIDDING: _____

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

TERMS: DISCOUNT: _____% _____ DAYS, NET _____ DAYS

PURCHASING / WAREHOUSING DEPARTMENT
BID PROPOSAL SHEET

RFQ Number: 60444

Requisition Num: B09001568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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1	1720064	PC	79	MYERS	800			
				GENHAR	818			

Description: BLADE, 6-1/2" OVERALL., PCK. INFO: PC 1 PC
AWL: RYAN, HOT FORGED TOOL STEEL, SHAFT, 3-1/2" LONG X 1/4" DIAMETER, POINTED

2	1722517	PC	20	MORSEMECH	21239			
				CHCOLATR	62724			

Description: PC 1 PC
REAMER: HAND, STRAIGHT FLUTE, HIGH SPEED STEEL, DIAM. 3/8" LENGTH, OVERALL 5",

3	1722521	PC	0	REPUBLIC	564			
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Description: 1/2", PCK. INFO: PC 1 PC
REAMER: HAND, STRAIGHT FLUTE, HIGH SPEED STEEL, DIAM. 7/16" LENGTH, OVERALL 5-

4	1722525	PC	23	MLRBRG	900			
				WHTMERN	250-6			
				GENERALS	131			
				ALVORDPO	101-1/2			

Description: UOP: PC 1PC
REAMER: HAND, STRAIGHT FLUTE,, HIGH SPEED STEEL, DIAM. 1/2" LENGTH, OVERALL 6",

5	1722539	PC	0	ALVORDPO	101-7/8			
				MILBUR	900			

Description: 3/4", PCK. INFO: PC 1 PC
REAMER: HAND, STRAIGHT FLUTE, HIGH, SPEED STEEL DIAM. 7/8" LENGTH OVER., ALL 9-

6	1722685	PC	0	WHTMERN	250S			
				MILLRSRU	901			
				ALVORDPO	109			

Description: PC 1 PC
REAMER: HAND, SPIRAL FLUTE, HIGH SPEED,, DIAM. 7/8", LENGTH OVERALL 9-3/4",

Run Date: 01/21/09
Run Time: 10:40:21

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

Page 2 of 36

RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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7	1728237	PC	0	GREENLEE	836			
				WHITMERN	270-5/8			
				MAYFAIR	125			
				CLVTWSTD	616-5/8			
				MICHRIL	532			

REAMER: TAPER, TAPER BRIDGE, SPIRAL FLUTE, HIGH SPEED, TAPER SHANK, 2, FULL DIA.
Description: 5/8", LENGTH OVERALL 10", UOP: PC 1PC

8	1728230	PC	331	RAILBOLT	1728230			
				STARRE	SF-1214			
				MILFORD	00112			
				SIMONDSA	31-512140			
				MORSECUT	HRM1214			
				DIASAW	M-1214			

BLADE: HACK SAW, TYPE I, HAND, GRADE A, HIGH SPEED STEEL, CLASS 2, FLEXIBLE BACK
Description: 12" X 1/2" X 0.025", 14 TEETH PER INCH, SPEC. NO: 331, PCK. INFO: BX 100 PC

9	1728231	PC	38	MILFORD	00114			
				STARRE	SF-1218			
				MAYFAIR	HRM-1218			
				MORSECUT	HRM-1218			
				SIMONDSA	31-512180			
				RAILBOLT	1218BF			
				DIASAW	M-1218			

(per piece)
(each)

BLADE: HACK SAW, TYPE I, HAND, GRADE A, HIGH SPEED STEEL, CLASS 2, FLEXIBLE BACK
Description: 12" X 1/2" X 0.025", 18 TEETH PER INCH, SPEC. NO: 331, PCK. INFO: BX 100 PC

10	1728232	PC	248	MORSECUT	HRM-1224			
				MILFORD	00116			
				STARRE	SF-1224			
				SIMONDSA	31-512240			
				DIAMONDA	M-1224			
				MAYFAIR	HRM-1224			
				RAILBOLT	1224BF			

(per piece)
(each)

BLADE: HACK SAW, TYPE I, HAND, GRADE A, HIGH SPEED STEEL, CLASS 2, FLEXI- BLE
Description: BACK 12" X 1/2" X 0.025", 24 TEETH PER INCH, SPEC. NO: 331, PCK. INFO: BX 100 PC

Run Date: 01/21/09
Run Time: 10:40:21

C H I C A G O T R A N S I T A U T H O R I T Y
PURCHASING / WAREHOUSING DEPARTMENT
B I D P R O P O S A L S H E E T

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RFQ Number: 60444 Requisition Num: B090P01568

Buyer Name: Lahclev, Chris Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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11	1728236	PC	107	MILFORD STARRE RAILBOLT SIMONDSA DIAMDSA MORSECUT SANDVIK	00118 SF-1232 1232 BF 31-512320 M-1232 HBE1232 1604			(per piece) each
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Description: 12" X 1/2" X 0.025", 32 TEETH PER INCH., SPEC. NO: 331, PK. INFO: BX 100 PC

12	1728307	PC	0	STARRETC SIMONDSA SIMONDSA	HEFB-1/2 37-460000-0501 37-453000			
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Description: BAND SAW, METAL CUTTING FLEXIBLE, BACK HARD EDGE, 1/2" X 0.025", 23 GAUGE, REG. 14, TEETH PER INCH 61" LENGTH,, WELDED AND FINISHED. INGERSOLL-RAND, TURF TEMPER, SPEC. NO: 331, PK. INFO: PC 1 PC

13	1728313	FT	0	SIMNDSTO MILFORD	2R17T 54165			(per 100')
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Description: BAND SAW, HARD EDGE, FLEXIBLE, BACK, METAL CUTTING, 1/2" X 0.025", 23, GAUGE, 18 TEETH PER INCH, RAKER REGULAR, SET, CONVENTIONAL TOOTH PATTERN, FED., SPEC. GGG-B-421 LATEST, TYPE 1, STYLE, 1, DO ALL "PRECISION", HELLER NECUT., SPEC. NO: 331, PK. INFO: COIL 100 FT

14	1728326	PC	20	STARRETC MILFORD SIMONDSA	HEFB-13'11 FLEXBACK-C 37-571000-13'11			
----	---------	----	----	---------------------------------	---	--	--	--

Description: BAND SAW, METAL CUTTING, 14, TEETH PER INCH, RAKER SET, LENGTH AND, SIZE 13'11" X 1" X 0.035". WELDED AND, FINISHED COMPLETE. FOR KALAWAZOO METAL, CUTTING BAND SAW NO. 1220-W. STARRETT, HARD EDGE FLEX BACK, SPEC. NO: 331, PK. INFO: PC 1 PC

RFQ Number 60444 Requisition Num: B090P01568

Buyer Name: Lahciv, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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15	1728329	CL	3	SIMONDSA MILFORD DIAMDDR	37-187000 FLEXBACK-24 TEETH STERLING-24 TEETH			
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(per 100 Ft)
coil

BLADE: BAND SAW, HARD EDGE, FLEXIBLE, BACK, METAL CUTTING, 3/8" X 0.025", 23
GAUGE, 24 TEETH PER INCH, 100 FT., COIL, RAKER REGULAR SET, CONVENTIONAL, TOOTH
Description: PATTERN, FED. SPEC. GGG-B-421, LATEST, TYPE 1, STYLE 1., SPEC. NO: 331, PCK.
INFO: COIL 1 COIL

16	1728349	PC	100	MILRSFAL BLUMOL	C-2443 HDM-224			
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BLADE: RECIPROCATING SAW, METAL SCROLL, 4" 24 TEETH FOR RCS MODEL 250 SUPER SAW.,
Description: PCK. INFO: PC 1 PC

17	1728351	PC	77	DEWALT MLWTOOL MAYFAIR	DW-3710 48-42-0540 SC410			
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(per piece)
each

Description: BLADE: JIG SAW, HIGH SPEED STEEL,, FINE TOOTH., PCK. INFO: PK 5 PC

18	1728354	PK	0	BLACKDEC MLWTOOL	39757 48-42-0640			
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(per piece)
each

Description: BLADE: JIG SAW, PCK. INFO: PK 5 PC

19	1728355	PC	62	DEWALT DEWALT	DW3701 DW3700-5			
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BLADE: JIG SAW, HIGH SPEED STEEL,, COURSE SET TOOTH., B & D #39758, PCK. INFO:
Description: PC 1 PC

20	1728358	PC	91	MLWTOOL RULEIND MLWTOOL	48-00-1178 HDM232 48-00-5185			
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BLADE: SAWZALL, HI-SPEED METAL CUTTING, 32 TEETH PER INCH, 4" LONG., SPEC. NO:
Description: 6150, PCK. INFO: PC 1 PC

RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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21	1728366	PC	27	MLWTOOL CHICAGOP	48-42-0200 J1			
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Description: 6 TEETH PER INCH., PCK. INFO: PC 1 PC
BLADE: JIG SAW, WOOD CUTTING, GENERAL, PURPOSE, HIGH CARBON STEEL, 3-1/8", LONG,

22	1728367	PC	4	MLWTOOL DISSTON	48-42-0240 450 5411			
----	---------	----	---	--------------------	------------------------	--	--	--

Description: 3-1/8" LONG, 8 TEETH PER INCH., PCK. INFO: PC 1 PC
BLADE: JIG SAW, WOOD CUTTING, GENERAL, PURPOSE, HIGH CARBON STEEL, TAPER, GROUND,

23	1728369	PC	30	LENOX SKILSAW STANLYTO FIT-ALL ROCKWELL MLWTOOL BLACKDEC	20610314J 22085 15-700 J8 12516 48-42-0101 49490		
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Description: TEETH PER INCH., PCK. INFO: PC 1 PC
BLADE: JIG SAW, METAL CUTTING, HIGH SPEED STEEL 2-3/4" TO 3" LONG, 12, TO 14

