

CHICAGO TRANSIT AUTHORITY  
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2<sup>nd</sup> Floor, 567 W. Lake Street, Chicago, IL, 60661-1498, no later than 11:00 a.m. on Monday, March 28, 2011 at which time all such bids will be opened publicly and read aloud:

Req No: C110P101056698, Spec. No. CTA 7372-10, 303-10, 7164-11, &4758-08/with related drawing #TS-139.  
Pultruded fiberglass handrail and hardware as required for a period of (36) months from date of contract execution.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Anthony Saracco, Sr. Procurement Administrator, 312/681-2454.

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

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

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

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 - 2<sup>nd</sup> Floor, 567 W. Lake Street, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Geoffrey Urban  
General Manager, Purchasing

March 7, 2011



PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENTS FOR  
**Pultruded fiberglass handrail and hardware.**

REQUISITION NO.: C11OP101056698

SPECIFICATION NO.: 7372-10, 303-10,  
7164-11 & 4758-08

DRAWING NO.: TS-139

PROJECT NO.: None

INSURANCE REQUIRED: No

BID DEPOSIT AMOUNT: None

**INFORMATION:**

**Procurement Administrator: Anthony Saracco**

**Phone Number: (312) 664-7200, Ext. 12454**

**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 - 2<sup>nd</sup> Floor  
567 W. Lake Street  
Chicago, IL 60661-1498

**All Signatures to be sworn before a Notary Public**



**ISSUED BY**

Purchasing Department, Chicago Transit Authority  
P.O. Box 7560, Chicago, IL 60680-7560  
Marina Popovic, Vice President, Purchasing  
Richard L. Rodriguez, President  
Terry Peterson, Chairman

## **READ THIS PAGE BEFORE FILLING OUT BID PACKAGE**

### **DOCUMENT PREPARATION** **for Materials & Supplies**

**Two (2) copies** of this bid package are included. One (1) copy is for your file. **One (1) complete copy** is to be returned in the enclosed envelope or a sealed envelope identified with the following: Bidder's name, Address, Title of the proposal, including Requisition Number, Advertised date of bid opening, and the hour designated for the bid opening as shown on the advertisement. Returned copy must contain original signatures.

#### **SIGNATURES REQUIRED ON THE FOLLOWING ITEMS**

- **DBE PARTICIPATION SCHEDULES B, C, & D** – *Schedules C and D must be filled out and signed by all bidders/DBE subs; Schedule B must also be filled out and signed if the bidder is a joint venture.* All information relative to Disadvantaged Business Enterprise (DBE) participation for this contract is outlined in the DBE Special Conditions section entitled, "Disadvantaged Business Enterprise Commitment" (15 pages).
- **GOOD FAITH EFFORTS TO MEET CONTRACT DBE GOAL** – If the contract DBE goal (if any) cannot be fully met through DBE participation on this contract, the bidder **must submit** a signed letter on its company letterhead and supporting documentation to show that all reasonable "Good Faith Efforts" were made toward fulfilling the required DBE goal. Please refer to "SPECIAL CONDITIONS -DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT" Good Faith Efforts (Section V or VI) for further details. Failure to document Good Faith Efforts to meet the contract DBE goal when the goal cannot be fully met through participation will result in a "Non-Responsive" (Disqualified) bid which will be ineligible for contract award.
- **BUY AMERICA CLAUSES** – Certificate of Compliance or Non-Compliance with Sections 165(a) and 165(b)(3). [Does not apply to Operating funded procurements, personal minicomputer purchases or purchases less than \$100,000.00.]
- **CERTIFICATION REGARDING A DRUG FREE WORKPLACE**
- **CERTIFICATION OF PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.** Two forms: PRIMARY and LOWER TIER (when applicable).
- **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS (LOBBYING CERTIFICATION)**

**A NOTARIZED SIGNATURE** by an authorized officer of your business must appear on one of the following Proposal Execution pages:

- **TO BE EXECUTED BY A CORPORATION**

The SIGNATURE OF AUTHORIZED OFFICER, under Corporate Name must be President or Vice President. If signed by any other person, a resolution or by-law authorizing such person to execute a contract must accompany the Proposal.

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

- **TO BE EXECUTED BY PARTNERSHIP OR JOINT VENTURE**

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

- **TO BE EXECUTED BY SOLE PROPRIETOR**

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

**OWNERSHIP DISCLOSURE** – This document is required, failure to address this will cause a delay in the execution of the contract.

**INSURANCE** (when required) – The awarded contractor must provide **certified** copies of insurance policies in order to allow for contract execution. CTA is to be named an **additional insured**. This should be taken into consideration when submitting your bid.

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

**Failure to sign the documents listed above may result in your firm not being awarded the contract.**

## **CONTRACT FOR SUPPLIES REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS**

Bids 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 bids or the performance of the Contract.

### **3. BID DEPOSIT:**

A bid 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 BID:**

The bidder shall prepare his bid in DUPLICATE on the attached bidding forms, submit one (1) copy and retain one (1) for your records. Unless otherwise stated on the bidding form, all blank spaces on the bid, 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 bid.

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 bid.

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 the Assumed Business Name Act, 805 ILCS 405 et seq., as amended.

**ALL SIGNATURES MUST BE SWORN TO BEFORE A NOTARY PUBLIC**

#### **5. SUBMISSION OF BIDS:**

All prospective bidders shall submit **ONE (1) SEALED BID** 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 bid 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 bid, including identifying numbers, advertised date of bid opening, and the hour designated for the bid opening as shown on the advertisement.**

Where bids 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, bids thus delayed will not be considered and will be returned unopened.

Where bids 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 bid is delayed beyond the date and hour set for the bid opening, bids 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 BIDS:**

Bidders may withdraw their bids 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 bid for a period of ninety (90) calendar days after said advertised date and hour for the receipt of bids.

#### **7. RESPONSIBILITY OF BIDDER:**

The Authority reserves the right to refuse to accept any bid 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 BIDS:**

The Authority reserves the right to extend the bid opening date and to reject any or all bids 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 representatives 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 BIDS:**

The Authority will accept in writing one or more of the bids or reject all bids 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 bid 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 bid, 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 bid 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 bid. Oral explanation will not be binding. **Bidder must acknowledge receipt of each addendum issued in space provided on the signature page of Bid 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 bid.

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 bid exactly what he proposes to furnish, or forwards with the bid, 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 bid 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 E9978-2987-05. 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. Bid and Signature and Acceptance forms |
| 2. Special Conditions  | 7. Advertisement for Bids                 |
| 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 bid hereof, or to the Chicago Transit Authority. Attention, Purchasing Agent. P.O. Box 7560, Chicago, Illinois 60680-7560.

## **CONTRACT FOR SUPPLIES GENERAL CONDITIONS**

### **1. NON-DISCRIMINATION:**

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

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

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

### **2. DISADVANTAGED BUSINESS ENTERPRISES:**

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

### **3. INDEMNIFICATION:**

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

### **4. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS:**

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

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

### **5. GUARANTEES AND WARRANTIES:**

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

### **6. DELIVERY:**

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

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



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

**7. DEMURRAGE AND RE-SPOTTING:**

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

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

**8. MATERIALS INSPECTION AND RESPONSIBILITY:**

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

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

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

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

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

**9. ORDER OF PRECEDENCE OF BEST PRICE:**

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

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

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

**10. PAYMENT:**

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

**11. CASH BILLING DISCOUNT:**

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

## **12. INVOICES:**

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

## **13. PRICE REDUCTION:**

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

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

## **14. DEFAULT:**

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

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

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

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

**15. DISPUTES:**

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

**16. EXECUTION:**

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

**SPECIAL CONDITIONS**  
**DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT**  
**INVITATION FOR BIDS**  
**REQUISITION NUMBER: C14OP101056698**

**I. POLICY AND TERMS**

- A. The policy of the Chicago Transit Authority is to create a level playing field on which Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26.
- B. The Authority has established the following DBE participation goal for this project:
- Disadvantaged Business Enterprise Goal: 1%**
- C. The DBE participation goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE participation goal is based on the bidder's operating expenses and not on the total anticipated revenue to be generated by the contract. The bidder may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below. **Any evidence of good faith efforts must be submitted with the sealed bid or the bid will be rejected in its entirety.**
- D. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options, and change orders. The bidder agrees to make its best effort to include DBE participation in any contract modification work.
- E. The goal may be met, as further explained in Section IV hereof, by the bidder's status as a DBE, by a joint venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section V hereof.
- F. A bidder who fails to meet the DBE goal and fails to demonstrate sufficient and reasonable good faith efforts shall not be eligible to be awarded the contract. All documentation of good faith efforts by a bidder **must** be included in the envelope or package containing the bid.
- G. The Authority prohibits agreements between a bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders.

