CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake Street, Chicago, IL, 60661-1498, no later than 11:00 a.m. on Friday, March 16, 2012 at which time all such bids will be opened publicly and read aloud:

Req No: B12OP02074, Spec. No. CTA 1461-11 & 6142-11
Aerosol electrical component cleaner/degreaser to be released as required for (36) months.

PROPOSAL GUARANTEE: NONE

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

Req No: B11OP03333, Spec. No. CTA 4576-11
Resistors, rheostats and associated parts for (36) months.
PROPOSAL GUARANTEE: NONE

➔ Req No: B11OP03646, Spec. No. CTA 158-12; 9225-11; 6902-11 with related artwork.
Miscellaneous rail car decals for (36) months.
PROPOSAL GUARANTEE: NONE

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

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 - 2nd Floor, 567 W. Lake Street, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President, Purchasing & Warehousing

February 24, 2012

PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:

MISCELLANEOUS RAIL CAR DECALS FOR 36 MONTHS.

REQUISITION NO.: B11OP03646

SPECIFICATION NO.: CTA 158-12; 9225-11 6902-11

Artwork: Artwork for all lot numbers is included after the specification pages

PROJECT NO.: None

INSURANCE REQUIRED: None

BID DEPOSIT AMOUNT: None

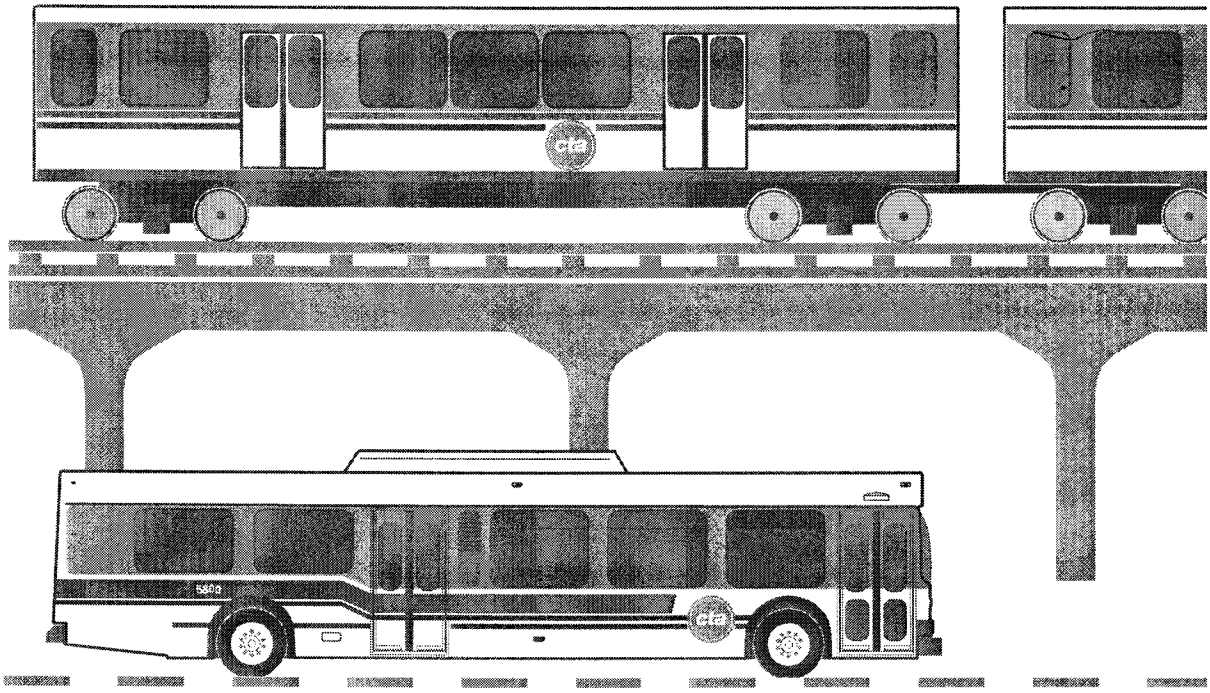
INFORMATION:
Procurement Administrator: Parker W. Hand
Phone Number: 312-681-2470 **E-Mail: phand@transitchicago.com**

BID PACKAGES TO BE RETURNED TO:

By Mail, In Person Drop-off or Delivery Service

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

All Signatures to be sworn before a Notary Public



ISSUED BY
Purchasing Department, Chicago Transit Authority
567 W. Lake Street, Chicago IL 60661-1498
Marina Popovic, Vice President, Purchasing & Warehousing
Forrest Claypool, President
Terry Peterson, Chairman

READ THIS PAGE BEFORE FILLING OUT BID PACKAGE

DOCUMENT PREPARATION
for Materials & Supplies

One (1) complete bid package is included. **One (1) complete copy** of this bid package is to be returned in a sealed envelope with the following on the cover: Bidder's name, Address, Title of the procurement including Requisition Number, and Advertised date and hour designated for the bid opening as shown on the advertisement. Returned copy must contain **original signatures**. CTA recommends that you make and retain one copy for your records.

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*".
- **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 Untied States and shall be made payable to the order of the Chicago Transit Authority.

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

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

4. PREPARATION OF 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 – 2nd Floor, 567 W. Lake Street, Chicago, Illinois 60661-1498; 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
2. Special Conditions
3. Plans and Drawings, if any
4. Detailed Specifications
5. Standard Requirements of State and Federal Government, if any
6. Bid and Signature and Acceptance forms
7. Advertisement for Bids
8. Instructions to Bidders
9. Bond, if required
10. Insurance, if required

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

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

19. NOTICE:

All communications and notices provided herein shall be in writing, delivered personally or by mail, to the name and address of the accepted bidder as provided on the signature page of the bid hereof, or to the Chicago Transit Authority. Attention, Purchasing Agent. 567 W. Lake Street, Chicago, IL 60661-1498.

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. INDEMNIFICATON:

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 WARRANTEES:

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

6. DELIVERY:

All materials shipped to the Chicago Transit Authority must be shipped F.O.B. 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, Accounts Payable, 567 W. Lake Street, Chicago, IL 60661-1498. 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: B11OP03646

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: 0%

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 $22.41 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 DBE-General Manager, Diversity Department, 567 W. Lake Street, Chicago, IL 60661-1465**.

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.

D. 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 proposer 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 proposer'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 http://www.federalreserve.gov/releases/mob/current/default.htm.

DBE Assistance Agencies

The following agencies are available to prospective bidders for assistance.

Alliance of Business Leaders & Entrepreneurs (ABLE) 150 N. Michigan Ave., Suite 2800 Chicago, IL 60601 Contact: Donna Gaines Phone: (312) 624-7733 Fax: (312) 275-7841 Email: dgaines@ablechicago.com Website: www.ablechicago.com **Services** • Business Development	**Black Contractor United (BCU)** 400 W. 76th St., Suite 200 Chicago, IL 60620 Contact: Belinda Henderson Phone: (773) 483-4000 Fax: (773) 483-4150 Email: belinda_bcu@att.net Website: www.blackcontractorsunited.com **Services** • Business Development
Chatham Business Association (CBA) 8441 S. Cottage Grove Ave. Chicago, IL 60619 Contact: Melinda Kelly Phone: (773) 994-5006 Fax: (773) 994-9871 Email: melkelcba@sbcglobal.net Website: www.cbaworks.org **Services** • Business Development • Certification Assistance • Technical Assistance	**Chicago Minority Business Development Council, Inc. (CMBDC)** 105 W. Adams Chicago, IL 60603 Contact: Shelia C. Hill Morgan Phone: (312) 755-8880 Fax: (312) 755-8890 Email: shillmorgan@chicagomsdc.org Website: www.cmbdc.org **Services** • Business Development • Certification Assistance • Technical Assistance
Chicago Urban League (CUL) 4510 S. Michigan Ave. Chicago, IL 60653 Contact: Kenya Spann Phone: (773) 285-5800 Fax: (773) 285-7772 Email: kspann@thechicagourbanleague.org Website: www.thechicagourbanleague.org **Services** • Business Development	**Federation of Women Contractors (FWC)** 5650 S. Archer Ave. Chicago, IL 60638 Contact: Joan Anderse Phone: (312) 360-1122 Fax: (312) 360-0239 Email: joan@andersenpump.com Website: www.fwcchicago.com **Services** • Business Development
Hispanic-American Construction Industry Association (HACIA) 901 West Jackson Blvd., Suite 205 Chicago, IL 60607 Contact: Jorge Perez Phone: (312) 666-5910 ext. 22 Fax: (312) 666-5692 Email: jperez@haciaworks.org Website: www.haciaworks.org **Services** • Business Development • Certification Assistance • Technical Assistance	**Illinois Hispanic Chamber of Commerce (IHCC)** 855 W. Adams, Suite 100 Chicago, IL 60607 Contact: Omar Duque Phone: (312) 425-9500 Fax: (312) 425-9510 Email: oduque@hccbusiness.net Website: www.ihccbusiness.net **Services** • Business Development • Certification Assistance • Technical Assistance