24	1728370	PC	29	MLWTOOL	48-42-0140			
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Description: INCH., SPEC. NO: 6150. PCK. INFO: PC 1 PC
BLADE: JIG SAW, METAL CUTTING, HIGH, SPEED STEEL 2-3/4" LONG, 21 TEETH, PER

25	1728371	PC	0	MLWTOOL	48-42-0801			
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Description: BLADE: JIG SAW, MEDIUM GRIT TUNGSTON, CARBIDE, 2-7/8" LONG., PCK. INFO: PC 1 PC

26	1728372	PC	0	MLWTOOL	48-42-0850			
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Description: INCH., PCK. INFO: PC 1 PC
BLADE: JIG SAW, HIGH SPEED STEEL, FOR ABRASIVE MATERIALS 4" LONG, 8 TEETH PER

Run Date: 01/21/09
Run Time: 10:40:21

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

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RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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27	1728373	PK	37	GENERALS STANLYTO	857 11-961			
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Description: BLADE: HOOK, REPLACEMENT, FOR REMOVING, SHRINKABLE TUBING FROM TRACTION MOTOR, CABLES., FOR STANLEY KNIVES 10-099, 10-199, 10-299, 10-399, 10-499, 10-519, 10-599 AND OTHER UTILITY KNIVES. FIVE, PCS. PER PACK., PCK. INFO: PK 1 PK

28	1728379	PC	0	UNITEDAB MAYFAIR EVANS, RG	23413 CC1288 RED-X-HS-D			
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Description: BLADE: CONCRETE AND MASONRY CUTTING, 12" DIAM., 1/8" THICK, 1" ARBOR. MUST. HAVE SAFE FREE SPEED OF 6000 RPM FOR TARGET QUICKKIT SAW., UOP: PC 1PC

29	1728382	PC	0	HOUGENR	01363			
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Description: CUTTER: RUNNING RAIL, 1-7/16" X 2", TIN/PREM HSS., HOUGEN-ROTABROACH P/N ONLY., MATERIAL SUBJECT TO INSPECTION -A/563, 6 PCS. IN STOCK AT ALL TIMES.

30	1728395	PC	18	ARMSTRON	86-265			
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Description: BLADE: HIGH SPEED TOOL STEEL TAPERED, PARTING, TO FIT NO. 3/4" X 1-5/8" X 8", HOLDER 3/16" X 1" X 6-1/2" BLADE., ARMSTRONG 83-175 HOLDER, ARMSTRONG 86-265, PCK. INFO: PC 1 PC

31	1728406	PC	0	STIHL MCCULLOH OREGONW	33PM2 89981-12 D8172SG			
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Description: BLADE: CHAIN SAW, 24", NOTE: PLEASE KEEP 5 PCS. ON HAND AT. ALL TIMES., 999999, UOP: PC 00001PC

32	1728412	PC	215	RULEIND MLWTOOL WESLND	W410 48-00-5092 W 410			
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Description: BLADE: SAW, 6" LONG, 10 TEETH TO 1", FOR MILWAUKEE ELECTRIC TOOL CORP., MODEL 414" SAWZALL., SPEC. NO: 6150, PCK. INFO: PC 1 PC

(per piece)
each

Run Date: 01/21/09
Run Time: 10:40:21

C H I C A G O T R A N S I T A U T H O R I T Y
PURCHASING / WAREHOUSING DEPARTMENT
B I D P R O P O S A L S H E E T

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RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahciev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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33	1728413	PC	61	MLWTOOL	4801-1163			
Description: BLADE: METAL CUTTING, 3-5/8" LONG, 18 TEETH PER 1", FOR MILWAUKEE ELECTRIC TOOL MODEL 414, "SAWZALL", FOR CUTTING METAL LESS THAN 1/8" THICK., SPEC. NO: 6150, PCK. INFO: PC 1 PC								

34	1728414	PC	526	MLWTOOL	48-00-1184			
Description: BLADE: SAWZALL, 6' LONG, 18 TEETH TO 1", FOR MILWAUKEE ELECTRIC TOOL MODEL 414., PCK. INFO: PC 1 PC								

35	1728415	PC	899	STANLEY MLWTOOL	16-212 48-01-6189			
Description: BLADE: SAWZALL, RECIPROCATING, HIGH ALLOY STEEL, 12" LONG 18 TEETH PER INCH., SPEC. NO: 6150, PCK. INFO: PKG 5 PC								

36	1728416	PC	616	MLWTOOL GREENFIE	48-00-1064 AG610-50			
Description: BLADE: SAW, 6" LONG, 10 TEETH TO 1", FOR MILWAUKEE ELECTRIC TOOL MODEL 414, SPEC. NO: 6150, PCK. INFO: PC 1 PC								

37	1728417	PK	42	MLWTOOL	48-00-5161			
Description: BLADE: SAW, 3-5/8" LONG, 10 TEETH TO 1", FOR MILWAUKEE ELECTRIC TOOL, MODEL 414, SPEC. NO: 6150, PCK. INFO: PK 10 PC								

38	1728418	PC	0	MLWTOOL	48-00-1161 - PC 48-00-5161			
Description: BLADE: SAW, 3-5/8" LONG, 10 TEETH TO 1", FOR MILWAUKEE ELECTRIC TOOL, MODEL 414, SPEC. NO: 6150, PCK. INFO: PC 1 PC								

39	1728419	PC	0	RULEIND MLWTOOL	HDMC214 48-00-1162			
Description: BLADE: SAW, 3-5/8" LONG, 14 TEETH TO 1", FOR MILWAUKEE ELECTRIC TOOL MODEL 414, SPEC. NO: 6150, PCK. INFO: PC 1 PC								

(per piece)

(per piece)

RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahciev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No Offered	Unit Price
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40	1728420	PC	0	LEN0X	414R
				MLWTOOL	48-00-1172

BLADE: SAW, 4" LONG, 14 TEETH TO 1", FOR MILWAUKEE ELECTRIC TOOL MODEL 444,
Description: SAWZALL, SPEC. NO: 6150, PKG. INFO: PC 1 PC

41	1728451	PC	25	DEWCO	16-212
				ROOTBOS	105BC
				STANLYTO	16-612
				MONASTER	3590A15

CHISEL: WOOD, 3/4" WITH BEVEL EDGE, PROTECTIVE TIP ON HANDLE, BLADE 3", LONG.,
Description: PCK. INFO: PC 1 PC

42	1728459	PC	100	RULEIND	HDM218
				MLWELECT	48-00-1174

BLADE: METAL CUTTING SAWZALL RECIPROCATING SAW, HIGH SPEED STEEL, HEAVY DUTY, 4"
Description: LONG, 18 TEETH PER INCH., SPEC. NO: 6150, UOP: PACK 25PC

43	1728462	PC	159	MAYFAIR	58-06-3640
				MILFORD	88143
				BLUMOL	G-6034
				MILRSFAL	G-6034
				MAGNA	88181

BLADE: WOOD CUTTING, SUPER SAW, RECIPROCATING, 6 TEETH PER INCH, COMBINATION
Description: SERIES 4-6 PRS CUTTING DEPTH 4"., FCK. INFO: PC 1 PC

44	1728464	PC	206	STANLYTO	21-293
Description: BLADE: REPLACEMENT. FLAT REGULAR. UOP: PC 1PC					

45	1728465	PC	94	STANLYTO	21-299
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Description:	BLADE: SURFORM REPLACEMENT HALF ROUND, REGULAR CUT.,	UOP: PC	1PC
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46	1728466	PC	75	STANLEY	21-393
				STANLYTO	394-B

Description:	BLADE: REPLACEMENT, FINE CUT.,	UOP: PC	1PC
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Run Date: 01/21/09
Run Time: 10:40:21

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

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RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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47	1728480	PC	0	Snaponto	1832			
				Dasco	420			

CHISEL: FLAT LONG, 18" LONG,, 7/8" OCTAGON STOCK 1" EDGE, SPEC. NO: 416,
Description: PK. INFO: PC 1 PC

48	1728481	PC	7	HARGRAVE	200-5/8			
				OSBORNMF	325-5/8			
				Dasco	406			

CHISEL: FLAT COLD, 5/8" X 6" ELECTRIC, FURNACE STEEL, SPEC. NO: 416, PCK.
Description: INFO: PC 1 PC

49	1728482	PC	0	Dasco	408			
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CHISEL: FLAT COLD, 3/4" X 7", ELECTRIC FURNACE STEEL, SPEC. NO: 416, PCK.
Description: INFO: PC 1 PC

50	1728484	PC	5	MAYHEW	70216			
				Snaponto	PPC-828A			
				CRAFTSMA	9RY42976			
				MATCO	LC288			
				OSBORNMF	325-7/8			
				WILMS.JH	C-28			
				Dasco	413			
				CINCINTO	200			

CHISEL: FLAT, COLD, HEAT TREATED, FORGED ALLOY STEEL, 7/8" SIZE,, 7-1/2" MINIMUM
Description: LENGTH, SPEC. NO: 416, PCK. INFO: PC 1 PC

51	1728485	PC	0	OSBORNMF	328			
				Dasco	415			
				GRTLAKES	415			

CHISEL: FLAT COLD, 7/8 X 12",, ELECTRIC FURNACE STEEL, SPEC. NO: 416, PCK.
Description: INFO: PC 1 PC

52	1728486	PC	12	MAYHEW	70219			
				DAVIESMF	112			

CHISEL: FLAT COLD, 7/8" X 18",, ELECTRIC FURNACE STEEL, SPEC. NO: 416, PCK.
Description: INFO: PC 1 PC

C H I C A G O T R A N S I T A U T H O R I T Y
PURCHASING / WAREHOUSING DEPARTMENT
B I D P R O P O S A L S H E E T

RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahciev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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53	1728492	PC	26	MLWTOOL	48-62-2030			
CHISEL: COLD, 18" LONG FOR USE WITH, MILWAUKEE 1-1/2" ROTARY HAMMER, MODEL #5347., PCK. INFO: PC 1 PC								