**II. DEFINITIONS**

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

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

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

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

- I. “Purchasing Agent”** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- J. “Small Business Concern”** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.570 million, or as revised from time to time, over the three (3) previous fiscal years.
- K. “Socially and Economically Disadvantaged Individuals”** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
  - 1. “Black Americans”**, which includes persons having origins in any of the Black racial groups of Africa;
  - 2. “Hispanic Americans”**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

3. **“Native Americans”**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4. **“Asian-Pacific Americans”**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
5. **“Subcontinent Asian Americans”**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
6. **Women.**
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

L. **“USDOT” or “DOT”** refers to the U.S. Department of Transportation.

### III. **JOINT VENTURES**

The General Manager, DBE Program, will evaluate the joint venture agreement submitted on behalf of the proposed joint venture and all related documents to determine whether these DBE requirements have been satisfied. In addition, the General Manager, DBE Program, will consider the record of the joint venturers as joint venturers on other Authority contracts, if any.

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

### IV. **COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL**

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

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

To determine whether a firm is performing a commercially useful function, the General Manager, DBE Program, will evaluate the amount of work subcontracted, industry practices and other relevant factors. The General Manager, DBE Program, reserves the right to deny or limit DBE credit to the bidder where any DBE is found to be engaged in substantial pass-through activities with others.

DBE participation shall be counted toward the DBE goal in the contract as follows:

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

#### V. **GOOD FAITH EFFORTS**

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

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

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

- A. Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and minority-focus media for at least twenty (20) days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to capable DBEs that their interest in the contract is solicited.
- D. Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
  - 1. The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact.
  - 2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
  - 3. A statement explaining why additional agreements with DBEs were not reached.
- E. For each DBE the bidder contacted but rejected as unqualified; the reason for the bidder's conclusion.
- F. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or the Authority.
- G. Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- H. Documentation that the bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
- I. Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- J. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

#### **VI. GOOD FAITH EFFORTS RECONSIDERATION**

If it is determined that the apparent successful low bidders have failed to meet the requirements of the contract goal/good faith efforts, the Authority will provide them with **ONE** opportunity for administrative reconsideration, before the Authority awards the contract. This reconsideration will include the following:



- A. The bidder will be permitted to either provide written evidence or to present oral argument at a pre-scheduled time that the documentation it submitted with its bid met the DBE goal and/or showed good faith efforts to do so. **No new evidence of good faith efforts may be presented after the bid submission deadline.**
- B. The Authority's Reconsideration Officer will review the evidence presented by the bidder and issue a written determination that the bidder has: 1) met the DBE goal; 2) not met the DBE goal but has made adequate good faith efforts to do so; or 3) has not met the DBE goal and the good faith efforts made were not adequate.
- C. The decision of the Authority's Reconsideration Officer is final and may not be appealed to the Authority or its funding agencies.
- D. The Authority will not award a contract to any bidder who does not meet the contract DBE participation goal or show good faith efforts to meet that goal. Thus, it is essential that all bidders submit ALL relevant documentation concerning the DBE goal and/or good faith efforts in the envelope or package containing their sealed bid.

## **VII. PROCEDURE TO DETERMINE BID COMPLIANCE**

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

### **A. Letters of Certification**

- 1. A copy of each proposed DBE firm's current Letter of Certification or re-certification from the IL UCP should be submitted with the bid. **ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-CERTIFICATIONS. This means that the DBE's certification must be issued by the IL UCP before the due date for bids.**
- 2. All Letters of Certification or Re-certification issued by the IL UCP must include a statement of the DBE firm's area of specialization and appropriate DBE goal credit (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work set forth on Schedule C must conform to its stated area of specialization. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE firm must request an expansion of its area of specialization from the Authority in writing plus any other documentation required by the Authority to process said request prior to the time set by the Authority for bid opening. Further, the DBE's request must be agreed to by the General Manager, DBE Program, and the DBE firm must be certified prior to **DUE DATE OF BIDS.**

### **B. Joint Ventures**

- 1. Where the bidder proposes to include in its bid a DBE, which is a joint venturer, the bidder must submit a fully executed copy of the joint venture agreement with its bid. The joint venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.

2. Further, the proposed joint venture agreement shall include specific details related to: 1) contributions of capital and equipment; 2) work items to be performed by the DBE's own forces; 3) work items to be performed under the supervision of the DBE; 4) the DBE management, supervisory and operating personnel to be dedicated to the performance of the project; and (5) the authority of each joint venturer to contractually obligate the joint venture and to expend funds. Failure to submit a copy of the joint venture agreement will cause the firm to be considered by the Authority to be non-responsible.

## **VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT**

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

## **IX. PROMPT PAYMENT TO SUBCONTRACTORS**

- A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than seven (7) calendar days after the Contractor has received payment from the Authority. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment within 7 days of the date that the Contractor has received payment from the Authority.
- B. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment of Retainage within fourteen (14) calendar days of the date that the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work.
- C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.

- D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E. The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers, canceled checks (if requested), invoices and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by the Authority) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with the Authority, except for the first payment request, on every contract with the Authority.
- F. Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

**X. DBE SUBSTITUTIONS**

- A. Arbitrary changes by the bidder of the commitments previously indicated in **Schedule D** are prohibited. No changes may be made by the bidder to the DBE firms listed on Schedule D after the opening of bids but prior to contract award. However, in the event the Purchasing Agent, after consulting with the DBE Department, determines that a critical DBE subcontractor is non-responsible, the Authority may require that bidder replace the non-responsible DBE subcontractor prior to contract award. In that event, bidder must replace the non-responsible DBE subcontractor with a responsible, certified DBE subcontractor or show adequate good faith efforts as set forth Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the General Manager, DBE Program for such substitution.
- B. Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C. It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:
  - 1. The Contractor must immediately notify the General Manager, DBE Program, in writing, of the proposed substitution of subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
  - 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
  - 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).

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

## **XI. NON-COMPLIANCE**

- A. Failure to comply with the DBE requirements of the contract or failure to use DBEs as stated in the bid constitutes a material breach of contract. The General Manager, DBE Program, shall have the discretion to recommend to the Authority's Purchasing Agent that the Purchasing Agent apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the DBE requirements. Such sanctions include, but are not limited to, withholding payment to the Contractor until corrective action is taken; suspension and/or termination of the contract, in whole or in part; and debarring or suspending the Contractor from entering into future contracts with the Authority.
- B. The failure by the Contractor to use a DBE subcontractor to the extent the Contractor committed to use said DBE, gives the underutilized DBE specific contract remedies, including the right to damages, the right to resolve the dispute by binding arbitration before an independent arbitrator and the right to recover its reasonable expenses, including attorneys' fees, if the DBE is the prevailing party, as follows:
1. Damages. In the event the Contractor has not complied with the contractual DBE percentage and the change to the contractual DBE usage has not been approved by the Authority, an affected DBE may recover from the Contractor damages suffered by said DBE as a result of being underutilized. This provision is intended for the benefit of any DBE affected by underutilization and grants such entity third party beneficiary rights. Any rights conferred by this provision are non-waivable and take precedence over any conflicting provisions in the agreement between the Contractor and the DBE.

2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.
3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys’ and arbitrator fees, as damages to a prevailing DBE.
4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

C. In addition, federal and state laws apply to false representations, deception and fraud.:

1. Illinois Law. Under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract.  
720 ILCS 5/17-29.
2. Federal Law. False, fraudulent, or deceitful statements made in connection with DBE participation in federal Department of Transportation assisted programs could also result in liability under 49 CFR Part 31, Program Fraud and Civil Remedies and possible prosecution under 18 U.S.C. 1001.

D. If the Contractor does not pay any subcontractor listed on a pay request or return a subcontractor’s retainage within the time limits required under the prompt payment provision set forth in Section VIII hereof, the Contractor must pay the subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the subcontractor. All agreements between the Contractor and its subcontractors must provide for interest as set forth herein.

E. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

The Contractor agrees to include this assurance in all subcontracts.

## **XII. RECORD KEEPING**

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

The bidder must also create a bidders list, consisting of information about all subcontractors that submitted a bid or quote. The bidders list will include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. Failure to submit this information will result in the firm being deemed non-responsible for the contract.

## **XIII. MINORITY FINANCIAL INSTITUTIONS**

The bidder is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of bidder's willingness to do business with DBEs. Information about such institutions is available in the Authority's DBE Program Directory, which is available on-line at [www.transitchicago.com](http://www.transitchicago.com) and a hard copy is available at the Authority's Diversity and Small Business Compliance Programs Department Office, 567 West Lake Street, 4<sup>th</sup> floor, Chicago, Illinois 60661-1498.