DBE Assistance Agencies (Continued)

Philippine American Chamber of Commerce of Greater Chicago (PACCGC) 3413 N. Milwaukee Ave. Chicago, IL 60641 Contact: James Villar Phone: (773) 545-4330 Fax: (773) 545-4373 Email: jamesvillar@paccgc.org Website: www.paccgc.org **Services** • Business Development • Certification Assistance • Technical Assistance	**Women's Business Development Center (WBDC)** 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Contact: Danae Kovac Phone: (312) 853-3477 Fax: (312) 853-0145 Email: dkovac@wbdc.org Website: www.wbdc.org **Services** • Business Development • Certification Assistance • Technical Assistance

Project information and current DBE directory of certified local and out-of-state companies are available.

Chicago Transit Authority **Project Information** c/o Marina Popovic Purchasing Department 567 W. Lake St. Chicago, IL 60661-1498 Phone: (312) 681-2400 Fax: (312) 681-2405 E-mail: mpopovic@transitchicago.com	Chicago Transit Authority **DBE Directory** c/o Gloria M. Camarena Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1498 Phone: (312) 681-2600 Fax: (312) 681-2605 E-mail: gcamarena@transitchicago.com

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:

_____

_____

_____

_____

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:
2. Major purchases:
3. Estimating:
4. Engineering:

IX. Financial Controls of Joint Venture:

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

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

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

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

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

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

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

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

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

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

Any 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

Schedule C:
LETTER OF INTENT FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

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

Name of Project/Contract: _____

Requisition No.:_____

Job Order No.: _____

From: _____
(Name of DBE Firm)

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

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

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

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

Sub (or Grand) Total: $_____

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

Schedule C:
LETTER OF INTENT FROM DBE

Sub-Contracting Levels

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

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

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

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

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:

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

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

Schedule D:
AFFIDAVIT OF PRIME CONTRACTOR

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

NAME OF PRIME BIDDER

BIDDERS LIST

BID NO. _____

DATE: _____

JOB ORDER NO. _____ **BID DUE DATE:** _____

BUS. PHONE NO. _____ **ADDRESS:** _____

CITY: _____ **STATE:** _____

CONTACT PERSON: _____

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

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

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

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

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

1. **Seismic Safety Requirements** – The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

2. **Recycled Products** – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

3. **No Obligation by the Federal Government** – The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party pertaining to any matter resulting from the underlying contract.

4. **Privacy Act** – The following requirements apply to a Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.

   A) The Contractor agrees to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC subsection 552a. The Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

   B) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with FTA funding.

5. **Access to Records and Reports** – The following access to records requirement apply to this Contract.

   A) The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any other authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examination, excerpts and transcriptions. Contractor also agrees, pursuant to 49C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives access to Contractor's records and construction sites pertaining to a major capital project, defined at 49U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49U.S.C. 5307, 5309, or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $100,000.

   B) For any contract for a capital project or improvement entered into which was not the result of competitive bidding, the Contractor shall make available records related to the Contract to the Authority, the FTA and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

   C) The Contractor agrees to permit the authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.

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

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

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

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

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

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

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 Untied 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 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.

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

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

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

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

B. Definitions for purposes of this section -

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

C. Submission of Protest

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. *"Types of Protests and Timing"* 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.

Protest should be submitted to:

General Manager Purchasing
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1498

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 protest by interested parties:

1. Protest 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 that 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 subsection 2. *"Decisions by Authority"* of this section, be in accordance with the following provisions:

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

b. Protests regarding bid evaluation

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

c. Protests after award

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

2. **Decisions by Authority**

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

a. where the item to be procured is urgently required;

b. where the Authority determines that the protest was vexatious or frivolous; and

c. where delivery or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly.

After review of a bid protest submitted under this section, the Authority will issue a written decision of 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 protest 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 protest 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

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 protestor must exhaust all administrative remedies with the CTA before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

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ELECTRONIC FUND TRANSFER

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

INSURANCE

None required

PERFORMANCE / PAYMENT BOND

No bond required

ESTIMATED EXPENDITURES

Based upon anticipated expenditures, CTA expects an estimated expenditure of approximately $80,000.00 during the 36 months period under this Contract. This figure is furnished for your information only and in no way represents a commitment from CTA to purchase this dollar value of parts or service.

CONTRACT DURATION

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

DELIVERY

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

DELIVERY : RELEASE NOTICE

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

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

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BASIS OF AWARD

Award shall be made to the lowest responsive and responsible bidder. Bids will be evaluated by the unit prices per item quoted on the Proposal Sheet, including any escalation. CTA reserves the right to award a single contract for all line items on Price Proposal Pages P-2 to P-12, a single contract for any combination of line items, or separate contracts for individual line items.

PROPOSAL PREPARATION

Bidder shall state the following on Proposal Pages P-1 and P-2 to P-12:

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

PACKAGING

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

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

CTA's count shall be final and conclusive as to any container of shipment not containing a packing slip. Unless otherwise approved in this Contract, shipments shall be made on a commercial Bill of Lading.
An original and three copies of Bill of Lading or equivalent, receipted by the carrier, shall be furnished by Contractor to CTA at times of shipment.

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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 7 calendar days after the Contractor has received payment from CTA. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment within 7 calendar days of the date that the Contractor has received payment from CTA.

B) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than 14 calendar days after the Subcontractor has, in the opinion of the Chief Infrastructure Officer, 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 14 calendar days of the date that the Subcontractor has, in the opinion of the Chief Infrastructure Officer, 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) CTA 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 CTA of lien waivers, canceled checks (if requested), 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 CTA) 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 CTA, except for the first payment request, on every contract with CTA.

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.

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REQUEST FOR INFORMATION, TESTING OR APPROVAL OF PRODUCT (S)

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

TERMINATION FOR CONVENIENCE

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

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

CTA ETHICS ORDINANCE

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

WARRANTY

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

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INVENTORY REQUIREMENT

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

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

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

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

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

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

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

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ESCALATION

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

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

WARRANTY CLAIMS

In the event that a vendor fails to pay approved or partially approved warranty claims within 60 days of submission, the CTA 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 with10 days to cure the default. If the vendor fails to cure the default, the CTA may, at its discretion, deduct the CTA'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 CTA may seek additional remedies. All remedies shall be inclusive of applicable interest payments.

SINGLE BID RESPONSE

If only one (1) bid is received in response to the invitation for bids, cost or price analysis and evaluation and/or audit shall be performed of the single bidder's cost breakdown in order to determine if pricing is fair and reasonable.

ACCOUNTING SERVICES

The Contract issued to the successful Bidder will state the total expenditure authorization on the signed acceptance page. Contractor shall notify the CTA in writing when ninety (90) percent of the total authorization has been expended. Contractor shall not accept any requests for services in excess of the total Contract expenditure authorization unless authorized in writing by the General Manager, Purchasing. Contractor shall be liable for any costs incurred as a result of his failure to either notify the CTA or accept requests not authorized by the General Manager, Purchasing.

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COMPLIANCE WITH LAWS, REGULATIONS AND CODES

If any part of this Specification shall be, at date of issue or shall later become, in nonconformity with current or future City, County, State or Federal Laws and/or Codes or Regulations, because of material or requirements specified therein, CTA shall have the right to negotiate for and accept or reject substitute materials and/or requirements.

ACCESS TO RECORDS AND REPORTS

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

PAYMENT

The Contractor shall submit an invoice for each release of acceptable and approved material delivered. Invoices will be paid subsequent to formal acceptance of material by CTA. Original invoices shall be forwarded to CTA Accounts Payable Department, 567 W. Lake Street, Chicago, IL. 60661-1498. Payments will be made in Net 30 days after final acceptance of material or receipt of Contractor's invoice by CTA or in accordance with the terms of Contractor's invoice whichever is most favorable to the Authority. Payment date(s) shall be calculated from receipt of invoice or final acceptance of goods, whichever is later.