54	1728493	PC	12	MLWTOOL	48-62-2040			
CHISEL: SCALING, 1-1/4" X 12", FOR, USE WITH MILWAUKEE 1-1/2" ROTARY, HAMMER MODEL #5347., SPEC. NO.: , REV. NO.: , DATE: , DRAW. NO.: , PAT. NO.: , PRV. ITEMID: , PCK. INFO: PC 1 PC								

55	1728494	PC	12	MLWTOOL	48-62-2050			
CHISEL: SCALING, 2" X 12", FOR, USE WITH MILWAUKEE 1-1/2" ROTARY, HAMMER MODEL #5347., SPEC. NO.: , REV. NO.: , DATE: , DRAW. NO.: , PAT. NO.: , PRV. ITEMID: , PCK. INFO: PC 1 PC								

56	1728495	PC	12	MLWTOOL	48-62-2060			
CHISEL: SLOTTING, 1-1/2" X 12", FOR, USE WITH MILWAUKEE 1-1/2" ROTARY, HAMMER MODEL #5347., PCK. INFO: PC 1 PC								

57	1728496	PC	12	MLWTOOL	48-62-2000			
CHISEL: BULL POINT, 12" LONG, FOR, USE WITH MILWAUKEE 1-1/2" ROTARY, HAMMER MODEL #5347., SPEC. NO.: , REV. NO.: , DATE: , DRAW. NO.: , PAT. NO.: , PRV. ITEMID: , PCK. INFO: PC 1 PC								

58	1728497	PC	12	MLWTOOL	48-62-2010			
CHISEL: BULL POINT, 18" LONG, FOR, USE WITH MILWAUKEE 1-1/2" ROTARY, HAMMER MODEL #5347., SPEC. NO.: , REV. NO.: , DATE: , DRAW. NO.: , PAT. NO.: , PRV. ITEMID: , PCK. INFO: PC 1 PC								

RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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59	1728533	PC	0	MAYHEW SNAPONTO MATCO WILMS, JH	10503 PPC-12A 9623 C73			
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CHISEL: HALF-ROUND NOSE, FORGED ALLOY, TOOL STEEL, 5/16" SIZE, 3/8" MIN. STOCK.
Description: APPROX. 6" LONG, SPEC. NO: 416, PCK. INFO: PC 1 PC

60	1728551	PC	0	WINGSVRO	1QA			
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CHISEL: TRACK, ALLOY STEL, 1-3/8" WIDE, BIT X 10-1/2" LONG, AREA FOR TRACK TOOLS,
Description: PLAN #17 LATEST, SPEC. NO: 9548, PCK. INFO: PC 1 PC

61	1728552	PC	12	INGRSLRA	HH1-215-F-12			
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CHISEL: FLAT, CHIPPER GUN, 1" EDGE,, 7/8" STOCK, 12" OVERALL LENGTH,, 11/16"
Description: ROUND SHANK, OVAL COLLAR, SPEC. NO: 416, PCK. INFO: PC 1 PC

62	1728576	PC	21	PORTER, H KLEIN, M	0890 CSJ 63050			
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CUTTER: CABLE, HIGH LEVERAGE, 9-1/2", LONG, MODEL NUMBER 63050,, DO NOT
Description: SUBSTITUTE,, PCK. INFO: PC 1 PC

63	1728577	PC	21	IMPERIAL CSUNITEC SNAPONTO	TC-1050 7-1-234 TC123A			
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Description: CUTTER: COMPACT TUBING, FED. SPEC. GCG-C-771, PCK. INFO: PC 1 PC

64	1728630	PR	5	PORTER, H	8610 FSK			
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JAW: CABLE CUTTING, FOR H.K. PORTERS RATCHET TYPE CABLE, CUTTER, MODEL 8690 FS,
Description: P/N8612FS ONLY,, PCK. INFO: PR 2 PC

65	1728638	PC	0	SNAPONTO MLWTOOL	HC-101 49-56-0146			
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Description: CUTTER: HOLE, 2-1/2", ANSI/ASME B94.54, PCK. INFO: PC 1 PC

(per piece)

RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahciev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Description:	Manufacturer's Part No.	Offered	Unit Price
66	1728639	PC	2	PORTER,H	390 MNE	CUTTER: BOLT, CLIPPER CUT, CLOSE, CUTTING, 36" LENGTH,, FED. SPEC. GGG-C-740 Description: LATEST, TYPE II., CLASS 4., PCK. INFO: PC 1 PC			
67	1728640	PC	1	PORTER,H	290 MNE	CUTTER: BOLT, CLIPPER CUT, CLOSE, CUTTING, 30" LENGTH, FED. SPEC., GGG-C-740 Description: LATEST, TYPEII, CLASS 4., PCK. INFO: PC 1 PC			
68	1728641	PC	0	PORTER,H	0390FC	CUTTER: WIRE, CENTER CUT JAWS, WITH, INSULATED HANDLES ADJUSTABLE, APPRX., 36" Description: LONG.. PCK. INFO: PC 1 PC			
69	1728643	PC	0	RIDGETOO	F-3	CUTTER: WHEEL, PIPE, FOR RIGID NO., 2. RIGID ITEM NO. 33105, CAT. NO., F-3., Description: PCK. INFO: PC 1 PC			
70	1728659	SE	20	DESMOND	#1 CUTTER	CUTTER:, FOR HUTINGTON GRINDING WHEEL DRESSERS NO. 1, 1 1/2" X 1/2",, PCK. Description: INFO: SE 1 SE			(each)
71	1728803	PC	1024	STANLYTO	10-099	KNIFE: UTILITY, DIE CAST ZINC, RETRACTABLE BLADE, FOUR POSITION SLIDER, BLADES, Description: STORE IN HANDLE, OVERALL LENGTH 6",, PCK. INFO: PC 1 PC			
72	1728804	SE	9	XACTO	X5082	KNIFE: DELUXE, ALL METAL IN WOOD CHEST, X-ACTO 5083, SET CONSISTS OF 3 KNIVES, Description: AND 10 ASSORTED BLADES., PCK. INFO: SE 1 SE			(each)
73	1728809	PC	252	KLEIN,M PROTOTOO	1550-4 18505	Description: KNIFE: LINEMANN KLEIN XELA., UOP: PC 1PC			

Run Date: 01/21/09
Run Time: 10:40:21

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

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RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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74	1728810	PK	122	STANLYTO MAYFAIR UTICAFOR	11-921A SMITH BRAND 99B			
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Description: BLADE: KNIFE FOR STANLEY #99, UTILITY, PCK. INFO: PKG 100 PC

75	1728813	PC	1	WISEGRIP	18R			
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Description: PC
WISE GRIP: LOCKING "C" CLAMP, 10", THROAT VISE GRIP MODEL 18R., PCK. INFO: PC 1

76	1728851	PR	9	DIAMDDR GREATNEC PROTOTOO	LN-57P LM65C 220			
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Description: PLIER: NEEDLE NOSE, WITHOUT WIRE, CUTTER, BOW HANDLES, 6-1/2" TO 7" LONG,
SPEC. NO: 4330, PCK. INFO: PR 1 PR

77	1728852	PR	2	INDESTRO PROTOTOO INDESTRO DIAMDDTO BONNEYFO SNAPONTO	2110A N/ACCEPTABLE 235 3410 N/ACCEPTABLE HL14 517-5 105P			
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Description: PLIER: IGNITION, MIDGET 3-POSITION,, ADJUSTABLE SLIP JOINT 5" LONG., SPEC. NO:
SPEC. NO: 4330, PCK. INFO: PR 1 PR

78	1728853	PR	16	MATCO CRAFTSMA CRSENTIO PROTOTOO UTICAFOR INDUSTOO SNAPONTO	537G 9RY45379 923-7 278 12487 (513-7) EAS 45-708 137CP			
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Description: PLIER: SLIP JOINT COMBINATION, WITH, SIDE CUTTER, HEAVY DUTY, 7" SIZE, PER FED.
SPEC. GGG-P-471, LATEST., TYPE 11, CLASS 2, STYLE A, SPEC. NO: 4330, PCK.
INFO: CART 24 PR

(per piece)

(per piece)

RFQ Number: 50444

Requisition Num: B090P01568

Buyer Name: Labciev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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79	1728855	PR	2	GREATNEC SNAPONTO SEARSROB DIAMNTO CRSENTTO	HLD4C 85CP 9-45171 S54RP 942-4-1/2 SC			
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PLIER: CUTTING, DIAGONAL CUTTING,, REGULAR NOSE, PLAIN 4-1/2" SIZE, FED., SPEC.
Description: GGG-P-471, LATEST, TYPE IV,, CLASS 1, STYLE B, SPEC. NO: 4330, PCK. INFO: PR
1 PR

80	1728856	PR	2	SNAPONTO DIAMALLO PROTOTOO PROTOTOO	49P H-110P 56-PR280 280			
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PLIER: CUTTER, WIRE CUTTER,, HEAVY DUTY, COMBINATION SLIP JOINT,, NICKEL FINISH,
Description: 9" LONG,, SPEC. NO: 4330, PCK. INFO: PR 1 PR

81	1728857	PR	107	PROTOTOO MATCO CRAFTSMA DIAMALLO CHAMNTO SNAPONTO	263 SG PM1P 9RY45381 HL-110 420 CD48CP			(per piece) each
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PLIER: SLIP JOINT, RUBBER OR INSULATED, HANDLE, ANGLE NOSE, WITHOUT CUTTER, 4 OR,
Description: MORE ADJUST., MULTIPLE TONGUE & GROOVE, OVERALL LENGTH 9" TO 11", JAW CAPACITY,
1-3/8" MINIMUM, SPEC. NO: 4330, PCK. INFO: CT 50 PR