## DBE Assistance Agencies

*The following agencies are available to prospective bidders for assistance.*

<p><b>Alliance of Business Leaders &amp; Entrepreneurs (ABLE)</b>  150 N. Michigan Ave., Suite 2800  Chicago, IL 60601  Phone: (312) 624-7733  Fax: (312) 275-7841  Website: <a href="http://www.ablechicago.com">www.ablechicago.com</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>	<p><b>Black Contractor United (BCU)</b>  400 W. 76<sup>th</sup> St., Suite 200  Chicago, IL 60620  Phone: (773) 483-4000  Fax: (773) 483-4150  Website: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>
<p><b>Chatham Business Association (CBA)</b>  8441 S. Cottage Grove Ave.  Chicago, IL 60619  Phone: (773) 994-5006  Fax: (773) 994-9871  Website: <a href="http://www.cbaworks.org">www.cbaworks.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>	<p><b>Chicago Minority Business Development Council, Inc. (CMBDC)</b>  105 W. Adams  Chicago, IL 60603  Phone: (312) 755-8880  Fax: (312) 755-8890  Website: <a href="http://www.cmbdc.org">www.cmbdc.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>
<p><b>Chicago Urban League (CUL)</b>  4510 S. Michigan Ave.  Chicago, IL 60653  Phone: (773) 285-5800  Fax: (773) 285-7772  Website: <a href="http://www.thechicagourbanleague.org">www.thechicagourbanleague.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>	<p><b>Federation of Women Contractors (FWC)</b>  5650 S. Archer Ave.  Chicago, IL 60638  Phone: (312) 360-1122  Fax: (312) 360-0239  Website: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> </ul>
<p><b>Hispanic-American Construction Industry Association (HACIA)</b>  901 West Jackson Blvd., Suite 205  Chicago, IL 60607  Phone: (312) 666-5910 ext. 22  Fax: (312) 666-5692  Website: <a href="http://www.haciaworks.org">www.haciaworks.org</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>	<p><b>Illinois Hispanic Chamber of Commerce (IHCC)</b>  111 W. Washington Blvd., Suite 1600  Chicago, IL 60602  Phone: (312) 425-9500 / (312) 492-9960  Fax: (312) 425-9510  Website: <a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a>  <b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>

## DBE Assistance Agencies (Continued)

<p><b>Philippine American Chamber of Commerce of Greater Chicago (PACCGC)</b>  3413 N. Milwaukee Ave.  Chicago, IL 60641  Phone: (773) 545-4330  Fax: (773) 545-4373  Website: <a href="http://www.paccgc.org">www.paccgc.org</a></p> <p><b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>	<p><b>Women's Business Development Center (WBDC)</b>  8 S. Michigan Ave., 4<sup>th</sup> Floor  Chicago, IL 60603  Phone: (312) 853-3477  Fax: (312) 853-0145  Website: <a href="http://www.wbdc.org">www.wbdc.org</a></p> <p><b>Services</b></p> <ul style="list-style-type: none"> <li>• Business Development</li> <li>• Certification Assistance</li> <li>• Technical Assistance</li> </ul>
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*Project information and current DBE directory of certified local and out-of-state companies are available.*

<p>Chicago Transit Authority  <b>Project Information</b>  c/o Marina Popovic  Purchasing Department  567 W. Lake St.  P.O. Box 7560  Chicago, IL 60680-7560  Phone: (312) 681-2400  Fax: (312) 681-2405  E-mail: <a href="mailto:mpopovic@transitchicago.com">mpopovic@transitchicago.com</a></p>	<p>Chicago Transit Authority  <b>DBE Directory</b>  c/o Mayra Garcia Guzman  Diversity &amp; Small Business Compliance Programs Dept.  567 W. Lake St.  P.O. Box 7562  Chicago, IL 60680-7562  Phone: (312) 681-2600  Fax: (312) 681-2605  E-mail: <a href="mailto:mguzman@transitchicago.com">mguzman@transitchicago.com</a></p>
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**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:

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D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: 

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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?

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

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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?

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**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 misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also 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**

**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**

Job Order No.: \_\_\_\_\_

[illegible]

**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.**

**NOTICE: Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.**

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**

I hereby acknowledge that I have been advised of the following: Any misrepresentation regarding the status of a person or an entity in order to qualify for DBE status may result in conviction for a Class 2 felony, including a penalty for one and a half times the value of the contract. Material misrepresentation on any matter will also be grounds for terminating any contract which may be awarded, and for initiating action under federal or state laws concerning false statements.

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), Federal Transit Administration (FTA), the State of Illinois Department of Transportation (IDOT), Division of Public Transportation (DPT), and the Chicago Transit Authority (CTA).

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

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

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

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

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

#### **B. Definitions For purposes of this section -**

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

#### **C. Submission of Protests**

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

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

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

#### **D. Types of Protests and Timing**

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

##### **1. Protests regarding solicitation**

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

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

## **2. Protests regarding bid evaluation**

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

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

## **3. Protests Regarding Award of Contract**

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

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

## **E. Authority Response**

### **1. Types of Protests**

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

#### **a. Protests regarding solicitation**

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

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

#### **b. Protests regarding bid evaluation**

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

#### **c. Protests after award**

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

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

## 2. Decisions by Authority

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

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

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

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

## SECTION II - FTA BID PROTEST PROCEDURE

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



## **SPECIAL CONDITIONS**

**SPECIFICATION NO. CTA 7372-10, 303-10, 7164-11 & 4758-08  
CONTRACT NO. C11OP101056698**

### **PERFORMANCE BOND/INSURANCE**

None required.

### **DELIVERY**

Delivery shall be made to Attn: Mr. Sergey Yutalas, Chicago Transit Authority, Storeroom 32 located at 3927 W. Maypole, Chicago, IL 60624. All shipping and handling charges shall be paid by the Contractor. Vendor shall notify Mr. Yutalas at (773) 722-4084, not less than 48 hours prior to shipment.

Delivery shall be within 60 days after receipt of contract.

### **PROPOSAL PAGE PREPARATION**

The Bidder shall state the following on the attached Proposal Pages:

1. Manufacturer and manufacturer's part number.
2. Unit, Extended and Total Extended Price, delivered.
3. Person to contact.
4. Bidder's terms.

### **BASIS OF CONTRACT AWARD**

This contract will be awarded to the lowest responsive and responsible bidder based on the Total Extended Price of the material listed.

### **CERTIFICATION**

The manufacturer shall furnish with each shipment received by the CTA, a copy of the test report, certified to be the test report, of the results of the last completed set of tests performed on the fiberglass material along with the specific type, size and grade of bolt, nut, and washer to be furnished. A material safety data sheet (MSDS) for the fiberglass products shall also accompany the order.

### **PRE-AWARD SAMPLES**

Bidders that submit items that have not been pre-approved by CTA's Engineering Department shall furnish samples that meet CTA Detailed Specification No. 7372-10, 303-10, 7164-11 & 4758-08 with their bid or within 5 calendar days upon request from the Authority. Failure of the sample to be submitted within the 5 calendar days or failure of the sample to meet the CTA Detailed Specifications shall be cause for their bid to be found non-responsive. Approval of an item does not guarantee and order under the currently proposed or future contracts.

### **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 60680-7565. 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 number.

## **SPECIAL CONDITIONS**

**SPECIFICATION NO. CTA 7372-10, 303-10, 7164-11 & 4758-08  
CONTRACT NO. C11OP101056698**

### **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 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 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.
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.

### **PACKAGING AND MARKING**

All materials are to be identified with order number, quantity, CTA item number, and manufacturer's part number if applicable.

### **COMPLIANCE WITH LAWS, REGULATIONS AND CODES**

If any part of this Specification shall be, at date of issue, or shall later become, in non-conformity with current or future city, county, state or federal laws and/or codes or regulations because of materials or requirements specified therein, Chicago Transit Authority shall have the right to negotiate for and accept or reject substitute materials and/or requirements.

### **TERMINATION FOR CONVENIENCE**

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

The Contractor shall be paid 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.

## **SPECIAL CONDITIONS**

**SPECIFICATION NO. CTA 7372-10, 303-10, 7164-11 & 4758-08  
CONTRACT NO. C110P101056698**

### **CTA ETHICS ORDINANCE**

The Contractor agrees to comply with the CTA Code of Ethics, CTA Ordinance No. 04-99, 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.

### **WARRANTY**

All material furnished by the Contractor shall be covered for a period of one year against manufacturing defects. Warranty period shall begin when the material is accepted by the CTA. Should the manufacturer's standard warranty coverage exceed this minimum requirement, said manufacturer's standard warranty shall apply.