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

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATIONS
FOR
PRESSURE SENSITIVE VINYL DECALS

SPECIFICATION NO. CTA 158-12

1. SCOPE

1.1 This specification covers the requirements for pressure sensitive vinyl decals used on interior and exterior surfaces of the Chicago Transit Authority's revenue vehicles, equipment, and other applications throughout the CTA.

2. INDEX

Section 3:	General Information _____	Page D-1
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Section 10:	Warranties and Certifications of Compliance __	Page D-12
Section 11:	Additional Information _____	Page D-12

3. GENERAL INFORMATION

3.1 This specification DOES NOT cover paper, photoluminescent, or reflective decals. Refer to the latest version of following specifications for these decals.

- 5379 or 7434 - Paper decals and stickers
- 9225 - Photoluminescent decals
- 3645, 6902, or 7979 - Reflective vehicle striping, decals, and transitchicago.com decals

3.2 Required decals shall be listed in the Bid Proposal pages of the Contract Document or the Requisition For Quote, with a description, graphic design number, CTA item number, CTA classification, size, colors, and any other applicable information.

3.3 CTA shall supply all artwork. Awardee of contract, or purchase order, MUST use CTA's electronic format artwork. See Section 8 -Samples, for further details regarding CTA provided artwork.

3.4 The dates and revisions indicated for the industry standards called out throughout this specification are for reference only, the current revision at the time of invitation for bid shall apply.

4. DECAL CLASSIFICATION

4.1 Classification - The following defines the CTA Classes indicated in the descriptions for service requirements. Refer to Section 7 for required performance and testing.

4.1.1 Class A - Exterior 5-Year - Decals intended for use on exterior surfaces of vehicles or equipment for a minimum of five (5) years.

4.1.2 Class B - Exterior 3-Year - Decals intended for use on exterior surfaces of vehicles or equipment for three (3) years.

4.1.3 Class C - Interior 5-year - Decals intended for use on interior surfaces of vehicles or equipment for a minimum of five (5) years.

4.1.4 Class D - Promotional 6 Months to One (1) year - Class D decals shall be removable for up to 2 years, with little or no adhesive residue, from most surfaces without the aid of accessories or chemical strippers.

5. DETAILED REQUIREMENTS

5.1 Decals shall be fabricated from a pressure sensitive adhesive-backed high tensile strength, opaque vinyl film. Pressure sensitive decals shall not be merely a film constructed of inks and lacquers with an adhesive backing.

5.2 The thickness of the film used in the fabrication of the decals shall be 0.003" to 0.005" (0.0762mm to 0.127mm). Multi layered decals shall be 0.007" to 0.011" (0.1778 mm to 0.2794mm) (including Mylar separator). These thicknesses DO NOT include the adhesive, liner (backing paper release), clear protective coating or overlaminate film, or transfer tape (when required).

5.3 Decal materials shall be as specified in the CTA Item description(s) for the given decal(s), when the material is not specifically defined in the description, it shall be entirely suitable for the CTA Class and mounting surface(s) indicated in the description.

5.4 All lines and color overlap shall be clean and sharp, and the decals shall be free from blisters, cracks, foreign matter and other imperfections.

5.5 Liner (Backing Paper Release) - One (1) year after manufacture decals furnished shall release from their liners with equal ease as the newly manufactured products.

5.5.1 All pressure sensitive decals shall have at least one score in the backing paper for easy removal and application of the decal.

5. DETAILED REQUIREMENTS (Cont.)

5.6 Transfer Tape - When specified in the CTA Item description(s) for the given decal(s) a transfer tape shall be applied to the face of the decal. The decals shall be centered within the transfer tape width and length. The ends of the applied transfer tape and decal shall be trimmed flush to each other to produce ninety degree (90°) plus or minus two degrees (2°) corners to facilitate installation once the liner is peeled away.

5.7 The following tests and requirements are for finished decals, which shall include the vinyl film with adhesive, all printing, and the clear protective coating or overlaminate film.

5.7.1 Weather Resistance - Decals shall meet the weather resistance requirements specified in Section 7, paragraph 7.2.

5.7.2 Adhesion - Decals shall meet the adhesion performance requirements specified in Section 7, paragraph 7.3.1, 7.3.2 and 7.3.3.

5.7.3 Gasoline Resistance - Decals shall meet the gasoline resistance requirements specified in Section 7, paragraph 7.4.

5.7.4 Water Resistance - Decals shall meet the water resistance requirements specified in Section 7, paragraph 7.5.

5.7.5 Tensile Strength - Decals shall meet the tensile strength requirements specified in Section 7, paragraph 7.6.

5.7.6 Color - The face colors of the decal shall be either inherent in the pigmented elastomeric film or screen printed on the surface and shall be of the permanent type.

5.7.6.1 Color Standards - All colors shall match master color panels available from CTA, unless otherwise specified. Reference shall be made to the Pantone Matching System (PMS) or other systems for colors other than master colors. Supplier shall be responsible for obtaining the PMS or other systems used as a reference.

5.7.7 Opacity - Decals shall meet the opacity requirements specified in Section 7, paragraph 7.7.

5.7.8 Salt Spray Resistance - Decals shall meet the salt spray resistance requirements specified in Section 7, paragraph 7.8.

5.7.9 Flexibility - Decals shall withstand being bent 180 degrees around a 1/4 inch diameter rod without cracking, loss of adhesion, or other defects.

5. DETAILED REQUIREMENTS (Cont.)

5.8 Application Instructions - Complete instructions for the proper application of the decal specified shall be printed on the backing paper side of the decals. The instructions shall include in bold letters the name of the manufacturer and date (month and year) the decal was produced. The instructions shall include recommended surface preparation, any restrictions as to application procedure and conditions, CTA item number and supplier order number. In addition, horizontal and vertical guidelines shall be printed to assist alignment and spacing of the decals, where applicable.

5.9 Exception to paragraph 5.8. When the size of a decal makes it impractical to print instructions for application on the back of the decal, the Contractor shall insert separate instruction sheets in each package of decals.

5.10 Protective Coating - After completion of printing process, decals shall have a protective coating applied. The particular coating or overlaminate used shall be based on the printing process and the required Class of decal to be furnished. The protective coating method used shall be compatible with the film and ink used in the manufacture of the decal, and shall be applied per the manufacturer's instructions.

6.1 TEST PANEL MATERIALS

6.1 Test Panels - Tests described in Section 7 shall be performed on one or more of the following test panels. The thickness, height and width of test panels shall be at the discretion of the Contractor or as recommended in the ASTM test procedures called for. Unless otherwise specified, the particular test panels to be used shall depend on the surfaces that the decal will be applied to in normal service. The application surface(s) shall be indicated in the individual CTA item description.

6.1.1 Panel Materials & Finish

6.1.1.1 Blank AISI Type 301, 302 or 304 smooth stainless steel per ASTM A 666.

6.1.1.2 Blank balanced satin finished melamine panel equal to Formica White Optix # 75119 or Pionite Beige # ST617.

6.1.1.3 Blank fiberglass reinforced plastic panel with a smooth gel coat finish.

6.1.1.4 Blank clear safety glass panel, either laminated or tempered. Laminated glass shall have a grey inner layer membrane no less than 0.030" thickness, and equal in performance to polyvinyl butryal. Light transmission of laminated glass shall be minimal 40 percent for opacity test.

6.1 TEST PANEL MATERIALS (Cont.)

6.1.1 Panel Materials & Finish (Cont.)

6.1.1.5 Blank smooth aluminum panel fabricated from either 6061-T6 or 5052-H38 aluminum alloy sheet that complies with ASTM B 209, and prepared for painting per ASTM D 1730. Testing shall be performed on aluminum panels having the following finishes.

6.1.1.5.1 Chemical conversion coating per the practices described in ASTM D1730, for Type B, Method 7, chemical treatment preparation of aluminum and aluminum alloy surfaces.

6.1.1.5.2 Chemical conversion coating described in 6.1.1.5.1 and painted with alkyd enamel, such as DuPont's Dulux automotive enamel, sprayed over a suitable primer and baked at 250°F for one (1) hour.

6.1.1.5.3 Chemical conversion coating described in 6.1.1.5.1 and painted with urea formaldehyde enamel, such as Glidden's No. 4067 white baking enamel, sprayed over a suitable primer and baked at 250°F for one (1) hour.