82	1728858	PR	70	PROTOTOO WILMS.JH CRAFTSMA DIAMALLO SNAPONTO MATCO CRSENTTO	226-01G PL-77C 9RY45082 SN57 196CP PM2P 654			(per piece) each
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PLIER: ROUND, LONG NEEDLE NOSE, WITH SIDE WIRE CUTTERS/NOSE HANDLES, 7" LONG, FED.
Description: SPEC. GGG-P-471 LATEST, TYPE XI, CLASS 1, (LONG NOSE), STYLE A (WITH CUTTER),
SPEC. NO: 4330, PCK. INFO: CART 50 PR

Run Date: 01/21/09
Run Time: 10:40:21

C H I C A G O T R A N S I T A U T H O R I T Y
PURCHASING / WAREHOUSING DEPARTMENT
B I D P R O P O S A L S H E E T

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RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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83	1728860	PR	0	SNAPONTO	46CP			
				EASCOOO	45-500			
				INSTRO	2096-A			
				CRSENTTO	H26			
				PROTOOO	276G			

Description: PLIER: GRIPPERS, HEAVY DUTY GRIPPERS,, 6" LONG, SPEC. NO: 4330, PCK. INFO: PR 1 PR

84	1728862	PR	0	CHAMPTO	3046-6			
				DIAMNDTO	SL-56-P			
				PROTOOO	206G			

Description: PLIER: CUTTING, SIDE CUTTING, 6" LONG, SPEC. NO: 4330, PCK. INFO: PR 1 PR

85	1728863	PR	108	SNAPONTO	57HLP			
				CHAMPTO	3048-8-1/2			
				DIAMALLO	SL-58-1			
				PROTOOO	268G			
				CHANNELL	3048			
				CRAFTISMA	45094			
				MATCO	PM508P			

Description: PLIER: LINEMAN, WITH SIDE CUTTER,, 8-1/2", STYLE A, FED. SPEC. GGG-P-471 LATEST,, SPEC. NO: 4330/6071, PCK. INFO: PR 1 PR

86	1728864	PC	0	PROTOOO	227G			
				CRSENTTO	23			

Description: PLIER: DUCK BILL, 7" LONG, JAWS GROUND, FLAT & THIN, 3" LONG NOSE, SPEC. NO: 4330, PCK. INFO: PC 1 PC

87	1728869	PR	30	CHANNELL	369			
				WRIGHTO	9C369			
				KLEINTOO	D213-9NE-INS			

Description: PLIER: LINEMANS, SIDE CUTTING, POLISHED, HEAD, SMOOTH STREAMLINED NOSE WITH, KURLLED JAWS, HIGH LEVERAGED DESIGN,, ORANGE PLASTIC-DIPPED HANDLES, 9" LONG,, DOUBLE LAYER 1 KV. INSULATION, PER ASME, B107.20M-1992,, SPEC. NO: 4330, PCK. INFO: CT 6 PR

(per piece)
each

Run Date: 01/21/09
Run Time: 10:40:21

C H I C A G O T R A N S I T A U T H O R I T Y
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

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RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahciv, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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88	1728870	PC	17	SNAFONTO PROTOTOO	GA311C 197			
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PLIER: 10-1/2" WIRE TWISTER, CUTTER, STANDARD SIZE, AISI/ASME B107.18M, FED.
Description: SPEC. GGG-W-340, REQUIRED FOR WIRING THE MOUNTING BOLTS, ON THE CALIPER BRAKE
CORRECTLY & SAFELY., SPEC. NO: 4330, PCK. INFO: PC 1 PC.

89	1728872	PR	0	PROTOTOO INDESTRO DUROENGI SNAFONTO WILMS.JH KDTTOOLS	261 SG 3428 2127 131A 1517-A 298			
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PLIER: SPRING, BRAKE SPRING, NICKLET, PLATED FINISH, SPEC. NO: 4330, PCK.
Description: INFO: PR 1 PR

90	1728873	PR	0	SNAFONTO WILMS.JH PROTOTOO INDESTRO	70CP PL 1515 250-D 2132			
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PLIER: LOCK RING (BRAKE KEY),, APPROX. 8-7/8" LONG, SPEC. NO: 4330, PCK.
Description: INFO: PR 1 PR

91	1728878	PR	6	EASCOTOO KLEIN,M DIAMALLO UTICAFOR	45-606 203-6 SN56 654-6			
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Description: PLIER: LONG NOSE, SIDE CUTTING, 6", SPEC. NO: 4330, PCK. INFO: PR 1 PR

92	1728879	PR	0	PROTOTOO WILLIAMS, SNAFONTO	261S PL-1519 HL-14P			
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PLIER: JOINT SLIP JOINT. ANGLE NOSE,, WITHOUT CUTTERS 5" LONG, FED. SPEC. GGG-P-
Description: 471C, TYPE II, CLASS 1, STYLE A, SPEC. NO: 4330, PCK. INFO: PR 1 PR

RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahciv, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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93	1728883	PR	15	MILBAR	34R			
				TRUARC	1340			
				SNAPONTO	PR-34A			
				PROTOTOO	385			

Description: PLIER: RING, RETAINING RING,, CONVERTIBLE, APPROX. 0.070" DIA.,, STRAIGHT TIPS,
Description: APPX. 8" LONG OVERALL,, SPEC. NO: 4330, PCK. INFO: CART 24 PR

94	1728887	PR	59	PROTOTOO	391			
				TRUARC	0200			
				MILBAR	2R			
				BEARINGH	P-102			

Description: PLIER: RING, RETAINING RING, EXTERNAL, STRAIGHT TI'S 0.038" DIA. WITH, APPRX. 6"
Description: LONG OVERALL,, FED. SPEC. GGG-P-480 LATEST, TYPE II,, CLASS 2, STYLE A,, SPEC.
NO: 4330, PCK. INFO: PR 1 PR

95	1728888	PR	22	MILBAR	25R			
				SNAPONTO	PRA-25			
				ARMSTRON	67-983			
				PROTOTOO	394			
				ARMSBROS	67-983			

Description: PLIER: RETAINING RING, INTERNAL,, WITHOUT ADJUSTABLE STOP AND SPRING,, STRAIGHT
Description: TIPS TYPE I, CLASS 2, STYLE A,, TIP .090 VINYL COVERED HANDLES, FED. SPEC. #GGG-
P-480E, APPROX. 9", OVERALL LENGTH, SPEC. NO: 4330, PCK. INFO: PR 1 PR

96	1728889	PR	20	PROTOTOO	390			
				TRUARC	S-0100			
				MILBAR	2101R			

Description: PLIER: COMPRESSING, RING COMPRESSING,, STANDARD INTERNAL TYPE PIPE DIA. 0.022",
Description: SPEC. NO: 4330, PCK. INFO: PR 1 PR

97	1728891	PC	0	PROTOTOO	370			
				MILBAR	1245R			
				TRUARC	1124-45 DEG.			

Description: PLIER: CONVERTIBLE, SPEC. NO: 4330, PCK. INFO: PC 1 PC

(per piece)
each

Run Date: 01/21/09
Run Time: 10:40:21

C H I C A G O T R A N S I T A U T H O R I T Y
PURCHASING / WAREHOUSING DEPARTMENT
B I D P R O P O S A L S H E E T

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RFQ Number: 60444 Requisition Num: B090P01568

Buyer Name: Lahciv, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No.	Offered	Unit Price
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98	1729002	FT	0	MILFORD		FLEXBACK-14 TEETH			
				PRDCTNSU		33-29870			
				DIAMDDR		STERLING-14 TEETH			
				SIMONDSA		37-220000			
				STARRETC		10027-1			
				DOALL		334-425001			

BLADE: BAND SAW, METAL CUTTING,, FLEXIBLE BACK, HARD EDGE, 1/2" X 0.025",, 23
GAUGE, 14 TEETH PER INCH, RAKER REG-, ULAR SET, CONVENTIONAL TOOTH PATTERN,, 100
Description: FT. COIL. FED. SPEC. GGG-B-421, LATEST, TYPE I, STYLE 1., UOP: FT
1FT

99	1729004	FT	200	MILFORD		FLEXBACK-1/4			
				STARRETC		13830			
				DOALL		334-243001			
				SIMONDSA		37-148000			

BLADE: BAND SAE, HARD EDGE, FLEXIBLE BACK, METAL CUTTING,, 1/4" X 0.025",, 23
GAUGE, 14 TEETH PER INCH, 100 FT. COIL. RAKER, REG. SET CONVENTIONAL TOOTH
Description: PATTERN, FED. SPEC. GGG-B-421, LATEST, TYPE I, STYLE 1, STARRET HAND EDGE, PK.
INFO: CO 100 FT

100	1729056	PC	34	SANDVIK		3834SET9419/64US			
				STARRETT		K290			

SAW: HOLE, MULTIPLE BLADE, WITH NINE, SIZES OF HIGH SPEED STEEL BLADES, 3/4",
Description: DIAM. THROUGH 2-1/2" DIAM., 1-1/8", DEPTH OF CUT., PK. INFO: PC 1 PC

101	1729058	PC	184	MLWTOOL		4800-1176			
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Description: BLADE: SAWZALL, 4" LONG, 24 TEETH PER 1", SPEC. NO: 6150, PK. INFO: PC 1 PC

102	1729059	PC	1209	MLWTOOL		4800-1179			
				RULEIND		HDM314			

BLADE: SAWZALL, 6" LONG, 14 TEETH PER 1", SPEC. NO: 6150, UOP: PC
Description: 1PC

(per 100 Ft)

Run Date: 01/21/09
Run Time: 10:40:21

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

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RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No.	Offered	Unit Price
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103	1729091	PC	0	SKILSAW	13247				
				OMARKIND	14183				
				NICHOLSO	80557				

BLADE: SAW, CIRCULAR, COMBINATION,, 7-1/4" DIAMETER, DUAL ARBOR DIAMOND, AND 5/8"
Description: ROUND,,
UOP: PC 1PC

104	1729093	PC	57	SKILSAW	77				
				BLACKDEC	2700				

SAW: CIRCULAR, (ORDER THRU SUPPORT AREA, COORDINATORS), PORTABLE ELECTRIC, REAR,
IN-LINE & TOP HANDLES 7-1/4" BLADE, H.D., INDUSTRIAL, ALL BALL-BRG.