### **WARRANTY CLAIMS**

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

**CHICAGO TRANSIT AUTHORITY**  
**DETAIL SPECIFICATION**  
**FOR**  
**PULTRUDED FIBERGLASS WALKWAY, STAIRWAY AND HANDRAIL PRODUCTS**  
**SPECIFICATION NO. CTA 7372-10**

**PART 1 - GENERAL**

**1.01 Scope of Work**

- A. This specification covers the requirements to furnish and deliver fiberglass-reinforced plastic (FRP) products and ancillary equipment used for walkways, stairways and safety handrails throughout the CTA.
- B. The FRP products and ancillary equipment covered by this specification are as follows:
- Platform Grating: Section 2.02
  - Structural Shapes and Plates: Section 2.03
  - Handrail Posts, Horizontal Rails: Section 2.04
  - Handrail Post Stanchion Base Assemblies: Section 2.05
  - Grating Hold Downs and Panel Connectors: Section 2.06
  - Handrail Splice Connectors: Section 2.07
  - Fiberglass Rectangular Washers: Section 2.08
  - Stair Treads and associated hardware: Section 2.09

**1.02 Reference Drawings and Standards**

- A. The following CTA drawings and Industry Standards make up a part of this specification as referenced herein. The most recent version of any industry standard specification at the time of Invitation For Bid shall apply.

CTA Engineering Drawings:  
TS-139: Footwalk Standards  
TS-140: Track Access Stair Standards

**List of Industry Standards to Meet**

ASTM A 29	ASTM B 850	ASTM D 792
ASTM A 36	ASTM C 177	ASTM D 953
ASTM A 153	ASTM D 149	ASTM D2000
ASTM A 276	ASTM D 150	ASTM D 2344
ASTM A 325	ASTM D 256	ASTM D 2583
ASTM A 511	ASTM D 570	ASTM D 3039
ASTM A 512	ASTM D 635	ASTM D 3846
ASTM A 563	ASTM D 638	ASTM D 3917
ASTM A 568	ASTM D 695	ASTM E 84

ASTM A 666	ASTM D 696	ASTM F 593
ASTM A 895	ASTM D 790	ASTM F 788
ASTM F 844		
IFI 100/107-1995		
ANSI/ASME B18.8.2-2000		
ANSI/ASME B18.21.1-1999		
ANSI/ASME B18.22.1-1965 (R1998)		
ANSI/ASME B1.1-2003		

### 1.03 Submittals

- A. Shop drawings of all products to be furnished and delivered shall be submitted for review and approval prior to the start of work. Any product fabricated prior to written approval by the CTA Manager, Track/Civil Engineering may not be accepted and shall be replaced with approved product at no extra cost to the CTA. The Contractor shall be responsible for all cost associated with the un-approved product, including all return shipping cost.
- B. A sample of each product to be furnished and delivered shall be submitted for review and approval prior to the start of work. Any product fabricated prior to written approval by the CTA Manager, Track/Civil Engineering may not be accepted and shall be replaced with approved product at no extra cost to the CTA. The Contractor shall be responsible for all cost associated with the un-approved product, including all return shipping cost.

### 1.04 Quality Assurance

- A. All product furnished and delivered to the CTA shall have a verifiable five (5) year history of similar application. The resume of each product furnished and delivered shall be supplied to the CTA Manager, Track/Civil Engineering.
- B. All product furnished and delivered shall carry a three (3) year warranty against defects in material and workmanship.
- C. All product furnished and delivered shall be fabricated by companies ISO 9001-2001 certified.

## PART 2 - PRODUCTS

- 2.01 Unless otherwise indicated in the Contract Document, fiberglass reinforced plastic pultruded products furnished under this specification shall be gray in color. The color shall be uniformly dispersed throughout the material with minimum color variance in elements of any one lot.
- 2.02 Grating - All grating shall have a non-skid surface of quartz grit permanently bonded by

means of a baked epoxy resin.

A. The grating material shall be a combination of fiberglass reinforcements (fibers and mat) with a surface veil and thermosetting vinyl ester resin system manufactured by the pultrusion process. The material shall provide fire resistance, chemical resistance, water resistance, ultraviolet resistance, and electrical insulating properties in accordance with the requirements as follows:

1. Resins shall be fire retardant vinyl ester meeting or exceeding the requirements for Class 1 rating of 25 or less per ASTM E 84. Resins shall meet or exceed the self-extinguishing requirements of ASTM D 635. Resins shall be UV inhibited and the composite shall include a veil on all exposed surfaces.
2. Gratings shall be constructed of straight parallel "T" cross section bearing bars, one (1) inch wide on top and five eighths (5/8) inches wide at the bottom, and shall be joined into panels using pultruded fiberglass/resin cross rods, the center to center spacing of the cross rods shall be six (6) inches. The cross rods shall pass through the bearing bars and both mechanically and chemically bond to each side of the web of the individual bearing bars.
3. Standard grating panels shall be two (2) inches deep. The bearing bars shall be at two (2) inch centers. The width and length of the panels shall be as called for in the Contract Documents.
4. Grating panels shall not deflect more than one quarter (1/4) inch for a simply supported forty (48) inch span under a uniform distributed load of two hundred (200) pounds per square foot, or when a concentrated load of five hundred (500) pounds is applied at the midpoint of the span. In addition, the grating panels shall sustain a uniformly distributed load of two thousand (2,000) pounds per square foot on a simply supported forty eight (48) inch span without failure.

2.03 Structural Shapes and Plates - The material for the structural shapes and plates shall be a combination of fiberglass reinforcements (fibers and mat) and thermosetting isophthalic polyester resin system with a surface veil, manufactured by the pultrusion process. The material shall provide chemical resistance, water resistance, ultraviolet resistance, and electrical insulating properties.

A. Unless otherwise indicated in the Contract Document, all structural shapes and plates shall have a smooth surface. Structural shapes shall meet the dimensional tolerances specified in ASTM D 3917.

B. Structural Shapes - Structural shapes covered by this specification shall meet

the minimum property values specified in Tables 1 through 4. Shapes to be furnished include wide flange beams, I-beams, channels, angles (equal and unequal leg), tubing (round, square and rectangular), square bars, and special shapes i.e. flat strips, flat bars, corrugated sections, Z-sections, and H-sections.

TABLE 1 - Structural Shapes - Mechanical Properties		
Test	ASTM Method	Minimum Value
Tensile Stress, LW	D 638	30,000 psi
Tensile Stress, CW	D 638	7,000 psi
Tensile Modulus, LW	D 638	$2.5 \times 10^6$ psi
Tensile Modulus, CW	D 638	$0.8 \times 10^6$ psi
Compressive Stress, LW	D 695	30,000 psi
Compressive Stress, CW	D 695	15,000 psi
Compressive Modulus, LW	D 695	$2.5 \times 10^6$ psi
Compressive Modulus, CW	D 695	$1.0 \times 10^6$ psi
Flexural Stress, LW	D 790	30,000 psi
Flexural Stress, CW	D 790	10,000 psi
Flexural Modulus, LW	D 790	$1.6 \times 10^6$ psi
Flexural Modulus, CW	D 790	$0.8 \times 10^6$ psi
Modulus of Elasticity, Ex or Ey	full section	$2.6 \times 10^6$ psi
Compressive Shear Stress, LW	D 3846	3,000 psi
Shear Modules, LW (nominal)	-----	$0.425 \times 10^6$ psi
Short Beam Shear, LW	D 2344	4,500 psi
Bearing Stress, LW	D 953	30,000 psi
Poisson's Ratio, LW (Nominal)	D 3039	0.33 in/in
Notched Izod Impact, LW	D 256	25 ft-lbs/in
Notched Izod Impact, CW	D 256	4 ft-lbs/in

TABLE 2 - Structural Shapes - Physical Properties		
Test	ASTM Method	Minimum Value
Barcol Hardness	D 2583	45
24 hour Water Absorption by wt.	D 570	0.6% max
Density	D 792	0.062-0.070 lbs/in <sup>3</sup>
Coefficient Thermal Expansion	D 696	$4.4 \times 10^{-6}$ in/in/ <sup>o</sup> F
Thermal Conductivity (nominal)	C 177	4 BTU-in/ft <sup>2</sup> /Hr/ <sup>o</sup> F

TABLE 3 - Structural Shapes - Electrical Properties		
Test	ASTM Method	Minimum Value
Arc Resistance	D 495	120 seconds
Dielectric Strength, LW	D 149	35 kv/in

Dielectric Strength, PF	D 149	200 volts/mil
Dielectric Constant, PF	D 150	5.6 @ 60 Hz

TABLE 4 - Structural Shapes - Flammability Properties		
Test	ASTM Method	Minimum Value
Tunnel Test	E 84	25 max. flame spread
Flammability	D 635	Self Extinguishing

LW = Tested lengthwise or parallel to rovings,

CW = Tested crosswise or perpendicular to laminate face

PF = Tested perpendicular to laminate face

- C. Structural Plates - Unless otherwise specified in the Contract Document, structural plates shall be furnished in sheets forty eight (48) inches wide by ninety six (96) inches long, in sizes from one eighth (1/8) inch to one (1) inch thick. Structural plates furnished shall meet the minimum property values specified in Tables 5 through 8.