6.1.1.6 Blank smooth carbon steel panel fabricated from AISI 1010-1020 sheet that complies with ASTM A 568, and prepared for painting per ASTM D 609. Testing shall be performed on steel panels having the following finishes.

6.1.1.6.1 Alkyd enamel, such as DuPont's Dulux automotive enamel, sprayed over a suitable primer and baked at 250°F for one (1) hour.

6.1.1.6.2 Urea formaldehyde enamel, such as Glidden's No. 4067 white baking enamel, sprayed over a suitable primer and baked at 250°F for one (1) hour.

7. TESTS AND PERFORMANCE

7.1 A minimum of one (1) each of the following panels shall be used for the tests specified in this section. Refer to Section 6 for material and surface coating requirements.

- Stainless steel panel
- Aluminum panel with conversion coating
- Aluminum panel painted with alkyd enamel
- Aluminum panel painted with urea formaldehyde enamel
- Steel panel painted with alkyd enamel
- Steel panel painted with urea formaldehyde enamel
- Laminated glass panel
- Fiberglass panel with smooth gel coat finish

7. TESTS AND PERFORMANCE (Cont.)

7.2 Weathering Test - The decals shall be properly applied to the test panels listed in 7.1 and subjected to the following weathering tests. The weathering quality of the decals shall be such that they show no appreciable deterioration such as cracking, checking, blistering, delamination (peeling), or loss of adhesion upon completion of the following exposure tests. A slight amount of color fading and chalking is permissible.

Class A Decals

a. Mounted at 45 degrees for two (2) years in a south facing open backed exposure, and conducted in accordance with ASTM G 7 in a tropical summer rain climate (e.g. Miami, FL) and a hot desert climate (e.g. Phoenix, AZ).

b. Alternate requirements to exposure "a".

- Solar concentrating exposure conducted in accordance with ASTM D 5105 until the total solar UV radiant exposure (295-385 nm) achieved is 620 MJ/m^2.

- Mounted vertical for five (5) years in a south facing open backed exposure conducted in accordance with ASTM G 7 in Chicago.

c. Five (5) years of successful exterior field use specified or approved by the Chicago Transit Authority.

d. An acceptable weathering test that can be used for preliminary acceptance only until the outdoor exposures specified in "a" and "b" become available is as follows:

- A laboratory accelerated test of 2,000 hours exposure to a xenon-arc in accordance with ASTM G 155, Cycle 1.

7. TESTS AND PERFORMANCE (Cont.)

7.2 Weathering Tests (Cont.)

Class B Decals

a. Mounted at 45 degrees for one (1) year in a south facing open backed exposure, and conducted in accordance with ASTM G 7 in a tropical summer rain climate (e.g. Miami, FL) and a hot desert climate (e.g. Phoenix, AZ).

b. Alternate requirements to exposure "a"

- Solar concentrating exposure conducted in accordance with ASTM D 5105 until the total solar UV radiant exposure (295-385 nm) achieved is 310 MJ/m^2.

- Mounted vertical for three (3) years in a south facing open backed exposure conducted in accordance with ASTM G 7 in Chicago.

c. Three (3) years of successful exterior field use specified or approved by the Chicago Transit Authority.

d. An acceptable weathering test that can be used for preliminary acceptance only until the outdoor exposures specified in "a" and "b" become available is as follows:

- A laboratory accelerated test of 1,000 hours exposure to a xenon-arc in accordance with ASTM G 155, Cycle 1.

Class C Decals

a. Two (2) years behind glass exposure conducted in accordance with ASTM G 24, Method A, with a test fixture oriented at 45 degrees and facing the equator in a tropical summer rain climate (e.g. Miami, FL) and a hot desert climate (e.g. Phoenix, AZ).

b. Three (3) years of successful interior field use specified or approved by the Chicago Transit Authority.

c. An acceptable weathering test that can be used for preliminary acceptance only until the outdoor exposures specified in "a" and "b" become available is as follows:

- A laboratory accelerated test of 1,000 hours exposure to a xenon-arc in accordance with ASTM G 155, Cycle 1, or 2,000 hours exposure to a xenon-arc in accordance with ASTM G 155, Cycle 5.

7. TESTS AND PERFORMANCE (Cont.)

7.2 Weathering Tests (Cont.)

Class D Decals

a. Mounted at 45 degrees for six (6) months in a south facing open backed exposure, and conducted in accordance with ASTM G 7 in a tropical summer rain climate (e.g. Miami, FL) and a hot desert climate (e.g. Phoenix, AZ).

b. Alternate requirements to exposure "a"

- Mounted vertical for one (1) year in a south facing open backed exposure conducted in accordance with ASTM G 7 in Chicago.

c. One (1) year of successful exterior field use specified or approved by the Chicago Transit Authority.

d. An acceptable weathering test that can be used for preliminary acceptance only until the outdoor exposures specified in "a" and "b" become available is as follows:

- A laboratory accelerated test of 500 hours exposure to a xenon-arc in accordance with ASTM G 155, Cycle 1.

7.2.1 NOTE: If results from the outdoor exposure tests specified in "a" or "b" (or interior field tests in the case of Class C decals) show that the material fails minimum requirements, the material shall be disqualified even if the results from the xenon-arc test specified in "d" (or "c" in the case of Class C decals) are acceptable.

7.3 Adhesion Performance - Decal adhesion performance shall be tested per the following tests and meet the performance requirements specified.

7.3.1 Adhesion Peel Test (180°) - This test shall be conducted in accordance with ASTM D 3330 - Method A (Single-Coated Tapes), using both a painted aluminum test panel, prepared per Section 6, and a stainless steel test panel, prepared per ASTM D 3330. The results shall be as follows.

- The Class A, B, and C decals -Decals shall exhibit a minimum adhesion value of 50 oz./in. (width) one hour after application to the panels.

- Class D decals - Decals shall exhibit a minimum value of 15 oz./in. (width) one hour after application to the panels.

7. TESTS AND PERFORMANCE (Cont.)

7.3 Adhesion Performance (Cont.)

7.3.2 Adhesion Scratch Tests - Twenty-four (24) hours after application, the decal shall be measured for adhesion per ASTM D 3359, Test Method B, using tape over lattice pattern cuts. The test results shall meet classification 4B as a minimum. This test is to be conducted on all of the test panel surfaces described in Section 6.

7.3.3 Adhesion Tape Pull-Off Test - Twenty-four (24) hours after application to a painted aluminum or steel test panel prepared per Section 6. It must not be possible to remove the decal or parts of it after pressing a piece of one inch (1") masking tape that meets Type II properties per ASTM D 6123, onto the decal and subsequently jerking it off with a rapid pulling motion. The tape should come off clean.

7.4 Gasoline Resistance - This test shall be performed using a printed decal having a protective overcoat or overlaminate applied to an aluminum test panel prepared with a white baking enamel equal to Glidden's No. 4067, as specified in paragraphs 6.1.1.5. Forty-eight (48) hours after the decal has been applied, the test sample shall be half immersed in gasoline for twenty-four (24) hours. Six (6) hours after its removal from the gasoline, there shall be virtually no difference between the immersed and the non-immersed portion of the decal.

7.5 Water Resistance - This test shall be performed using a printed decal having a protective overcoat or overlaminate applied to any one of the test panels prepared per Section 6. Twenty-four (24) hours after application of the decal to the panel, the test sample(s) shall be immersed to half their width in tap water for 24 hours. The test sample(s) when removed shall show no peeling, blistering or appreciable whitening and only a very slight change in gloss 5 minutes after removal. Three (3) hours after removal, the decal on the portion that was immersed shall be equal in hardness, toughness, gloss and anchorage to the portion that was not immersed.

7.6 Tensile Strength -The tensile strength of the decals shall be a minimum 5 pounds/inch when measured at 73°F per the procedures specified in ASTM D3759.

7.7 Opacity - Unless otherwise specified in the Contract Document or Requisition for Bid, all pressure sensitive decals when applied shall have a minimum of 99 percent Visual Contrast Ratio when tested against the black printed legend and white surface of a Morest Form 03 Hiding Power Chart or black and white areas of a Leneta 2A or 2C opacity chart.

7.8 Salt Resistance - Decals when subjected to a salt spray (fog) per the practices specified in ASTM B117 shall show no signs of corrosion or staining.

7. TESTS AND PERFORMANCE (Cont.)

7.9 Failure to meet the performance requirements specified shall be sufficient cause for rejection. Upon request Contractor shall supply test results that decals meet the performance requirements when exposed to the tests listed.