CONSTRUCTION,, 0 TO 45 DEG & DEPTH ADJUST. APPROX. 4400, RPM, BURN-OUT PROTECTED,
Description: 120V, 60 CYCLES, 13 AMPS, U.L. APPROVED. W/ COMBINATION, BLADE & WRENCH, CORD &
PLUG INSTRUCTIONS. & PARTS LIST. PCK. INFO: PC 1 PC, ORDER THRU OPERATION
SUPPORT NORTH,, SOUTH AND WEST PER F. FISCHER 8/98

105	1729251	PC	33	MARVELSA	32				
				STARRETC	H0200				
				MORSECUT	AV32				
				HELLERTO	36-00-320				
				GREENFIE	532				
				RAILBOLT	532				
				MILFORD	44818				

Description: SAW: EDGE HOLE, HIGH SPEED, 2", DIAMETER., PCK. INFO: PC 1 PC

106	1729253	PC	27	INGRSLRA	548	BLU-MOLE			
				MILFRDRS	44840				
				STARRETC	HO 300				
				HELLERTO	36-00480				
				MORSECUT	AV48				
				MARVELSA	48				
				GREENFIE	548				

SAW: EDGE HOLE, HIGH SPEED, 3" DIA., 1-1/8" DEPTH OF CUT, SPEC. NO: 331,.PCK.
Description: INFO: PC 1 PC

Run Date: 01/21/09
Run Time: 10:40:21

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

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RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahciov, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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107	1729254	PC	74	STARRETC SIMONS HELLERTO ARMSTGBL MORSE,MK GREENFIE STARRETC INGRSLRA	MILFORD #44788 36-00160 36-00160 16 AV16 516 HO-100 516 BLU-MOLE			
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SAW: HOLE, HIGH SPEED STEEL, EDGE,, ALLOY STEEL BODY TO FIT ARMSTRONG-, BLUM
Description: "MARVEL" TYPE ARBOR, DIAMETER 1", SPEC. NO: 331, PK. INFO: PC 1 PC

108	1729255	PC	53	HELLERTO STARRETC ARMSTGBL MORSE,MK	36-00200 HO 114 20 AV20			
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SAW: HOLE, HIGH SPEED STEEL, EDGE, ALLOY STEEL BODY TO FIT ARMSTRONG-, BLUM
Description: "MARVEL" TYPE ARBOR DIAMETER 1-1/4", SPEC. NO: 331, PK. INFO: PC 1 PC

109	1729259	PC	129	GREENFIE MILFORD SIMONSCO MORSECUT MAYFAIR HELLERTO SIMONSCO	514 44784 HO078 AV14 AV14 NU-WELD36-00-140 STH078			
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SAW: HOLE, HIGH SPEED STEEL, 7/8" DIAMETER, 1-7/8", DEEP, FOR MILLER-FALLS
Description: MANDREL NO. 5518, SPEC. NO: 331, PK. INFO: PC 1 PC

110	1729260	PC	76	RAILBOLT GREENFIE SIMOND MARVELSA STARRETC MILWEL	510 510 36-00-100 10 H0058 49-56-0620			
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Description: SAW: 5/8" HOLE, SPEC. NO: 331, PK. INFO: PC 1 PC

Run Date: 01/21/09
Run Time: 10:40:21

C H I C A G O T R A N S I T A U T H O R I T Y
PURCHASING / WAREHOUSING DEPARTMENT
B I D P R O P O S A L S H E E T

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RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahciov, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No.	Offered	Unit Price
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111	1729262	PC	101	HELLERTO	36-00180				
				GREENFIE	518				
				CAPEWELL	S118				
				MARVELSA	18				
				STARRETC	H0118				
				HELLERTO	NUMELD				

Description: SAW: HOLE, HIGH SPEED STEEL EDGE, 1-1/8" DIAMETER, 1-1/8" CUTTING DEPTH, SPEC.
Description: NO: 331, PCK. INFO: PC 1 PC

112	1729263	PC	49	HELLERTO	36-002-20				
				SIMOND	36-00220				
				MARVELSA	22				
				GREENFIE	522				
				STARRETC	H0138				

Description: SAW: MARVEL, 1-3/8" HOLE, SPEC: NO: 331, PCK. INFO: PC 1 PC

113	1729264	PC	31	MORSE, MK	A36				
				GREENFIE	536				
				SIMONDSTO	36-00-3600				
				SANDVIK	3830-59				
				MARVELSA	36-SAW				
				STARRETC	H-0214				

Description: SAW: HOLE, HIGH SPEED STEEL EDGE, 2-1/4" DIAMETER, 1-1/8" CUTTING DEPTH, SPEC.
Description: NO: 331, PCK. INFO: PC 1 PC

114	1729310	PR	0	WISSMFG	W5				
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Description: SNIP: TINNERS HAND, 17" LONG, EQUAL, TO PEXTO NO. 06., PCK. INFO: PR 1 PR

115	1729313	PR	1	WISSMFG	W-7				
				DIAMNDTO	DS14				
				PROTOTOO	334				

Description: SNIP: TINNERS, HAND, STRAIGHT PATTERN,, APPROX. 14" LONG AND 4" LENGTH OF, CUT.,
Description: PCK. INFO: PR 1 PR

RFQ Number: 60444 Requisition Num: B090P01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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116	1729314	PR	11	PROTOTOO	303L			
				CRSENTTO	V19R-G RED			
				WISSMFG	M-1R			
				TRIANGLE	DAL10GH			

Description: SNIP: METAL MASTER, COMPOUND ACTION, 10" LONG, LEFT CUT WITH RED PLASTIC, GRIPS,
Description: VINYL., UOP: PAIR 1PAIR

117	1729315	PR	0	S-PROTO	14-568			
				PROTOTOO	303R			
				WISSMFG	M-2R			
				DIAMALLO	DAR10G			
				PROSNIP	102			

Description: SNIP: METAL MASTER, 10" LONG, COMPOUND ACTION, RIGHT CUT, WITH GREEN PLASTIC
Description: GRIPS, VINYL, PCK. INFO: PR 1 PR

118	1729338	PR	6	WISSMFG	175E			
				KLEIN.M	2100-5			

Description: SCISSOR: ELECTRICIANS, 5" LONG, WITH HARD TEMPERED POINTS, SCRAPER AND FILE EDGE
Description: ON BACKS OF BLADES., PCK. INFO: BX 6 PR

119	1729339	PR	3	WISSMFG	438-SCISSOR			
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Description: SCISSORS: STRAIGHT TRIMMERS, SOLID, STEEL, 8" LONG, SPEC. GGG-S-101-B., TYPE 1,
Description: CLASS B, GRADE 2., PCK. INFO: BOX 3 PR

120	1729361	PR	3	WISSMFG	20			
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Description: SHEAR: TRIMMERS, BENT, JAPANNED HANDLE, AND POLISHED BLADE, 10" OVERALL, FED.,
Description: SPEC. GGG-5-101B, TYPE 1, CLASS C., GRADE 1., PCK. INFO: PR 1 PR

121	1729363	PR	0	WISSMFG	22			
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Description: SHEAR: CUT, TAILORS 12-3/4" OVERALL, 6-1/4" CUT. EQUAL TO WISS-4N., PCK. INFO:
Description: PR 1 PR

122	1730255	PC	24	KLEINTOO	661			
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Description: SCREW: DRIVER, FOR ROBERTSON STYLE SCREWS, SQUARE #1, 1/4" X 4", SPEC. NO:
Description: 4330, PCK. INFO: PC 1 PC(per piece)
each(per piece)
each

Run Date: 01/21/09
Run Time: 10:40:21

C H I C A G O T R A N S I T A U T H O R I T Y
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

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RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahciv, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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123	1730311	PC	0	IMPERIAL	75015			
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Description: WHEEL: CUTTING,, FOR NO.174-F TUBE CUTTER, EQUAL TO, IMPERIAL BRASS MFG.#32633.,
UOP: PC 1PC

124	1732117	PC	82	MORSECUT	M24K			
				BLUMOL	5514			
				MORSE,MK	M24K			
				MAYFAIR	M24K			
				STARRETC	A4			

Description: ARBOR: SHANK SIZE 1/4" ROUND, TO FIT MARVEL HOLE SAW #9- 9/16" TO #19 - 1-3/16",
PCK. INFO: PC 1 PC

125	1732118	PC	125	AAHRDWR	A1/55141			
				MARVELSA	1			
				STARRETC	A1			
				MORSE,MK	M44			
				MILRSFAL	5538			

Description: ARBOR: SHANK SIZE 7/16" HEX., SIZE 7/16" HEX, FOR MARVEL HOLE, SAW #9 TO #19.,
UOP: PC 1PC

126	1732280	PR	4	PORTER, H	0012NE			
				PORTER, H	012NE			

Description: JAW:, FOR NEW EASY NO-0, BOLT CUTTER,, RIGID TYPE CLIPPER CUT.,
1PAIR UOP: PAIR

127	1732282	PR	17	PORTER, H	0212NE			
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Description: JAW:, FOR NEW EASY NO-2 BOLT CUTTER,RIGID TYPE, CLIPPER CUT.,
1PAIR UOP: PAIR

128	1732430	PR	0	JAWS	0312C			
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Description: JAW:, FOR RIGID CHAIN CUTTER., H. K. PORTER CUTTER #0390MC.,
1PAIR UOP: PAIR