TABLE 5 - Structural Plates - Mechanical Properties		
Test	ASTM Method	Minimum Value
Tensile Stress, LW	D 638	20,000 psi
Tensile Stress, CW	D 638	7,500 psi (1/8") 10,000 psi (3/16"-1")
Tensile Modulus, LW	D 638	$1.8 \times 10^6$ psi
Tensile Modulus, CW	D 638	$0.7 \times 10^6$ psi (1/8") $0.9 \times 10^6$ psi (3/16"-1/4") $1.4 \times 10^6$ psi (3/8"-1")
Compressive Stress, LW	D 695	24,000 psi
Compressive Stress, CW	D 695	15,500 psi (1/8") 16,500 psi (3/16"-1/4") 20,500 psi (3/8"-1")
Compressive Modulus, LW	D 695	$1.8 \times 10^6$ psi
Compressive Modulus, CW	D 695	$1.0 \times 10^6$ psi
Flexural Stress, LW	D 790	35,000 psi (1/8"-1/4") 30,000 psi (3/8"-1")
Flexural Stress, CW	D 790	13,000 psi (1/8") 15,000 psi (3/16"-1/4") 18,000 psi (3/8"- 1")
Flexural Modulus, LW	D 790	$1.6 \times 10^6$ psi
Flexural Modulus, CW	D 790	$0.9 \times 10^6$ psi (1/8") $1.1 \times 10^6$ psi (3/16"-1/4") $1.4 \times 10^6$ psi (3/8"-1")
Bearing Stress, LW and CW	D 953	32,000 psi



Poisson's Ratio, LW (Nominal)	D 3039	0.31 in/in
Notched Izod Impact, LW	D 256	18.5 ft-lbs/in (1/8") 20 ft-lbs/in (3/16" - 1")
Notched Izod Impact, CW	D 256	5 ft-lbs/in

TABLE 6 - Structural Plates - Physical Properties		
Test	ASTM Method	Minimum Value
Barcol Hardness	D 2583	40
24 hour Water Absorption by wt.	D 570	0.6% max
Density	D 792	0.060-0.068 lbs/in <sup>3</sup>
Coefficient Thermal Expansion	D 696	8.0x10 <sup>-6</sup> in/in/°F

TABLE 7 - Structural Plates - Electrical Properties		
Test	ASTM Method	Minimum Value
Arc Resistance	D 495	120 seconds
Dielectric Strength, LW	D 149	35 kv/in
Dielectric Strength, PF	D 149	200 volts/mil (1/8")
Dielectric Constant, PF	D 150	5 @ 60 Hz

TABLE 8 - Structural Plates - Flammability Properties		
Test	ASTM Method	Minimum Value
Tunnel Test	E 84	25 max. flame spread
Flammability	D 635	Self Extinguishing

LW = Tested lengthwise or parallel to rovings,  
 CW = Tested crosswise or perpendicular to laminate face  
 PF = Tested perpendicular to laminate face

2.04 Handrail FRP Components - The FRP handrail component material shall be per Section 2.03 herein. All fiberglass component surfaces that have been cut or otherwise broken shall be repaired per the manufacturer's recommendations.

- A. Handrail Post Tubing - All handrail post tubing shall be a composite of two and three eighths (2 3/8) inches square by three sixteenths (3/16) inches thick wall with a two (2) inch square by one eighth (1/8) inch thick wall epoxied on the inside of the larger tube for the entire length of the tube specified. Lengths shall be as called for in the Contract Document.
- B. Horizontal Handrail Tubing - Unless otherwise specified in the Contract Document, all horizontal handrail tubing shall be two (2) inch square by one eighth (1/8) inch thick wall. Lengths shall be as called for in the Contract Document.

- 2.05 Handrail Post Stanchion Base Assemblies - The stanchion base assembly to be furnished shall be indicated in the Contract Document.
- A. The stanchion base assemblies shall be fabricated to the requirements indicated on drawing TS-139, Details 4, 5, and 6.
  - B. Handrail post stanchion base assemblies shall be free of sharp edges, burrs, distortion, weld splatter, and any other injurious defect. The base assemblies shall be fabricated from 12 gage 316 stainless for the top and one quarter (1/4) inch thick 316 stainless for the base plate.
- 2.06 Grating Hold Downs and Panel Connectors - The following are the various types of hold down and panel connector systems used by the CTA. The particular type(s) required shall be indicated in the Contract Document
- A. Hold Down Block - Neoprene rubber hold down blocks furnished under CTA Item No. 9747004 shall be one half (1/2) inch thick by one and eight tenths (1.8) inches wide by one and one half (1 1/2) inches long. The neoprene rubber compound shall be per ASTM D2000 and have a Durometer hardness of seventy (70) (plus or minus five (5)) Shore A, be resistant to heat, weather, ozone, oil, outdoor aging, tearing, and low temperature brittleness. The hold down block dimensions shall meet the Rubber Manufacturers Association (RMA) molded solid rubber tolerance designation RMA A4-F3-T.032 (T.80 mm). The hold down block shall have a thirteen thirty seconds (13/32) inch diameter hole in the center. Refer to drawing TS-139, Detail 8 for neoprene hold down block.
  - B. Panel connectors shall be six (6) inches long molded sleeves, formed to slide over the lower flange of the grating. The sleeves shall have a hole in the center to install a one eighth (1/8) inch diameter by nine sixteenths (9/16) inch long stainless steel tension pin (rolled spring pin). Pins shall come installed in the sleeves and shall be in accordance with ANSI/ASME B18.8.2. Refer to drawing TS-139, Detail 3.
- 2.07 Handrail Splice Connectors - Unless otherwise indicated in the Contract Document, splice connectors shall be one and eleven sixteenths (1 11/16) inches square, pre-cut to six (6) inch lengths. Connectors shall be hollowed out through the longitudinal center to one (1) inch diameter. The material shall be non conductive, compatible with the manufacturer's recommended epoxy adhesive, and designed to meet the required design loads specified in Notes 9.1 and 9.2 of drawing TS-139 when assembled per the manufacturer's instructions.
- 2.08 Fiberglass Rectangular Washers - Pultruded fiberglass washers furnished under CTA Item No. 9747006 shall be two tenths (.2) inches thick by one and one half (1 1/2) inches by one and one half (1 1/2) inches long and have a thirteen thirty

seconds (13/32) inch diameter hole in the center. Fiberglass washers shall be fabricated from two tenths (.2) inch thick by one and one half (1.5) inches wide structural flat strip that meets the requirements specified in Section 2.3.

2.09 Stair Treads – All FRP stair treads shall be fabricated from fiberglass reinforcement and resin as necessary to comply with the drawings and specification.

A. Material

1. Fiberglass reinforcement shall be continuous roving in sufficient quantities to comply with the specified strength and performance properties.
2. The polyester resin formula used shall provide the corrosion resistance, strength and other physical properties as specified.
3. All finished surfaces shall be smooth, resin-rich and free from voids, dry spots, cracks and un-reinforced areas. All fiberglass shall have sufficient resin cover to protect from weathering and exposure.
4. The stair treads shall be fabricated from material that has a tested flame spread rating of twenty five (25) or less per the ASTM E-84 Tunnel Test.
5. The percentage of glass by weight shall be a minimum of thirty seven (37%) percent.
6. All mechanical clips and fasteners shall be fabricated from Type 316S stainless steel.

B. Design/Manufacture

1. The stair treads shall be fabricated in a one (1") inch by six (6") rectangular mesh pattern providing unidirectional strength in the tread span direction. There shall be double cross bars every six (6") inches on center.
2. The top layer of reinforcement shall be no more than one eighth (1/8") inch below the top surface of the tread. After molding, no dry glass fibers shall be visible on any surface.
3. The stair tread shall be one and one half (1 1/2") inch thick with a tolerance of plus/minus one sixteenth (1/16") inches.
4. Each face of the stair tread shall have a minimum two (2") solid nosing that will not de-laminate from the rest of the tread.
5. All stair treads shall be manufactured with a grit top surface for slip resistance. The grit may be applied as part of the resin or as part of a secondary coating. In either case, the grit shall not rub off the surface easily.

C Loading

1. A concentrated load of five hundred (500) pounds placed at the centerline of any thirty six (36") inch tread and spread over an area of four (4") inches by six (6") inches shall deflect no more than one quarter (1/4") inch in the vertical direction.
  2. The concentrated load shall be applied to the tread so the load simulates a foot landing on the tread and the placement of the six (6") inch length of the load shall be to the edge of the tread to cover the full width of the solid two (2") inch nosing.
  3. Testing tolerance for the stair tread shall not exceed a value two and one half (2.5%) percent below specified values. Each batch of panels produced shall be tested and those batches that test below the specified tolerance shall be rejected and not delivered to CTA.
- 2.10 Post Production Treatment – All product furnished and delivered in accordance with this specification shall have a secondary, post production UV treatment applied to inhibit the material degradation from sun-light. All products shall be considered to be for installation outside.