8. SAMPLES

8.1 Pre-Production Sample - Upon award, Contractor or Vendor will receive individual artwork to be used to fabricate decals to be furnished. The artwork will be furnished in Adobe® Illustrator® electronic format (EPS file).

8.1.1 Before any production runs are made, the Contractor, or Vendor, shall verify accurate receipt of each digital artwork received by returning a paper proof copy of each to the Signage & Wayfinding department, located at 567 W. Lake Street, Chicago IL. 60661, telephone 312.681.3667. The paper proof does NOT have to be in color.

8.1.2 Failure of Contractor or Vendor to submit a paper proof copy for each artwork received before production begins shall be sufficient cause for rejection of furnished decals.

8.1.3 Upon approval of paper proof, Contractor or Vendor shall produce and submit, at no cost to the CTA, three (3) samples of the finished production decals for evaluation with respect to size, color, artwork, and material compliance.

8.1.3.1 Submitted pre-production samples will be kept on CTA file and shall NOT be included in the invoice against the contract order. Contractor or Vendor shall include the cost of the pre-production samples in their bid proposal pricing.

8.1.4 Contractor, or Vendor shall forward the pre-production samples to the Signage & Wayfinding Department. The Contractor shall not begin production until the pre-production samples have been approved by all respective parties.

8.1.4.1 The CTA's Signage and Wayfinding Department will be the final judge of decal compliance as a whole (i.e.: artwork, color, and materials) for decals used in applications other than revenue vehicle service, and for artwork and color compliance for revenue vehicle service decals.

8.1.4.2 The CTA's Manager of Rail Technical Services and CTA's Manager of Bus Technical Services will be the final judge of decal material compliance, for decals used on their respective vehicles.

8.1.5 Failure to comply with these requirements shall be sufficient cause for rejection of furnished decals.

8. SAMPLES (Cont.)

8.2 Approval of pre-production sample DOES NOT relieve the Contractor from providing the same quality for each and every decal ordered from the contract under the guidelines of this specification.

8.4 PAPER PROOF & SAMPLE DELIVERY - All pre-production paper proof copies and pre-production samples delivered to the CTA, must be signed for by a CTA employee or the Security Guard at the point of delivery. Signature shall include delivery time and date.

8.4.1 It shall be the Contractor's or Vendor's responsibility to obtain a signed receipt for delivery of proofs and samples. CTA's Signage & Wayfinding Department will not be responsible for delays in sample and proof approval if the Contractor or Vendor fails to comply with 8.4.

8.4.2 When proofs and samples are not delivered directly to a member of the Signage & Wayfinding Department, the Contractor or Vendor must notify the Procurement Administrator, or Commodity Buyer, that the delivery was made, The following information shall be provided at the time of notification.

- The location of delivery
- The party that signed for the delivery
- The date and time of delivery.

8.4.2.1 The Procurement Administrator's or Commodity Buyer's telephone number will be on the front page of the Invitation For Bid package or the Request For Quotation.

8.4.3 As stated in Article 8.1.2, failure to submit pre-production samples will be cause for rejection of bid. The CTA will not be responsible for sample submittals that were lost, or were delivered late to the Signage & Wayfinding Department due to the Contractor or Vendor failing to comply with the above requirements.

8.4.4 When samples are mailed directly to the Signage & Wayfinding department by posted mail, the Contractor/Vendor shall notify the Signage & Wayfinding Department the same day that the samples were sent.

8.4.4.1 It shall be the Contractor's/Vendor's responsibility to contact the Signage & Wayfinding Department within three (3) days of mailing, to confirm the samples were received.

8.4.4.2 The CTA shall not be responsible for any samples that are not received.

9. PACKAGING

9.1 Unless otherwise specified, the decals shall be packaged one kind only of the same design, class type, size and color to a package. Each sheet shall be interleaved with suitable separating material. The decals shall be stacked and packed flat. Each package shall be wrapped in a suitable paper for proper sealing during shipping and storage.

9.2 Unless specified differently in the Contract Document, packages shall be marked with the type, item number and quantity of decals contained in the package.

10. WARRANTIES AND CERTIFICATIONS OF COMPLIANCE

10.1 Application Warranty - Decals shall be guaranteed not to peel, crack, check, blister, shrink or show any similar imperfections when used under normal Chicago Transit Authority operating conditions for a period of not less than specified by the classification code. During the period of warranty, the Contractor shall replace without cost to CTA any decals that fail prior to the classification period after installation.

10.2 The Contractor shall also replace any decals which fail or are unfit for use when stored for a period of not more than one (1) year under reasonable warehouse conditions (i.e.: have not been subjected to freezing temperature or to heat in excess of 110°F). This includes adhering to one another or the interweaving material used in packaging, and premature deterioration from storage for a period less than one (1) year.

10.3 Certificate of Compliance - A Certification of Compliance shall be furnished by the manufacturer of the decal stating the decals meet and/or exceed the general and specific requirements of these specifications. Manufacturer's test data shall be made available upon request by the Authority.

11. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

11.1 Bidders requiring additional information shall contact the Procurement Administrator or the Commodity Buyer listed on front page of the Invitation for Bid package. Potential Bidders requiring additional information from a person or persons listed in the Special Conditions section of the contract document must route their requests through the Procurement Administrator. Potential Bidders who contact any Authority personnel other than the Procurement Administrator or Commodity Buyer will be considered in violation of the provisions of the contract.

DISTRIBUTION: Mgr., Technical Services-Rail
Mgr., Technical Services-Bus
Coord., Graphics Prod. -Signage Dept

VR/vr – 15th revision – 03/01/11
VAR/vr – 16th revision – 01/20/12

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATIONS
FOR
DECALS: PRESSURE SENSITIVE,
HIGH PERFORMANCE PHOTOLUMINESCENT

SPECIFICATION NO. CTA 9225-11

1. SCOPE

1.1 This specification covers the requirements for pressure sensitive High Performance Photoluminescent (HPPL) decals to be installed on exterior and interior surfaces of Chicago Transit Authority (CTA) revenue vehicles for the purpose of emergency and safety instructions to passengers and CTA personnel when there is loss of light in the vehicle.

2. INDEX

Section 3:	General	Pages D-1 & D-2
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Section 9:	List of Decals (Table 1)	Page D-8

3. GENERAL

3.1 The CTA shall supply all artwork. Awardee of contract, or purchase order, must use CTA's electronic format artwork for each order. Artwork for pre-award purposes will be included in the invitation for bid package. All artwork to be used in the actual production of decals will be made available to the Contractor or Vendor awarded the contract or order by CTA's Signage & Wayfinding Department, located at 567 W. Lake Street, Chicago IL. 60661, telephone 312.681.3667. The artwork provided for pre-award, first article inspection, and for production runs will be produced in Adobe® Illustrator®.

NOTE: The CTA will not accept any decal that was fabricated using artwork not furnished by the CTA, or that was fabricated using a version of CTA artwork that has been superseded. It shall be the Contractor's or Vendor's responsibility to contact the Procurement Administrator or Commodity Buyer to verify the artwork being used for the order is current.

3. GENERAL (Cont.)

3.2 Decals will be used inside and outside of the revenue vehicles and shall be expected to withstand exposure to UV rays, fluorescent lighting, harsh temperature and weather conditions, as well as harsh cleaning solutions and scrubbing, for a minimum of five (5) years with minimal fading, delaminating, peeling, surface crazing, or loss of luminosity.

3.3 Complete instructions for the proper application of the decal shall be printed on the protective liner side of each decal. The instructions shall include the following information in bold letters:

- Name of the manufacturer
- Date (month and year) the decal was produced
- Recommended surface preparation, and any restrictions as to application procedure and conditions
- CTA item number
- CTA contract no., or purchase order number

3.3.1 When the size of a decal makes it impractical to print instructions for application and the recommended surface preparation on the protective liner, the Contractor shall insert separate instruction sheets in each package of decals. All other information listed in 3.3 shall be printed on the protective liner of each decal regardless of size.

3.4 The dates and revisions indicated for the industry standards called out throughout this specification are for reference only, the current publication at the time of Invitation For Bid shall apply.

4. DETAILED REQUIREMENTS

4.1 The high performance photoluminescent decals, here after referred to as decals, shall be APTA compliant, and where applicable ADAABA compliant; and shall meet the following requirements.