Run Date: 01/21/09
Run Time: 10:40:21

C H I C A G O T R A N S I T A U T H O R I T Y
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

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RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahciv, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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129	1735250	PC	19	CRAFTSMA	9RY41971			
				WRIGHTTO	9222			
				MATCO	ND-8			
				SNAPONTO	ND108			
				XELITE	8			

Description: DRIVER: NUT, HAND TYPE, 1/4" HEXAGON, SOCKET, SCREWDRIIVER GRIP, REF: FED. SPEC. GGG-W-657 LATEST, TYPE 1, OR AIAI/ASME B107.12 LATEST, SPEC. NO: 4330, PCK. INFO: PC 1 PC

130	1735251	PC	12	MATCO	ND-10			
				INDESTRO	75			
				XELITE	10			
				SNAPONTO	ND-110			
				WRIGHTTO	9224			
				CRAFTSMA	9RY41972			

Description: DRIVER: NUT, 5/16" HEXAGON SOCKET,, SCREWDRIIVER GRIP, FED. SPEC. GGG-W-657 LATEST, TYPE 1, SPEC. NO: 4330, PCK. INFO: PC 1 PC

131	1735252	PC	7	INDESTRO	76			
				SNAPONTO	ND-111			
				WRIGHTTO	9225			
				XELITE	11			
				CRAFTSMA	9-41973			
				SEARSIND	41973			
				MATCO	MD-11			

Description: DRIVER: NUT, 11/32" HEXAGON SOCKET,, SCREWDRIIVER GRIP, FED. SPEC. GGG-W-657, LATEST, TYPE 1, OR AIAI/ASME B107.12, LATEST,, SPEC. NO: 4330/6071, PCK. INFO: PC 1 PC

132	1735254	PC	6	CRAFTSMA	8RY41975			
				MATCO	ND-14			
				WRIGHTTO	9227			
				INDESTRO	78			
				XELITE	14			
				SNAPONTO	ND-114			

Description: DRIVER: NUT, 7/16" HEXAGON SOCKET,, SCREWDRIIVER GRIP, FED. SPEC. GGG-W-657 LATEST, TYPE 1,, OR AIAI/ASME B107.12 LATEST, SPEC. NO: 4330, PCK. INFO: PC 1 PC

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Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No Offered	Unit Price
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133	1740003	PC	0	WARWODTO	16330-7
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BAR: CLAW, 1-1/4" ROUND, A.R.E.A., SPEC., FOR TRACK TOOLS PLAN NO., 11-80.,
Description: PCK. INFO: PC 1 PC

134	1740020	PC	0	SNAPONTO	2434
				DASCO	240
				WAPWOTO	15830-3

BAR: PINCH, STOCK 3/4", EDGE 3/4", LENGTH 24", FORGED HIGH GRADE ALLOY, STEEL.,
Description: PCK, INFO: PC 1 PC

1135	1740021	PC	16	WOODKLE	244
				WOODKLE	20300
				WARWOTO	15870-9

BAR: PINCH, OFFSET WEDGE END, TAPERED, OPPOSITE END, HIGH CARBON STEEL, 1",
Description: HEXAGON STOCK OR APPROVED EQUAL BY, PURCHASER, 36" LONG., PCK. INFO: PC 1 PC

1136	1740047	PC	0	SNAPONTO	1250
1136	1740047	PC	0	PROTOTOO	2116

Description: BAR: PRY, 7/16" STOCK, 12" LONG, FED. SPEC. GGG-B-100101, PCK. INFO: PC 1 PC

137	1740147	PC	22	MATCO	PSDI
				SNAPONTO	SSD204
				CRAFTSMA	941421
				STANLYTO	66-101
				XELITE	R-181
				VACOPROD	A-230-2
				CRSENITO	543-2

SCREWDRIVER: FLAT TIP, PLASTIC HANDLE,, POCKET CLIP, 1/8" DIAM. BLADE, 2" LONG.,
Description: 1/8" WIDE TIP, SPEC. NO: 4330, PCK. INFO: PC 1 PC

Run Date: 01/21/09
Run Time: 10:40:21

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

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RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahcnev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No.	Offered	Unit Price
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138	1740165	PC	12	EXLITE S-PROTO VACOPROD MATCO CRAFTSMA STANLYTO SNAPONTO WILMS.JH	X-101 64-101 PI SDM63P1 9RY41294 65-321 UDP131 DP-1			
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SCREWDRIVER: HAND, STRAIGHT, PLASTIC HANDLE, NO. 1 PHILLIPS TIP, 3/16" DIA. BLADE
Description: 3" LONG. FED. SPEC. GGG-S-121 LATEST, TYPE VI, (CROSS TIP STRAIGHT), CLASS 1,
SPEC. NO: 4330, PCK. INFO: PC 1 PC

139	1740167	PC	57	CRSENTTO MATCO WILMS.JH SNAPONTO CRAFTSMA STANLYTO MAYFAIR S-PROTO	303-#3 SDM106P3 DP-3 UDP163 9RY41103 65-323 4000-6 64-103			
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(per piece)
(each)

SCREWDRIVER: HAND #3 PHILLIPS TIP, PLASTIC HANDLE, BLADE DIA. 5/16", BLADE LENGTH
Description: 6", OVERALL LENGTH 10-1/2" APPROX., FED. SPEC. GGG-S-121 LATEST, TYPE VI, CLASS
1, SPEC. NO: 4330/6071, PCK. INFO: BX 6 PC

140	1740171	PC	3	MATCO AAARDWR IRWINCO SNAPONTO	SDM61P1 74301 4000-1-1 SSDP-21			
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SCREWDRIVER: HAND, CLOSE QUARTER,, PHILLIPS TIP, NO. 1, 3/16" DIA., BLADE, LENGTH
Description: APPROX. 1" LONG, PLASTIC HANDLE, SPEC. NO: 4330, PCK. INFO: PC 1 PC

Run Date: 01/21/09
Run Time: 10:40:21

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

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RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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141	1740192	PC	22	STANLYTO	66-164			
				SNAPONTO	UDS104			
				VACOPROD	A416-4			
				CRAFTSMA	9RY41583			
				EXLITE	R144			
				MATCO	SDMR84			

Description: SCREWDRIVER: HAND, FLAT TIP, GENERAL PURPOSE, PLASTIC HANDLE, 1/4" DIA. BLADE 3-1/2" TO 4" LONG. 1/4" X .037". FLAT TIP, OVERALL LENGTH 7-3/4" APPROX., SPEC. NO: 4330. PCK. INFO: BX 6 PC

142	1740195	PC	0	STANLYTO	66-162			
				PRDCINSU	66-162			
				IEWINCO	75712			
				WILMS, JH	DR-32			

Description: SCREWDRIVER: HAND, FLAT TIP, GENERAL, PURPOSE, FLARED SIDES, PLASTIC HANDLE,, 3/8" DIA. ROUND BLADE 12" LONG., 3/8" X 0.050" TIP, FED.SPEC. GGG-S-121 LATEST AMENDMENT,, TYPE 1, CLASS 5, DESIGN A, SHAPE A., SPEC. NO: 4330, PCK. INFO: PC 1 PC

143	1740199	PC	1	SNAPONTO	SSD-418			
				KLEINTOO	C718			
				EXLITE	S-71618			

Description: SCREWDRIVER: HAND, 18" LONG SQUARE, BLADE, FLARED SIDES, 1/2" TO 9/16", WIDE FLAT TIP, PLASTIC HANDLE., SPEC. NO: 4330/6071, PCK. INFO: PC 1 PC

(per piece)

RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Part No.	Offered	Unit Price
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144	1740208	PC	3	VACOPROD	A-316-6			
				STANLYTO	64-886			
				WILMS,JH	DE-46			
				PROTOTO	9434			
				S-PROTO	60-005			
				MAYFAIR	7517			
				SNAPONTO	SSD146			
				MATCO	SDPR66			
				ARMSTRON	66-266			
				CHALLENG	7526			
				PRDCTNSU	64-866			
				XCELITE	R3166			

Description: HAND, FLAT TIP, CABINET, PLASTIC HANDLE, LIGHT DUTY, 3/16" DIA.
Description: BLADE 6" LONG, 3/16" X .030 TIP FED. SPEC. GGG-S-121 LATEST AMENDMENT, TYPE I,
CLASS 1, DESIGN A, SPEC. NO: 4330, PCK. INFO: PC 1 PC

145	1740221	PC	0	VACOPROD	VO4			
				PROTOTO	36 3/8			
				STANLYTO	66-036			

Description: DOUBLE OFFSET,, 3/8" X 3/64", FLAT TIP EACH END, APPROX. 6" LONG,
Description: FED. SPEC. GGG-S-121 LATEST, AMENDMENT, TYPE IV, CLASS I, SPEC. NO: 4330,
PCK. INFO: PC 1 PC

146	1740246	PC	0	STANLYTO	68-130			
				MILRSFAL	611			

Description: SPIRAL RATCHET QUICK, RETURN WITH 7/32", 1/4" AND 9/32", WIDE FLAT
Description: TIP BITS. STANLEY YANKEE, SPEC. NO: 4330, PCK. INFO: PC 1 PC

147	1740255	PC	2	SNAPONTO	SDD146			
				STANLYTO	64-883			
				WILMS,JH	DE-43			
				MATCO	SDPR63			
				VACOPROD	A-316-3			
				ARMSTRON	66-260			
				PROTOTO	9431			

Description: HAND, FLAT TIP, CABINET,, STRAIGHT SIDES, PLASTIC HANDLE, LIGHT,
Description: DUTY, 3/16" DIA., BLADE, 3" LONG, 3/16" X 0.030" TIP, DESIGN A, FED. SPEC. GGG-S-
121 LATEST,, TYPE I, CLASS 1, SPEC. NO: 4330, PCK. INFO: PC 1 PC