### PART 3 - EXECUTION

- 3.01 The Contractor shall only furnish and deliver CTA approved items under the terms of the Contract. All apparent low bidders must submit shop drawings and samples for review and approval in writing by the CTA for each Contract offered.
- 3.02 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.
- 3.03 The time required for reviewing and/or testing each item offered will vary and depended upon applicable procedures.
- 3.04 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(s) approved.
- 3.05 All products shall be furnished and delivered to the CTA Warehouse 48, 313 East 63<sup>rd</sup> Street, Chicago, Illinois 60637. Product must be delivered between 0900 hours and 1330 hours Monday through Friday. Contact the Warehouse no less than forty eight (48) hours in advance to schedule deliveries at 773-684-7676. Failure to contact CTA to schedule delivery may result in refusal to unload. The cost associated with refusal to unload shall be the responsibility of the Contractor alone, CTA accepts no risk for any Contractor's failure to comply with the terms of delivery for the Contract.
- 3.06 All products shall be securely palletized and clearly labeled with CTA item numbers and the CTA Contract number stenciled onto the packaging and on the bill of lading.

Failure to properly label products may slow the receiving process and cause products to not be unloaded.

#### PART 4 - ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

- 4.01 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of the 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: Chief Engineer  
Mgr., Track/Civil Engineering

Initial Specification - 1992  
JH/jh - 11th Revision -06/01/2010

**CHICAGO TRANSIT AUTHORITY**  
**DETAIL SPECIFICATIONS**  
**FOR**  
**EXTERNALLY THREADED FASTENERS: STAINLESS STEEL (INCH SERIES)**  
**SPECIFICATION NO. CTA 303-10**

**1. SCOPE**

1.1 This specification covers the requirements for inch series, stainless steel externally threaded fasteners both standard and prevailing torque which include:

- Socket drive fasteners (set screws, shoulder bolts, socket head cap, etc.)
- Hex head and square head bolts
- High temperature service fasteners
- Machine screws (of various head styles and screw types)
- SEMS
- Tapping screws (of various head styles and screw types)
- Hex head cap screws (finished hex head bolts)
- Studs
- Bent bolts

1.2 The fastener size, length (and thread length where applicable), thread form, thread fit, head style, alloy group/condition (or grade), washer type (for SEMS) and locking element requirements shall be specified in the contract document.

**2. DETAILED REQUIREMENTS**

2.1 The dates indicated for the industry standards (i.e. ASTM, IFI, ANSI/ASME) and the Military standards specified throughout this specification are for reference only, the current edition at the time of Invitation For Bid shall apply.

2.2 Socket Drive fasteners shall meet the requirements outlined in ANSI/ASME B18.3-1998.

2.3 Hex Head and Square Head Bolts, and Hex Head Cap Screws (Finished Hex Head Bolts) shall meet the requirements outlined in ANSI B18.2.1-1996.

2.4 Machine Screws (all head styles) shall meet the requirements outlined in ANSI B18.6.3-1998.

CTA 303-03

- 2.5 Screw and Washer Assemblies (SEMS), all head, thread and washer styles, shall meet the requirements outlined in ANSI/ASME B18.13 -1996.
- 2.6 Studs and bent bolts shall meet the requirements outlined in Industrial Fastener Standards IFI 136-86.
- 2.7 Tapping Screws (all head styles and screw types) - Screws furnished under this category include thread forming, thread cutting, thread rolling and self-tapping. Screws shall be in full compliance with ANSI B18.6.4 -1998, Standard for Screws Tapping and Metallic Drive Thread Forming and Cutting.
- 2.8 Threads for all externally threaded fasteners covered in this specification shall meet the requirements outlined in ANSI B1.1-1989, and shall be either Unified Coarse or Unified Fine with either a 2A or 3A thread tolerance as indicated in the contract document.
- 3. MATERIAL AND MECHANICAL PROPERTIES
  - 3.1 Socket Head Cap Screws shall comply with ASTM F 837-02a.
  - 3.2 Socket Button Head and Socket Flat Head Countersunk Screws shall comply with ASTM F 879-02a.
  - 3.3 Socket Set Screws shall comply with ASTM F 880-02.
  - 3.4 Bolts, Hex Head Cap Screws and Studs shall comply with ASTM F 593-02.
  - 3.5 Externally threaded fasteners used for HIGH TEMPERATURE SERVICE shall comply with ASTM A 193-03.
  - 3.6 Machine Screws (all head styles) shall comply with ASTM A 493-95 (2000).
  - 3.7 Tapping screws (all head styles and screw types) shall comply with ASTM A 276-02a.
  - 3.8 Prevailing Torque type Lock Screw elements, shall comply with Military Specification MIL-F-18240E-89 or Industrial Fastener Standards IFI-124-1996, for screws having a Non-Metallic Self Locking Element. Screws having a Chemical Coating to achieve the required locking performance shall comply with IFI-125-1995. Lock Screws used for High Temperature Service shall comply with Military Specification MIL-F-8961A-

92.

4. MARKINGS

- 4.1 Externally threaded fasteners shall be marked with raised or depressed markings to identify the alloy and mechanical properties as outlined in the applicable ASTM specification, as listed in sections 3.1 thru 3.7.

5. FINISH

- 5.1 Stainless steel externally threaded fasteners shall comply with ASTM F 788 -02, for workmanship and surface discontinuities.
- 5.2 When indicated in the Contract Document, Stainless Steel externally threaded fasteners shall have a zinc coating applied to prevent galling. The zinc coating shall be in accordance with ASTM B 633-98e1, Type I, Class Fe/Zn 5 (except that the minimum final thickness of the zinc coating shall be 0.00015 inch).
- 5.3 Zinc coated Fasteners shall be heat treated for Hydrogen Embrittlement relief in accordance with ASTM B 633.
- 5.4 Passivation Treatments - When indicated in the Contract Document, stainless steel externally threaded fasteners shall be cleaned and descaled per the practices, recommendations, and precautions detailed in ASTM A 380-99e1 and then passivated per ASTM A 967-01e1. The particular passivation treatment used (i.e. Nitric 1, Nitric 2, etc.) shall be per that recommended in Table X1.1 located in ASTM A 967- Appendix.

6. RECORD OF CONFORMANCE

- 6.1 When indicated in the Contract Document, the Contractor shall supply a "Record of Conformance" with each CTA delivery, per Public Law 101-592 of the Fastener Quality Act, as amended by Public Laws 104-113, 105-234 and 106-34.
- 6.1.1 Per Section 3, paragraph 13, of Public Law 101-592, "Record of Conformance" is defined as a record or records designated for each lot of fasteners sold or



offered for sale that contains:

- a) The name and address of the manufacturer
- b) A description of the type of fastener
- c) The lot number
- d) The nominal dimensions of the fastener (including diameter and length of bolts or screws), thread form, and class of fit
- e) The consensus standard or specifications to which the lot of fasteners has been manufactured, including the date, number, revision and other information sufficient to identify the particular consensus standard or specifications being referenced
- f) The chemistry and grade of material
- g) The coating material and characteristics and the applicable consensus standard or specifications for such coating (when applicable)
- h) The results or a summary of results of any tests performed for the purpose of verifying that a lot of fasteners conforms to its grade identification marking or to the grade identification mark

7 ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

- 7.1 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of the 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 - Bus  
                          Mgr., Technical Services - Rail  
                          Mgr., Technical Support

Initial Specification - 7/21/94  
JH/jh - 8th Revision - 03/03/11

**CHICAGO TRANSIT AUTHORITY**  
**DETAIL SPECIFICATION**  
**FOR**  
**PREVAILING-TORQUE NUTS: STAINLESS STEEL, HEXAGON**  
**SPECIFICATION NO. CTA 7164-11**

**1. SCOPE**

- 1.1 This specification covers the requirements for stainless steel hexagon prevailing-torque nuts of various size, style, grade and locking design for use throughout the Chicago Transit Authority system.
- 1.2 The nut size, style, thread form, thread fit, alloy group/condition or grade, and locking design shall be specified in the Contract Document.
- 1.3 The dates indicated for the listed standards are for reference only, the latest revision at the time of Invitation For Bid shall apply.