4.2 All lines and color overlap shall be clean and sharp, and the decal shall be free from blisters, cracks, foreign matter and other imperfections.

4.3 Luminescent background material shall be made from Strontium Oxide Aluminate.

4.4 The decals shall be designed to glow-in-the-dark for at least 90 minutes after activation has ceased.

4.5 Luminance must exceed 7.5 millicandela per metre squared ($mcd \cdot m^2$) when placed in darkness for 1.5 hours after being exposed for one hour to 50 lux.

4. DETAILED REQUIREMENTS (Cont.)

4.6 Thickness of Emergency Evacuation Instructions decals (CTA Item no's. 1460306 and 1462215) shall be 0.015 inches thick using 8010 gloss/gloss Lexan®, or equivalent.

4.7 Decals having messages printed on both sides (e.g.: Stand Clear of Doors, CTA Item No. 1462211) shall use two (2) layers of 0.015 inches thick 8010 gloss/gloss Lexan®, or equivalent. Thicknesses specified are without protective backing paper, anti-graffiti coating, or adhesive. Decals shall be sized as specified in the CTA item number description.

4.8 All printing to be sub-surface with an anti-graffiti coating incorporated on the exposed face that can be easily cleaned of permanent ink, liquid shoe polish or dye, gutter sealer, or paint. The particular coating or overlaminate used for all decals except the Emergency Evacuation Instruction decals shall be based on the printing process and the required Class of decal to be furnished. The protective coating method used shall be compatible with the film and ink used in the manufacture of the decal, and shall be applied per the coating manufacturer's instructions.

4.8.1 Emergency Evacuation Instruction decals shall have a Polyvinyl Fluoride (PVF) gloss clear overlaminating film applied over the graphics, the film shall be designed specifically for transit vehicle interiors. A PVF film already approved by the CTA for this application is Tedlar®, manufactured by DuPont.

4.9 When required Braille text (Grade 2) shall be embossed in location specified, along with raised (tactile) characters. Raised (tactile) characters and Braille must comply with the Americans with Disabilities Act and Architectural Barriers Act (ADAABA) Accessibility Guidelines, July 23, 2004, Chapter 7, Section 703 Signs, pages 223 through 229, found on www.access-board.gov.

4.10 All decals shall have a nominal 0.005 inch thickness of a pressure sensitive adhesive applied to the back. Adhesive shall meet the following adhesion value requirement.

4.10.1 Decals shall have an adhesion value of 50 oz./in. (width) (1417 grams) and maintain their adherence for one (1) hour after application when tested per Procedure C, as specified in ASTM D3654-06. An example of an adhesive product that meets this requirement is 3M 468 MP transfer tape with 3M 200MP adhesive.

4.10.2 The adhesive shall be protected with an easily removable protective liner. The liner shall be split to facilitate removal and shall not require water or other solvents to separate from the decal. Liner shall not contain any materials which might stick to the adhesive or reduce adhesive properties of the decal.

4.10.3 One (1) year after manufacture, the decal shall release from the protective liner with equal ease as the newly manufactured product.

4. DETAILED REQUIREMENTS (Cont.)

4.11 Decals printed on both sides (e.g.: Stand Clear of doors, CTA Item No. 1462211) shall have a 2 mil white backed silver Mylar® center core between the two printed surfaces to provide complete opacity, or hiding power, when applied to the exterior of the vehicle glass.

4.12 Unless otherwise specified, decals shall be sufficiently opaque to hide the contrasting black printed legend and white surface of a Morest Form 03 Hiding Power Chart when observed in a light approximating northern skylight at a distance of three feet (3').

4.13 Contractor shall provide certification verifying that the a test decal equal to the decals furnished, did not exhibit peeling, blistering or any appreciable whitening and only a very slight change in gloss, 5 minutes after it was removed from a bath of distilled water, where it was immersed at half its width for 24 hours. Three (3) hours after removal, the portion of the test decal that was immersed shall have exhibited the same hardness, toughness, gloss and anchorage to the portion that was not immersed.

4.14 Color Standards - All colors shall match master color panels available from CTA, unless otherwise specified. Reference shall be made to the Pantone Matching System (PMS) or other systems for colors other than master colors. Supplier shall be responsible for obtaining the PMS or other systems used as a reference.

5. SAMPLES

5.1 The Pre-Award Sample requirements specified in 5.2 only apply to Contractors furnishing decals under an awarded contract for a set time period, and are not required by Vendors furnishing single lot item purchases for a one (1) time Request For Quotation (RFQ). The First Article Inspection Sample requirements specified in 5.3 must be followed by both the Contractor and the Vendor.

5.2 Pre-Award Sample - Contract bidders are required to submit a full scale black-and-white paper print-out sample of the proposed decal, along with a 4" x 4" sample of the material, with protective liner, that will be used to fabricate the decal. Samples shall be submitted to the Procurement Administrator indicated on the front page of the Contract Document. The sample print-out(s) shall be printed using the artwork received with the Invitation for Bid package. Artwork will be furnished in Adobe® Illustrator® electronic format (EPS files, or an enhanced PDF file). All samples shall be submitted to the CTA no later than thirty (30) days after the Bid Opening.

5.2.1 Finished pre-award paper print-outs, and material samples will be forwarded to the parties listed below for review and approval before any contract is awarded. Failure to submit samples within the time limit specified in 5.2 will be sufficient cause for rejection.

5. SAMPLES (Cont.)

5.2 Pre-Award Sample (Cont.)

5.2.1.1 CTA's Signage and Wayfinding Department will be the final judge of decal compliance in respect to the CTA digital artwork file.

5.2.1.2 The Manager of Rail Technical services will be the final judge of decal material and protective liner compliance for decals used on CTA rail cars.

5.2.2 Approval of pre-award sample DOES NOT relieve the Contractor from providing the same quality for each and every sign ordered from the contract under the guidelines of this specification.

5.3 First Article Inspection Samples - Upon award, Contractor or Vendor will receive individual artwork to be used in the fabrication of the decals to be furnished. The artwork will be furnished in Adobe® Illustrator® electronic EPS file format.

5.3.1 Prior to full production, the Contractor, or Vendor, shall verify accurate receipt of each digital artwork received, by returning a paper proof copy of each, including Braille message, to the Signage & Wayfinding Department at no cost to the CTA. The paper proof does NOT have to be in color, and the Braille dots (when required) need not be raised. Refer to section 5.4 for further instructions regarding sample delivery.

5.3.2 Failure of Contractor or Vendor to submit a paper proof copy for each artwork received before production begins shall be sufficient cause for rejection of furnished decals.

5.3.3 Upon approval of paper proof, Contractor or Vendor shall produce and submit three (3) first article inspection samples of the decals at no cost to the CTA, for inspection with respect to size, color, artwork, and material compliance.

5.3.3.1 Failure to comply with this requirement shall be sufficient cause for rejection of furnished decals.

5.3.3.2 Submitted first article samples will be kept on CTA file and shall NOT be included in the invoice against the contract. Contractor or Vendor shall include the cost of the pre-production samples in their bid proposal pricing.

5.3.4 Contractor, or Vendor shall forward the first article inspection samples to the CTA's Signage & Wayfinding Department c/o Coordinator of Signage & Wayfinding, located at 567 W. Lake Street, Chicago IL. 60661, for evaluation regarding color, artwork, and ADAABA compliance.

5. SAMPLES (Cont.)

5.3 First Article Inspection (Cont.)

5.3.5 First Article inspection decals that meet the color and artwork requirements will be forwarded to the respective Manager of Technical Services for evaluation regarding material, backing paper, and dimensional compliance.

5.3.6 Sample decals that fail to meet the requirements specified herein will be rejected.

5.4 Sample Delivery - All first article samples delivered to the CTA, shall be signed for by a CTA employee, or the Security Guard at the point of delivery. Signature shall include delivery time and date.

5.4.1 When samples are not delivered directly to a member of the Signage & Wayfinding Department, the Contractor/Vendor must notify either the Procurement Administrator, Commodity Buyer, or the Signage & Wayfinding Department, that the delivery was made. The following information shall be provided at the time of notification.

- The location of delivery
- The party that signed for the delivery
- The date and time of delivery.

5.4.2 It shall be the Contractor's/Vendor's responsibility to obtain a signed receipt for delivery of samples. The CTA will not be responsible for delays in sample approval if the Contractor/Vendor fails to comply with the requirements specified in this section.