RFQ Number: 60444 Requisition Num: B09OP01568

Buyer Name: Lahciv, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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148	1740263	PC	12	WIHATOOL	321-03			
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SCREWDRIVER: ELECTRICIANS, INSULATED, TO 1500 VOLTS DC., PHILLIPS HEAD POINT, SIZE NO. 3, 6.0" (150MM) BLADE LENGTH, 10.4" (265MM) OVERALL LENGTH, POLYAMIDE INSULATION MOLDED DIRECTLY OVER SHANK., DO NOT SUBSTITUTE., ISSUE ONLY TO AREA'S:
Description: 543, 545, 547, 549, & 588 PER UNIT SUPVR'S SIGNATURE ONLY., SPEC. NO: 4330, PCK. INFO: PC 1 PC

149	1740280	PC	0	APEXMACH	451X			
				STANLYTO	68-371A			

BIT: SCREWDRIVER, NO. 1 PHILLIPS, POINT FOR YANKEE SPIRAL SCREWDRIVER NO., 68-Description: 130, LENGTH 3-1/4" APPROX., PCK. INFO: PC 1 PC

150	1740281	PC	289	YANKEEME	302S			
				PROTCOO	60010			
				YANKEEME	68-372A			
				APEXMACH	452-X			

Description: BIT: SCREWDRIVER, NO. 2 PHILLIPS POINT., UOP: PC 1PC

151	1740286	PC	113	APEXMACH	X-483			
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BIT: SCREWDRIVER NO. 3 PHILLIPS, 7/16" HEX SHANK, EQUAL TO APEX, NO. X-483., Description: PCK. INFO: PC 1 PC

152	1740287	PC	12	APEXMACH	X-484			
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BIT: SCREWDRIVER POWER, 3-1/2" OVERALL LENGTH NO. 4 PHILLIPS, 7/16" HEX SHANK., Description: PCK. INFO: PC 1 PC

153	1740294	PC	997	MAGNA	27367			
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BIT: SCREW GUN, PHILLIPS #2 TIP, 1/4" BODY DIAMETER, 3-1/2" LENGTH, HEXAGON, Description: SHANK., PCK. INFO: PC 1 PC

154	1740455	PC	28	NICHOLSO	80962			
				NICHOLSO	80951			

FRAME: HACK SAW FLAT FRAME, OPEN GRIP, MEDIUM THROAT, ADJUSTABLE LENGTH, FOUR, Description: POSITION ANGULAR ADJUSTMENT FOR BLADE., FED. SPEC. GGG-F-671B, INT. AMEND 5, TYPE I, CLASS 1, STYLE B., SPEC. NO: 6071, PCK. INFO: BX 6 PC

(per piece)
each

Run Date: 01/21/09
Run Time: 10:40:21

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

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RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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155	1740575	PC	2	ROOTBROS	HSCF20			
				STANLYTO	51-200			
				PLUMBINC	11-453			
				VALLEYTO	HSCF16			
				VAUBUS	DO-20			
				TRUETEMP	120			

(per piece each)

HAMMER: CARPENTERS, CURVED CLAW,, MEDIUM FINE POLISHED FINISH ON HEAD,, BELL AND
Description: FACE, HICKORY HANDLE, 1-1/4 LB., FED. SPEC GGG-H-86 LATEST AMENDMENT,, TYPE I,
CLASS I, STYLE A, SPEC. NO: 4330, PCK. INFO: BOX 6 PC

156	1740585	PC	4	TRUTEM	1308			
				VALLEYTO	8BPS16			
				VALLEYTO	8BPS			
				CRAFTSMA	9-38463			
				STANLYTO	54-008			
				PLUMBINC	0371			

(per piece each)

HAMMER: MACHINISTS, 1/2 LB. OR 8 OZ., BALL PEIN, POLISHED FACE AND PEIN, SPEC.
Description: NO: 4330, PCK. INFO: PC 50 LB

157	1740588	PC	16	HELLERTO	804B			
				VALLEYTO	24BPS			
				MATCO	BH24			
				TRUETEMP	1224G			
				SNAPONTO	BP24B			
				CRAFTSMA	9RY38466			
				STANLYTO	54-024			
				PLUMBINC	0375			

(per piece each)

HAMMER: MACHINISTS, 1-1/2 LB., BALL, PEIN, POLISHED FACE AND PEIN, FED. SPEC.
Description: GGG-H-86 LATEST, AMENDMENT, TYPE II, CLASS I, STYLE A, SPEC. NO: 4330, PCK.
INFO: BOX 6 PC

Run Date: 01/21/09
Run Time: 10:40:21

C H I C A G O T R A N S I T A U T H O R I T Y
PURCHASING / WAREHOUSING DEPARTMENT
B I D P R O P O S A L S H E E T

Page 31 of 36

RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahciv, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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158	1740589	PC	7	SNAPONTO	BP48B			
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				STANLYTO	54-048			
				MATCO	HB48			
				TRUETEMP	848			
				VALLEYTO	48BPS			
				MARIONFR	5248			
				MAYFAIR	TC848			

(per piece)
each

Description: HAMMER: MACHINISTS, 3 LB., BALL PEIN, POLISHED FACE & PEIN, FED. SPEC. GOG-H-86
LATEST, AMENDMENT., TYPE II, CLASS I, STYLE A, SPEC. NO: 4330, PCK. INFO: BX
5 PC

159	1740635	PC	29	WARWODTO	134-4#			
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				WARWODTO	01202			
				WDNGSVRO	134-4#			

(per piece)
each

Description: HAMMER: SLEDGE, 4 LB., DOUBLE FACE,, BLACKSMITHS, FED. SPEC. GOG-H-86 LATEST
AMENDMENT., TYPE X, CLASS I, WITH HANDLE, SPEC. NO: 4330, PCK. INFO: PC 4 LB

160	1740637	PC	2	WARRENTO	01205 STMP CTA			
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				WARWODTO	134-A-8# STMP CTA			
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Description: HAMMER: SLEDGE, WEIGHT 8 LBS., DOUBLE, FACE, ALLOY STEEL STAMPEDCTA & DATED,,
WITHOUT HANDLES, A.R.E.A. PLAN #13, SPEC. NO: 9548, PCK. INFO: PC 1 PC

161	1740639	PC	3	WARRENTO	01209 STMP CTA			
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				WARWODTO	134-A-12# STMP CTA			
				AJAXTOOL	837 STMP CTA			
				WDNGSVRO	15A STMP CTA			

(per piece)
each

Description: HAMMER: SLEDGE, WEIGHT 12 LBS., DOUBLE FACE, ALLOY STEEL, STAMPED CTA AND DATED,
WITHOUT HANDLES,, AREA PLAN NO. 13, MUST BE ALLOY STEEL, SPEC. NO: 9548,
PCK. INFO: BX 5 PC

162	1740640	PC	100	NUPLAMFG	BD8-36			
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				WRIGHTTO	9060			
				PORTEC	TAMCO STM-1028			

Description: HAMMER: SLEDGE, SAF-T-MATE HANDLE, (FIBERGLASS CORE, POLYPROPYLENE COVERED),
DOUBLE FACED, A.R.E.A. PLAN 13-80, GRADE-B ALLOY, STEEL, 34" HANDLE, 8 LBS.,
SPEC. NO: 9548, PCK. INFO: PC 1 PC

RFQ Number: 60444

Requisition Num: B090P01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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163	1740657	PC	0	GARLANDM VAUGHAN CHGORAWH	31001 582-10 650001-JAW			
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Description: HAMMER: RAWHIDE FACED, JAW HEAD,, DIAMETER 1-1/4", WEIGHT 1-3/8 LB.,, SIZE NO. 1,
SPEC. NO: 4330, PCK. INFO: PC 1 PC

164	1740661	PC	18	NUPLAMFG MAYFAIR WILMS JH NICHOLSO PLUMBINC PROTOTOO	SPS155 85922 HSF 155 155 85022 SF155			
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Description: HAMMER: NUPLA, PLASTIC, HEAD DIA. 1-1/2" WEIGHT. 20 OZ. WITHOUT TIPS., FED. SPEC.
GGG-H-33A-5, TYPE I, CLASS 3, STYLE D, SPEC. NO: 4330, PCK. INFO: PC 1 PC

165	1740662	PC	13	WILMS JH NUPLAMFG NICHOLSO PROTOTOO	HSF 205 SP205 205 SP205			
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Description: HAMMER: NUPLA, PLASTIC, HEAD DIA. 2", WEIGHT 2 LBS., WITHOUT TIPS, FED. SPEC.
GGG-H-33A-5, TYPE I, CLASS 3, STYLE D, SPEC. NO: 4330, PCK. INFO: PC 1 PC

166	1740668	PC	0	VAUGHAN GARLAND CHGORAWH	582-14 31003 650003			
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(per piece)

Description: HAMMER: RAWHIDE FACED, JAW HEAD,, DIAMETER 1-3/4", SIZE NO. 3, SPEC. NO: 4330,
PCK. INFO: PC 2.50 LB

167	1740687	PC	110	PRDCTNSU ELEMATR	56-57040 17943-8			
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(per piece)

Description: HAMMER: ELECTRIC. MATERIALS, SOLID COPPER HEAD, 6 LB., COMPLETE WITH SAFETY, GRIP
WOOD HANDLE, FED. SPEC. GGG-H-33A, TYPE II, CLASS I, SPEC. NO: 4330, PCK.
INFO: CART 8 PC

RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahciv, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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168	1740691	PC	7	LSPINDUS	H215			
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Description: HAMMER: BRASS, WITH SAFETY RUBBER GRIP,, HEAD LENGTH 4-1/4", HEAD DIA. 2-3/16", RUBBER GRIP 11", SPEC. NO: 4330, PCK. INFO: PC 5 LB

(per piece)

169	1740711	PC	88	STANLYTO VAUBUS PLUMBING MARIONER	51-201 999 L-85 6254X			
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(each)