**2. DETAILED REQUIREMENTS**

- 2.1 Stainless Steel prevailing-torque nuts shall be manufactured from Austenitic or Martensitic stainless steel in accordance with ASTM specification A 194/A194M-98b, for Grade 6 or Grade 8 nuts, or ASTM specification F 594-98 for Alloy Group 1, 2, or 5 nuts as indicated in the Contract Document.
- 2.2 The prevailing-torque non-metallic locking element shall meet the performance requirements specified in Military Specification MIL-F-18240E-89 for nuts to be used in temperatures that do not exceed 250<sup>0</sup>F, or MIL-F8961A-92, Class I or Class II. Class I for nuts to be used in temperatures that do not exceed 450<sup>0</sup>F and Class II for nuts to be used in temperatures that do not exceed 1,200<sup>0</sup>F.
- 2.3 The performance of the stainless steel prevailing-torque nuts furnished under this specification shall be in full compliance with Military Specification MIL-N-25027G-95.
- 2.4 The nuts shall conform to all methods of testing as described in Military Specification MIL-N-25027G-95.
- 2.5 Dimensions of all nuts shall conform to IFI 100/107-93.
- 2.6 Threads shall comply with ANSI standard B1.1-1989 or Military Specification MIL-S-8879C-91, threads shall be either UNC (coarse) or UNF (fine) thread form

having a class 2B tolerance unless 3B is specified in the Contract Document.

3. MARKINGS

- 3.1 Nuts shall be marked with the alloy/mechanical property marking as specified in Table 2 of ASTM specification F 594, or the grade, type and the process of manufacture marking as specified in Table 5 of ASTM specification A 194. Nuts shall also bear the manufacturers identification mark, all other markings require CTA approval.

4. PLATING OR SURFACE TREATMENT

- 4.1 Unless otherwise specified in the Contract Document, stainless steel nuts used for temperatures under 800°F shall be unplated and shall be passivated in accordance with QQ-P-35C-88 or ASTM A 380-99. Staining requirements of QQ-P-35C do not apply to nuts that receive a supplementary coating or lubricant after passivation.
- 4.2 Unless otherwise specified in the Contract Document, the threads of stainless steel nuts used for temperatures 800°F and above shall be silver plated in accordance with AMS 2410G-84. Application of such finish to the exterior surface of the nut may be omitted.

5. DESIGN TYPES

- 5.1 The Contract Document shall indicate which of the following nut designs is required in addition to size, style, thread form, thread fit, alloy group/condition or grade.
- 5.1.1 ALL METAL - One piece construction nuts (Stover) which derive their prevailing-torque characteristics from controlled distortion of the nut thread and /or body.
- 5.1.2 TOP INSERT - Two piece construction nuts which derive their prevailing-torque characteristics from a full ring of non-metallic material retained in the top portion of the nut.
- 5.1.3 METAL WITH NON-METALLIC INSERT - Metal nuts which derive their prevailing-torque characteristics from the addition or fusion of a non-metallic insert, plug, or patch in their threads.

6. FINISH

- 6.1 The nuts covered under this specification shall comply with ASTM specification

CTA 7164-11

F 812/F812M-97 for workmanship and surface discontinuities.

7. DOCUMENTS ON MATERIAL TESTS AND COMPLIANCE

- 7.1 When indicated in the Contract Document, certification verifying the fastener material, mechanical properties and any required post coating treatment and/or testing shall be provided with each order.

Distribution: Mgr. Tech. Services - Bus (1)  
Mgr. Tech. Services - Rail (1)  
Mgr. Tech. Support (1)  
Coord. Quality Insp./Materials (1)

PWH/el - Initial Spec. - 9/19/91  
JH/jh - 6th Revision - 03/03/11

**CHICAGO TRANSIT AUTHORITY**  
**DETAIL SPECIFICATION**  
**FOR**  
**WASHERS: PLAIN AND LOCK (INCH SERIES)**  
**SPECIFICATION NO. CTA 4758-08**

1. SCOPE

- 1.1 This specification covers requirements for inch series plain flat washers, and lock washers, for use in the maintenance and repair of vehicles and equipment throughout the Chicago Transit Authority.

2. GENERAL - The washers included within this specification are as follows.

- 2.1 Plain Flat Washers - Type A & B, or special, made from Carbon Steel, Stainless Steel, Brass, Bronze, or Copper.
- 2.2 Lock Washers - Helical Spring, Toothed (Type A & B - Internal, External & combination internal/external) and Countersunk Toothed (Type A & B), made from Carbon Steel, Stainless Steel, Brass, or Bronze.
- 2.3 This specification DOES NOT cover Hardened Steel Washers.
- 2.4 Washers shall be furnished in the size, type, material, protective coating, and per any special conditions specified in the description of the individual CTA item number listed in the bid proposal pages of the Contract Document, individual release, or the Request For Quotation (RFQ).

3. DETAILED SPECIFICATIONS

- 3.1 All washers shall have a quality finish, free from burrs, loose scale, sharp edges and any other defects that might affect their serviceability or cause injury to the handler.
- 3.2 The latest revision to the standards referenced herein, at the time of Invitation For Bid shall apply.

### 3. DETAILED SPECIFICATIONS (Cont.)

#### 3.3 Plain Flat Washers

##### 3.3.1 Geometry - Plain flat washers shall meet the following geometric requirements

3.3.1.1 Type A plain flat washers shall be in accordance with the dimensions and tolerances shown in Tables 1A (preferred) or 1B (select) of ANSI/ASME B18.22.1 for SAE "N" (narrow) and Standard Plate "W" (wide) washers. Type B plain flat washers shall be in accordance with the dimensions and tolerances shown in Table 2 of ANSI/ASME B18.22.1 for narrow, regular, and wide washers. All plain flat washers shall meet the requirements specified in ASTM F844 for parallelism, flatness and runout.

3.3.1.2 Special plain flat washers shall be in accordance with ANSI/ASME B18.22.1 except the inside diameter, outside diameter and thickness dimensions shall meet those indicated in the contract document or RFQ. Unless otherwise specified in a CTA drawing referenced in the contract document or RFQ, special washers shall meet ASTM F 844 for parallelism, flatness and runout,

##### 3.3.2 Material - Plain flat washers shall meet the following material requirements.

3.3.2.1 Carbon Steel Washers- Carbon steel plain flat washers shall, at the manufacturer's option, be punched from hot-rolled, hot-rolled and pickled, or cold-rolled steel conforming to ASTM A 568. Manufacturer may opt to forge or machine washers from bar stock or tubing made from steel conforming to ASTM A 29 or ASTM A 512.

3.3.2.2 Stainless Steel Washers - Acceptable materials for the manufacture of stainless steel plain flat washers include Austenitic grade UNS No. S3XX00 and Martensitic grade UNS No. S4XX00 stainless steel sheet, strip or plate conforming to ASTM A 167 or ASTM A 176. Manufacturer may opt to forge or machine washers from bar stock or tubing made from stainless steel conforming to ASTM A 276, ASTM A 666, or ASTM A 511.

3.3.2.3 Brass Washers - Acceptable materials for the manufacture of brass flat washers include UNS No. C46X00 Naval Brass per ASTM B 21, UNS No. C27000 Yellow Brass per ASTM B 134, UNS C26000 Cartridge Brass per ASTM B 36, and UNS C35000, Medium-Leaded Brass per ASTM B 121.

3.3.2.4 Bronze Washers - Acceptable materials for the manufacture of bronze plain flat washers include UNS C5XX00 Phosphor Bronze per ASTM B 103 and UNS C65X00, Low-Silicone Bronze per ASTM B 98.

3.3.2.5 Copper Washers - Acceptable material for the manufacture of copper plain flat washers is UNS C11000 Electrolytic Tough Pitch (ETP) per ASTM B 152.

### 3. DETAILED SPECIFICATIONS (Cont.)

#### 3.3 Plain Flat Washers (Cont.)

##### 3.3.3 Mechanical Properties - Plain flat washers shall meet the following mechanical properties requirements.

3.3.3.1 Carbon Steel and Ferrous Washers - Unless otherwise specified in the contract document, or RFQ, carbon steel and non-ferrous plain flat washers are not required to be furnished to mechanical requirements and the hardness may vary in any production lot.

3.3.3.2 Stainless Steel washers - Stainless steel plain flat washers shall meet the mechanical requirements for the given ANSI Type or UNS designation called for in the contract document, or RFQ (e.g.: Type 30X and Type 4XX, or UNS S3XX00 and UNS S4XX00) as specified in ASTM A 167 and ASTM A 176.

#### 3.4 Helical Spring Lock Washers

##### 3.4.1 Geometry - Helical spring lock washers shall meet the following geometric requirements.

3.4.1.1 The cross section of finished helical spring lock washers shall be slightly trapezoidal in shape and shall comply with ANSI/ASME B18.21.1.

##### 3.4.2 Material - Material used in the fabrication of helical spring washers shall meet the following requirements.

3.4.2.1 Carbon steel helical spring lock washers shall be made from carbon steel lock washer wire, heat treated to HRc 45 - 51 and shall meet the limits of decarburization shown in Table 1 of ANSI/ASME B18.21.1.

3.4.2.2 Stainless Steel Helical Spring Washers - Acceptable materials for the manufacture of stainless steel helical spring lock washers include UNS S3XX00 Austenitic grade stainless steel spring wire conforming to ASTM A 313 or ASTM A 580, and UNS S4XX00 Martensitic grade stainless steel wire conforming to ASTM A 580.