5.4.3 The Procurement Administrator's or Commodity Buyer's telephone number will be on the front page of the Invitation For Bid package or the Request For Quotation.

5.4.4 When samples are mailed directly to the Signage & Wayfinding department by posted mail, the Contractor/Vendor shall notify the Signage & Wayfinding Department the same day that the samples were sent.

5.4.4.1 It shall be the Contractor's/Vendor's responsibility to contact the Signage & Wayfinding Department within three (3) days of mailing, to confirm the samples were received.

5.4.3 As stated in Article 5.3, failure to submit pre-production samples will be cause for rejection of bid. The CTA will not be responsible for sample submittals that were lost, or were delivered late to the Signage & Wayfinding Department due to the Contractor/Vendor failing to comply with the above requirements.

6. CERTIFICATION OF COMPLIANCE

6.1 Upon request by the CTA, a Certification of Compliance and a copy of the manufacturer's certified test data shall be made available by the supplier of the decal(s) stating the decal(s) furnished meet and/or exceed the general and specific requirements of this specification.

7. PACKAGING

7.1 Unless otherwise specified, the decals shall be packaged one kind only of the same design, size, and color to a package. Each decal shall be interleaved with suitable separating material. The decals shall be stacked and packed flat. Each package shall be wrapped in a suitable paper for proper sealing during shipping and storage.

7.2 Unless otherwise specified in the Contract Document, packages shall be marked with the item number, CTA requisition number, and quantity of decals contained in the package.

8. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

8.1 Bidders requiring additional information shall contact the Procurement Administrator or the Commodity Buyer listed on front page of the Invitation for Bid package. Potential Bidders requiring additional information from a person or persons listed in the Special Conditions section of the contract document must route their requests through the Procurement Administrator. Potential Bidders who contact any Authority personnel other than the Procurement Administrator or Commodity Buyer will be considered in violation of the provisions of the contract.

9 LIST OF DECALS

9.1 The following Table lists the HPPL decals covered under this specification. Refer to the Invitation for Bid package for the particular decal(s) to be provided. The list is for reference only, the CTA reserves the right to add or delete decals at any time during the duration of a contract.

TABLE 1

CTA Item No.	CTA Digital Artwork File	Message (and Size)
1462211	OP-798R1	Stand Clear of Door Manténgase alejado de la puerta (6-1/2" W x 1-3/4" H)
1462212	OP-8986	STOP DO NOT OPEN Emergency Use Only (8-1/2" W x 9-1/2" H)
1460306	FE 7816-R2	Emergency Evacuation Instructions in Graphics and Text (17" W x 21" H w/ 1" Rounded Corners)
1462214	OP-5995R1	PUSH BUTTON TO TALK TO TRAIN OPERATOR (8.79" W x 4" H) Note: Includes Grade 2 Braille below raised tactile characters
1462215	FE 7815-R-1	Emergency Evacuation Instructions in Graphics and Text (11" W x 24" H)

DISTRIBUTION: Coord., Signage & Wayfinding
Mgr., Technical Services-Rail
Mgr., Signage & Wayfinding

MD/md – Initial Specification – 06/23/05
MD/md - 2nd Revision - 03/21/07
MD/md - 3rd Revision - 05/23/07
BM/bm – 4th Revision – 04/25/11

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATION
FOR
ELECTRONICALLY CUT DECALS: "TRANSITCHICAGO.COM"
FOR BUS AND RAIL CAR EXTERIOR APPLICATIONS

SPECIFICATION NO. CTA 6902-11

1. SCOPE

1.1 This specification covers the "transitchicago.com" electronically cut reflective and opaque vinyl film graphic decals, here after referred to as decals, for use on the exterior surfaces of the Chicago Transit Authority's buses and rail cars.

2. DETAIL SPECIFICATIONS

2.1 This specification covers decals furnished under the CTA Item No's indicated in Table 1. The particular decals required shall be listed in each release against the contract or the Requisition for Bid.

TABLE 1

CTA Item No.	CTA Digital Artwork File	Color
1464278	OP-8838-R1	Black
1467960	OP-10520	Blue

2.2 CTA Artwork - Decals shall be produced using the CTA digital artwork file indicated in Table 1, for the particular CTA Item No. to be furnished. Decals fabricated by any other artwork other than that provided by the CTA's Signage & Wayfinding Department (previously titled Graphics & Design Department) will NOT be accepted.

2.3 Material - The vinyl material used in the fabrication of the decals shall be an electronically cuttable reflective or opaque vinyl film. The material for the bus decals shall be different from the rail decal material as follows.

2.3.1 Bus - The vinyl material shall be a positionable, electronically cuttable, reflective vinyl film equal to 3M Scotchlite™ 680CR Removable Reflective Graphic Film system with the Comply™ performance features.

2.3.2 Rail - The vinyl material used for the rail car decals shall be a permanent set, electronically cuttable, high performance, opaque gloss black vinyl film, for use on stainless steel, such as Avery 1003, or equal.

2.3.3 The film used for both bus and rail decals shall be a minimum thickness of 0.002" (0.05mm) vinyl and a maximum of 0.004" (0.10mm) thickness (film and adhesive).

2. DETAIL SPECIFICATIONS (Cont.)

2.3.4 Adhesive - The decal adhesive shall be a pressure-activated type, in compliance with the current revision to ASTM D 4956 for the following Classes.

2.3.4.1 Bus decal adhesive shall meet Class 3 requirements.

2.3.4.2 Rail decal adhesive shall meet Class 1 requirements.

2.3.5 The adhesive shall be protected with an easily removable protective liner. The liner shall be split to facilitate removal and shall not require water or other solvents to remove from vinyl decal.

2.3.6 The protective liner shall not contain any materials which might stick to the adhesive to reduce adhesion of the film.

2.3.7 The films listed in 2.3.1 & 2.3.2 were approved by the CTA for their ability to withstand numerous mechanical scrubbings with harsh alkali detergents in CTA rail car and bus wash racks without delaminating, peeling off, or showing appreciable fading, chalking, blistering, cracking, or tearing for a minimum of seven (7) years. Substitute film(s) shall be designed to be equal in performance including the following requirements.

2.3.8 The substitute vinyl films shall not shrink more than 1/64" on a 12" X 12" panel when subjected to 150° F (65° C) for 48 hours.

2.3.9 Substitute vinyl films proposed as equal to 3M 680CR removable reflective film product, or the Avery opaque product must be approved by the CTA.

2.4 Colors - The following 3M colors have been approved by the CTA for use on the buses.

TABLE 2

Color	3M Number
Blue	680CR-75

2.4.1 Substitute colors proposed as equal to those shown in Table 2, as that manufactured by the 3M Company must be approved by the General Manager of CTA's Bus Heavy Maintenance.

2.5 Transfer Tape - All electronically cut decals shall be furnished with a transfer tape applied. The decals shall be centered within the transfer tape width and length. The ends of the applied transfer tape and decal shall be trimmed flush to each other to produce ninety degree (90^0) plus or minus two degrees (2^0) corners to facilitate installation once the liner is peeled away.

2. DETAIL SPECIFICATIONS (Cont.)

2.5.1 A CTA approved transfer tape for use with the 680CR removable reflective vinyl film is 3M Company part number SCPS-55 pre-space tape.

2.5.2 A CTA approved transfer tape currently used by the CTA for use with the Avery vinyl film is Gerber part number P27967A.

2.5.3 The use of substitute transfer tapes to those approved is not acceptable without the written approval by the General Manager of Heavy Maintenance, for the using group (i.e. Bus or Rail).

2.6 Decal Quality - Electronically cut decals furnished shall be thoroughly "weeded" out around the text. Finished text shall be free of ragged edges, tears, air bubbles, pin-holes, grease, oil, dirt, or any other foreign matter that can detract from the visual and mechanical performance of the decal or its application to the bus or rail car surface.

2.7 All decals shall be shipped rolled on cardboard tubing having a minimum outside diameter of six inches (6"), and wrapped in a protective cover (e.g.: PVC film, Kraft® paper, etc.) for proper sealing during shipping and storage.

2.7.1 Unless otherwise specified in the Contract Document, packages shall be marked with the item number and quantity of decals contained in the package.

2.8 All decals shall be compatible with "Rapid Tac" application fluid for wet applications.

3. SAMPLES

3.1 The Pre-Award Sample requirements specified in 3.2 only apply to Contractors furnishing decals under an awarded contract for a set time period, and are not required by Vendors furnishing single lot item purchases for a one (1) time commodity purchase order. The Pre-Production Sample requirements specified in 3.3 and the Paper Proof & Sample Delivery requirements specified in 3.4 must be followed for both contracted decals and one-time purchase decals.