Description: HAMMER: CARPENTERS, RIPPING, 20 OZ., STRAIGHT CLAW, MEDIUM FINE POLISHED FINISH ON HEAD, BELL & FACE, HICKORY HANDLE., FED. SPEC. GGG-H-86 LATEST AMENDMENT, TYPE I, CLASS 2, STYLE A., SPEC. NO: 4330, PCK. INFO: PC 1.25 LB

170	1740941	PC	260	STANLYTO MAYFAIR CRAFTSMA REDDEVIL MATCO	28-541 600600 9RY90161 4101 PK2			
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(per piece)

Description: KNIFE: PUTTY, STIFF BLADE, 1-1/4" WIDE, HIGH CARBON TOOL STEEL BLADE, HARDENED AND TEMPERED, HARDWOOD HANDLE., FED. SPEC. GGG-K-481C, TYPE IV, CLASS , PCK. INFO: BX 12 PC

171	1740943	PC	1010	SEARSROB MILRSFAL CRAFTSMA MATCO REDDEVIL HYDE	9-42023 1404 9RY90151 PK25B 4102 02000			
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(per piece)

Description: KNIFE: PUTTY, FLEXIBLE BLADE, 1-1/4" X 3-1/2", FED. SPEC. GGG-K-481, TYPE IV., AMEND. 4, HANDLE LENGTH 3-3/4", BLADE, OF HIGH CARBON CUTLERY TOOL STEEL OIL, HARDENED. TEMPERED AND FULL TAPER, GROUND UNDER WATER, GENUINE ROSEWOOD, HANDLE, PCK. INFO: BX 12 PC

172	1740946	PC	324	HYDE REDDEVIL	02300 4105			
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Description: KNIFE: PUTTY, STIFF BLADE, 2" WIDE, PER FED. SPEC. GGG-K-481, TYPE IV., AMEND. 4, BLADE OF HIGH CARBON CUTLERY TOOL STEEL, OIL HARDENED. TEMPERED AND GULL TAPER. GROUND UNDER WATER, GENUINE ROSEWOOD HANDLE, PCK. INFO: PC 1 PC

Run Date: 01/21/09
Run Time: 10:40:21

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

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RFQ Number: 60444

Requisition Num: 8090P01568

Buyer Name: Lahclev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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173	1740947	PC	162	HYDE REDDEVIL	02350 4110			(per piece)
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Description: KNIFE: SCRAPING, FLEXIBLE BLADE, 3" WIDE, BOLSTERED, HIGH CARBON STEEL,, HARDENED & TEMPERED, BEVELED EDGE, HARDWOOD HANDLE, FED. SPEC. GGG-K-481C, TYPE V, PCK.
INFO: BX 6 PC

174	1740949	PC	75	REDDEVIL HYDE	4109 02400			
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Description: KNIFE: SCRAPING, STIFF BLADE 3" WIDE, BOLSTERED HIGH CARBON STEEL, HARDENED, AND TEMPERED, BEVELED EDGE, HARDWOOD HANDLE. , FED. SPEC. GGG-K-481, TYPE V., PCK.
INFO: PC 1 PC

175	1740976	PC	38	STANLYTO SANDSTOO	42-240 10-24			
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Description: LEVEL: WOOD, PLUMB & LEVEL, NONADJUSTABLE, 24" LONG., PCK. INFO: PC 1 PC

176	1741125	PC	69	LUFKINTO	966			(per piece)
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RULE: WOOD, MULTIPLE FOLDING, 6' LONG., BOTH EDGES OF EACH FACE SUBDIVIDED IN, 16TH'S., FED. SPEC GGG-R-791F, TYPE 3, CLASS, 1, STYLE 1 OR 2., PCK. INFO: BX 12 PC

177	1741127	PC	75	LUFKINTO DIAMNDTO STANLYTO	X-46 DW40-H 35-227			(per piece)
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RULE: WOOD, MULTIPLE FOLDING, MARKED IN 16THS ON BOTH FACES, WITH 6" BRASS, SLIDE EXTENSION, FOR INSIDE MEASUREMENTS 6', FED. SPEC. GGG-R-791A, TYPE, III LATEST., DO NOT SUBSTITUTE, SPEC. NO: 6071, PCK. INFO: BX 6 PC

178	1741397	PC	539	STANLYTO	33-320			
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Description: TAPE: STEEL, TIRE MEASURING, 3/4", WIDE BLADE, GRADUATED IN 16TH ON, BOTH EDGES ON ONE SIDE POWERLOCK., 20 FOOT LONG., DO NOT SUBSTITUTE., PCK. INFO: PC 1 PC

Run Date: 01/21/09
Run Time: 10:40:21

C H I C A G O T R A N S I T A U T H O R I T Y
PURCHASING / WAREHOUSING DEPARTMENT
B I D P R O P O S A L S H E E T

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RFQ Number: 60444

Requisition Num: B09OP01568

Buyer Name: Lahcnev, Chris

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
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179	1744183	PC	95	APEXWACH CLAYHILL CGOPNEUM	44502X 25463 S-69685			
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Description: BIT: FOR ALL NO. 6 SCREWS, PCK. INFO: PC 1 PC

180	1744184	PC	99	CGOPNEUM MAYFAIR APEXWACH	CA046006 14012 320-4X			
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Description: BIT: FOR ALL NO. 8 ROUND HEAD SCREWS, PCK. INFO: PC 1 PC

181	1744186	PC	136	APEXWACH CGOPNEUM	320-5 CA046008			
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Description: BIT: FOR ALL NO. 12 ROUND HEAD SCREWS, PCK. INFO: PC 1 PC

182	1744187	PC	91	APEXWACH CGOPNEUM	445-4 S-82017			
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Description: BIT: FOR ALL NO. 12 FLAT HEAD, SCREWS, PCK. INFO: PC 1 PC

183	1744188	PC	646	APEXWACH CGOPNEUM	492-A CA-46002			
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BIT: #2, PHILLIPS HEAD SCREW, FOR, CP-3017 AIR POWERED SCREW DRIVE, PCK. INFO:
Description: PK 100 PC

184	1744189	PC	498	APEXWACH CGOPNEUM	493 CA46003			
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Description: BIT: FOR ALL NO. 3 PHILLIPS HEAD SCREWS, PCK. INFO: PC 1 PC

185	1744190	PC	352	CGOPNEUM APEXWACH	CA 046001 491X			
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Description: BIT: SCREWDRIIVER, 1/4" HEX DRIVE, NO. 1 PHILLIPS HEAD., PCK. INFO: PC 1 PC

186	1745756	PC	15	PROTOTOO SNAPONTO	2108 PPC-5			
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Description: HOLDER: CHISEL & PUNCH, 1" CAPACITY, PLASTIC COATED HEAD., PCK. INFO: PC 1 PC

(per piece)
each

Run Date: 01/21/09
Run Time: 10:40:21

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

RFQ Number: 60444 Requisition Num: B09CP01568

Buyer Name: Lahclev, Chris Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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187	1746250	SE	0	SNAPONTO	PR50A			
				SKHANDTO	7644			

KIT: SNAP RING PLIERS, INCLUDES 1, INTERNAL & 1 EXTERNAL PLIERS PLUS 4, PAIRS OF
Description: INTERCHANGEABLE TIPS, FED. SPEC. GGG-P-480, ORDER ON LETTER ONLY, PCK. INFO:
SET 1 SET

188	1747012	PC	69	INDUSTOO	1004			
				KLEIN,M	1004			

STRIPPER: WIRE, AND CUTTER, K. MILLER, TOOL AND MFG. MODE 101-S., PCK. INFO: PC
Description: 1 PC

189	1748030	PC	0	SNAPONTO	SSDE63B			
				PROTOTOO	88213			

SCREWDRIVER: FOR DRIVER'S WINDOW REPAIRS, 4000 SERIES, TIP SIZE 3/16", BLADE,
Description: LENGTH 2-1/2", BLADE DIA. 3/16", OVERALL, LENGTH 5-3/8", REED AND PRICE, SPEC.
NO: 4330, PCK. INFO: PC 1 PC

190	1748039	PC	87	PANBOR	37626-2			
				APEXMACH	M-320			
				APEXMACH	320-MX			

BIT: SCREWDRIVER, POWER, COMPLETE WITH FINDER SLEEVE, FOR 6F-8R SLOTTED SCREWS,
Description: 1/4" HEX SHANK., PCK. INFO: PC 1 PC

End of Report

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

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

Signature and Title of Authorized Official

Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

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

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

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

Executed this _____ day of _____, 20_____.

By: _____
(Type of print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

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

_____, certifies to the best of our knowledge
(company's name)
and belief that it and its principals:

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

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

(company name)

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

Signature and Title of Authorized Official

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

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

_____, certifies to the best of our knowledge
(company's name)
and belief that it and its principals:

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

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

Signature and Title of Authorized Official

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

PROPOSAL (continued)
TO BE EXECUTED BY A CORPORATION

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE — IF ANY

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

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

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

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

BY: _____
SIGNATURE OF AUTHORIZED OFFICER*

Title of Signatory: _____
(Print or Type)

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

State of _____

County of _____

Signed and Sworn to before me on:

by _____
(name of signatory)

(Signature of Notary Public)

(NOTARIAL SEAL)

IF BIDDER IS A CORPORATION — THIS PAGE MUST BE EXECUTED

PROPOSAL (continued)
TO BE EXECUTED BY A SOLE PROPRIETOR

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE — IF ANY

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

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

Signature of Bidder: _____

(Signature of Bidder)

Name of Bidder: _____

(Print or Type)

Business Address: _____

(Print or Type Street Address)

(Print or Type City, State and Zip Code)

State of _____

County of _____

Signed and Sworn to before me on:

_____,

by _____
(name of signatory)

(Signature of Notary Public)

(NOTARIAL SEAL)

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