3.4.2.3 Bronze Helical Spring Washers - Acceptable materials for the manufacture of bronze helical spring lock washers include UNS C5XX00 Phosphor Bronze conforming to ASTM B 103, and UNS C65X00 Silicon-Bronze conforming to B 96, fabricated and cold worked to a minimum hardness of Rockwell B90 or equivalent.

### 3. DETAILED SPECIFICATIONS (Cont.)

#### 3.5 Toothed Lock Washers

##### 3.5.1 Geometry - Toothed lock washers shall meet the following geometric requirements.

3.5.1.1 Toothed lock washers shall comply with ANSI/ASME B18.21.1, and shall be either Type A or Type B. Common types & construction that can be included in the contract document, or RFQ are internal, external, or a combination internally/externally toothed style, in either flat or conical pattern.

##### 3.5.2 Material - Toothed lock washers shall meet the following material requirements.

3.5.2.1 Carbon Steel Toothed Lock Washers - Carbon steel toothed lock washers shall be made from carbon steel, fabricated and heat treated to HRc 40 to 50 (Rockwell A 70.4 to 75.9 for thin sectioned washers).

3.5.2.2 Stainless Steel Toothed Lock Washers - Acceptable materials for the manufacture of stainless steel toothed lock washers include Austenitic grade UNS No. S3XX00 and Martensitic grade UNS No. S4XX00 stainless steel sheet conforming to ASTM A 666 or ASTM A 895.

3.5.2.3 Bronze Toothed Lock Washers - Acceptable materials for the manufacture of bronze toothed lock washers include UNS C5XX00 Phosphor Bronze conforming to ASTM B 103, and UNS C65X00 Silicon-Bronze conforming to ASTM B 96, fabricated and cold worked to a minimum hardness of Rockwell B90 or equivalent.

### 4. PROTECTIVE COATING

4.1 The following list includes, but is not restricted to, the various protective coatings approved by the CTA, the particular coating and Class (thickness) required shall be specified in the respective CTA Item description located in the bid proposal pages of the contract document or RFQ.

NOTE: The Contractor shall substitute zinc plating for cadmium plating when cadmium is called for in the Contract document.

4.1.1 Zinc Electrodeposited Coating - Per ASTM specification B 633, Type II (with supplementary colored chromate treatment),

4.1.2 Hot Dipped Zinc Coating - Per ASTM A 153, Class C or D.



#### 4. PROTECTIVE COATING (Cont.)

- 4.1.3 Black Oxide Coating - per military standard MIL-DTL-13924D, *Coating, Oxide, Black, for Ferrous Metal*, class 1 with supplementary water displacing preservative coating per MIL-PRF-16173E, grade 3 or MIL-PRF-32033 or comparable material applied to the clean and dry fasteners immediately following the hot dilute chromic acid dip.
- 4.1.4 Passivation Treatments - When indicated in the contract document or RFQ, stainless steel washers shall be cleaned and descaled per the practices, recommendations and precautions detailed in ASTM A 380 and then passivated per ASTM A 967. The particular passivation treatment used (i.e. Nitric 1, Nitric 2, etc.) shall be per that recommended in Table X1.1 located in ASTM A 967-Appendix.
- 4.1.5 Engineering Nickel Electroplating - When nickel electroplating is called for in the CTA item description for non-ferrous washers, the plating shall meet the requirements specified in ASTM B 689.
- 4.1.6 Tin Plating - When tin plating is called for in the CTA item description for non-ferrous washers, the plating shall meet the requirements specified in ASTM B 545.
- 4.1.7 Washers shall meet all dimensional requirements after plating.

#### 5. TESTING AND CERTIFICATION

- 5.1 Lock washers shall comply with requirements listed below inclusive of ANSI/ASME B18.21.1 specification for lock washers.
- 5.2 Helical spring lock washers shall pass the temper and twist tests.
- 5.3 Toothed lock washers shall pass the temper, clamping and twist test.
- 5.4 When requested, certification of manufacture and tests specified within the Federal, Military, ANSI/ASME and ASTM standards referenced in this specification shall be included for each lot shipment.

6. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

- 6.1 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of the Contract Document, or the Commodity Buyer listed on the front page of the Request For Quotation (RFQ). Potential Bidders requiring additional information must route their inquiries through the Procurement Administrator, or Commodity Buyer. Potential Bidders who contact any Authority personnel other than the Procurement Administrator, or Buyer will be considered in violation of the provisions of the Contract Document, or RFQ.

Distribution: Mgr., Technical Services - Bus.  
Mgr., Technical Services-Rail  
Mgr., Technical Support  
Mgr., Track & Structures Engineering.  
Mgr., Track Maintenance

Initial Specification - 08/26/85  
MD/md - 12th Revision - 04/11/08

**PROPOSAL**

**SPECIFICATION NO. CTA 7372-10, 303-10, 7164-11 & 4758-08  
CONTRACT NO. C11OP101056698**

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 furnish and fiberglass-reinforced plastic pultruded products and hardware, F.O.B. destination, as described in these General and Special Conditions and Detail Specification No. CTA 7372-10, 303-10, 7164-11 & 4758-08 at the price shown.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MFG.</u>	<u>PART NO.</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
( 500 )	HANDRAIL POST TUBING- 2-3/8" x 2-3/8" x 3/16" 48" LENGTH: Per CTA Spec. 7372-10.				
		-		\$	per pc. \$
( 205 )	HORIZONTAL HANDRAIL TUBING: 2" x 2" x 20'. Per CTA Spec. 7372-10.				
		-		\$	per pc. \$
( 500 )	HANDRAIL POST STANCHION BASE ASSEMBLIES, <b>CENTER</b> : Per CTA Spec. 7372-10.				
		-		\$	per pc. \$
( 230 )	HANDRAIL SPLICE CONNECTOR, 1-11/16" X 6" LONG: Per CTA Spec. 7372-10.				
		-		\$	per pc. \$
( 1,000 )	1/2" STAINLESS STEEL HEX HEAD BOLTS: 1/2" x 13 x 4-1/4" Per CTA Spec. 303-10.				
		-		\$	per pc. \$
( 2,000 )	1/2" STAINLESS STEEL WASHERS: Per CTA Spec. 4758-08.				
		-		\$	per pc. \$
( 2,000 )	1/2" STAINLESS STEEL NYLOCK NUTS, TOP INSERT: Per CTA Spec. 7164-11.				
		-		\$	per pc. \$

**SPECIFICATION NO. CTA 7372-10, 303-07, 7164-06 & 4758-08**  
**CONTRACT NO. C11OP101056698**

TOTAL EXTENDED PRICE \$ \_\_\_\_\_

TERMS:            DISCOUNT: \_\_\_\_\_% \_\_\_\_\_, \_\_\_\_\_ DAYS

### 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**

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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)

<small>BIDDER MUST INSERT ADDENDA NUMBERS HERE — IF ANY</small>
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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)

<p><b>BY:</b> _____</p> <p style="text-align: center;"><b>SIGNATURE OF AUTHORIZED OFFICER*</b></p> <p>Title of Signatory: _____ (Print or Type)</p> <p><small>*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.</small></p>
---

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)

<small>BIDDER MUST INSERT ADDENDA NUMBERS HERE — IF ANY</small>
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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.

<b>Signature of Bidder:</b>	_____
	<small>(Signature of Bidder)</small>
<b>Name of Bidder:</b>	_____
	<small>(Print or Type)</small>
<b>Business Address:</b>	_____
	<small>(Print or Type Street Address)</small>
	_____
	<small>(Print or Type City, State and Zip Code)</small>

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and Sworn to before me on:

\_\_\_\_\_

by \_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
(Signature of Notary Public)

(NOTARIAL SEAL)

**PROPOSAL (continued)**  
**TO BE EXECUTED BY PARTNERSHIP OR JOINT VENTURE**

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

<small>BIDDER MUST INSERT ADDENDA NUMBERS HERE — IF ANY</small>
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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.*

_____	<small>(Partner)</small>
_____	<small>(Partner)</small>
_____	<small>(Partner)</small>
_____	<small>(Partner)</small>
_____	<small>(Partner)</small>

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and Sworn to before me on:

by \_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
(Signature of Notary Public)

(NOTARIAL SEAL)

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

## DISCLOSURE OF OWNERSHIP

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

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

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

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

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

TYPED OR PRINTED NAME

% INTEREST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

TYPED OR PRINTED NAME

% INTEREST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

TYPED OR PRINTED NAME

% INTEREST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DISCLOSURE — TO BE COMPLETED BY ALL BIDDERS

**PROPOSAL (continued)**

**ACCEPTANCE**

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

**Contract Number**

**Total Amount of Contract**     \$

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2011, at Chicago, Illinois

\_\_\_\_\_  
Vice President, Purchasing

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Attorney