3.2 Pre-Award Sample - Contract bidders are required to submit a full scale black-and-white paper print-out sample of the proposed decal, along with a 3" x 4" sample of the material, with protective liner and transfer tape that will be used in the decal fabrication. Samples shall be submitted to the Procurement Administrator indicated on the front page of the Contract Document or Buyer named on the Request for Quotation (RFQ). The sample print-out(s) shall be printed using the artwork received with the Invitation for Bid package. Artwork will be furnished in Adobe® Illustrator® electronic format. All samples shall be submitted no later than thirty (30) days after the Bid Opening.

3. SAMPLES (Cont.)

3.2.1 Finished pre-award paper print-outs, and material samples will be forwarded to the parties listed below for review and approval before any contract is awarded. Failure to submit samples within the time limit specified in 3.2 will be sufficient cause for rejection.

3.2.1.1 CTA's Coordinator of Graphics Production will be the final judge of decal compliance in respect to the CTA digital artwork file.

3.2.1.2 The Manager of Rail Technical Services will be the final judge of decal material and protective liner compliance for decals used on CTA rail cars.

3.2.1.3 The Manager of Bus Technical Services will be the final judge of decal material and protective liner compliance for decals used on CTA buses.

3.2.2 Approval of pre-award sample DOES NOT relieve the Contractor from providing the same quality for each and every decal ordered from the contract under the guidelines of this specification.

3.3 Pre-Production Sample - Upon award, Contractor or Vendor will receive individual artwork to be used in the fabrication of decals to be furnished. The artwork will be furnished in Adobe® Illustrator® electronic format (EPS file).

3.3.1 Before any production runs are made, the Contractor, or Vendor, shall verify accurate receipt of each digital artwork received by returning a paper proof copy of each to the Signage & Wayfinding department, located at 567 W. Lake Street, Chicago IL. 60661, telephone 312.681.3667. The paper proof does NOT have to be in color.

3.3.2 Failure of Contractor, or Vendor, to submit a paper proof copy for each artwork received before production begins shall be sufficient cause for rejection of furnished decals.

3.3.3 Upon approval of paper proof, Contractor, or Vendor, shall produce and submit, at no cost to the CTA, three (3) samples of the finished production decals for evaluation with respect to size, color, artwork, and material compliance.

3.3.3.1 Failure to comply with this requirement shall be sufficient cause for rejection of furnished decals.

3.3.3.2 Submitted pre-production samples will be kept on CTA file and shall NOT be included in the invoice against the contract order. Contractor, or Vendor, shall calculate the cost of the pre-production samples in their bid proposal pricing.

3. SAMPLES (Cont.)

3.3.4 Contractor, or Vendor, shall forward the pre-production samples to the Signage & Wayfinding Department. Neither the Contractor, nor the Vendor, shall begin production until the pre-production samples have been approved by all respective parties.

3.3.5 Pre-production decals that meet the color and artwork requirements will be forwarded to the respective Manager of Technical Services (i.e.: Rail or Bus) for evaluation regarding material, backing and transfer paper, and dimensional compliance.

3.3.6 Sample decals that fail to meet all of CTA's requirements will be rejected.

3.3.7 Packaging for both the paper proofs and the samples shall be legibly addressed to the Coordinator of Graphics & Production as follows.

Attention: Victor Ramirez
Coordinator of Graphics Production
Signage & Wayfinding Department
567 W. Lake Street
Chicago IL. 60661

3.3.8 The packaging shall also include the following information legibly printed on the address label.

Requisition No.:
Name of Procurement Administrator or Commodity Buyer:
CTA Item No.:
Art Work No.:

3.4.1 All pre-production paper proof copies and pre-production samples delivered to the CTA, must be signed for by a CTA employee or the Security Guard at the point of delivery. Signature shall include delivery time and date.

3.4.2 It shall be the Contractor's, or Vendor's, responsibility to obtain a signed receipt for delivery of proofs and samples. CTA's Signage & Wayfinding Department will not be responsible for delays in sample and proof approval if the Contractor, or Vendor, fails to comply with 3.4.1.

3.4.3 When proofs and samples are not delivered directly to a member of the Signage & Wayfinding Department, the Contractor, or Vendor, must notify the Procurement Administrator, or Commodity Buyer, that the delivery was made. The following information shall be provided at the time of notification.

- The location of delivery
- The party that signed for the delivery
- The date and time of delivery.

3. SAMPLES (Cont.)

3.4.3.1 The Procurement Administrator's, or Commodity Buyer's, telephone number will be on the front page of the Invitation For Bid package, or the Request For Quotation.

3.4.4 As stated in Article 3.3.3.1, failure to submit pre-production samples will be cause for rejection of bid. The CTA will not be responsible for sample submittals that were lost, or were delivered late to the Signage & Wayfinding Department due to the Contractor, or Vendor, failing to comply with the above requirements.

3.4.5 When samples are mailed directly to the Signage & Wayfinding department by posted mail, the Contractor/Vendor shall notify the Signage & Wayfinding Department the same day that the samples were sent.

3.4.5.1 It shall be the Contractor's/Vendor's responsibility to contact the Signage & Wayfinding Department within three (3) days of mailing, to confirm the samples were received.

3.4.5.2 The CTA shall not be responsible for any samples that are not received.

4. CERTIFICATE OF COMPLIANCE

4.1 Upon request by the CTA, product data sheets from the vinyl film manufacturer and a Certification of Compliance from the Contractor or Vendor stating the decal(s) furnished meet and/or exceed the general and specific requirements of this specification, shall be made available.

5. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

5.1 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-Rail
Mgr., Technical Services-Bus
Mgr., Signage & Wayfinding
Coord., Signage & Wayfindingn

MD/jpg - Initial Specification - 12/05/03
JSC/jsc - 7th Revision – 08/09/11

RAIL RADIO CALL CODES

10-1	Receiving Poorly
10-2	Receiving Well
10-3	Stop Transmitting
10-4	Message Received and Understood
10-10	Police Needs Assistance (Give Location)
10-20	What's Your Location
10-21	Call By Telephone
10-25	Dirty Vehicle
10-40	How Do You Receive My Radio Transmission
10-61	Employee Injured
10-62	Employee Sick
10-63	Other Person Sick or Injured
10-65	Switch to Alternate Channel
10-68	Repeat Message
10-71	Collision of CTA Vehicle with Fixed Object
10-72	Collision of CTA Vehicle with Person
10-73	Collision of CTA Vehicle and other Vehicle
10-74	Collision of CTA Vehicles
10-75	Derailment
10-77	Operator Make Announcement
10-80	Fire (Give Location)
10-82	Police Assistance Required
10-83	Throwing at Bus or Train (Give Location)
10-86	Disturbance in Progress
10-87	if train is standing in station, remain standing until advised to proceed; if train is between stations, reduce speed, approach slowly, stop outside of next station, and remain standing until signaled to proceed
10-90	Bomb Threat
10-91	Weapon Threat
10-99	Dire Emergency. Stop All Other Transmissions

General Rules

1. All calls must be answered promptly, provided such action is consistent with safe operation.
2. When talking, have button depressed; when listening, have button released.
3. Keep all messages short and concise. Use code numbers when applicable.
4. Do not transmit any communication other than company business.
5. Do not use profanity or vulgarity.
6. If the radio becomes defective, call the Controller from the CTA or public telephone at the first opportunity.

OP-5173-R2

RAIL RADIO CALL CODES

10-1	Receiving Poorly
10-2	Receiving Well
10-3	Stop Transmitting
10-4	Message Received and Understood
10-10	Police Needs Assistance (Give Location)
10-20	What's Your Location
10-21	Call By Telephone
10-25	Dirty Vehicle
10-40	How Do You Receive My Radio Transmission
10-61	Employee Injured
10-62	Employee Sick
10-63	Other Person Sick or Injured
10-65	Switch to Alternate Channel
10-68	Repeat Message
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10-72	Collision of CTA Vehicle with Person
10-73	Collision of CTA Vehicle and other Vehicle
10-74	Collision of CTA Vehicles
10-75	Derailment
10-77	Operator Make Announcement
10-80	Fire (Give Location)
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10-90	Bomb Threat
10-91	Weapon Threat
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General Rules

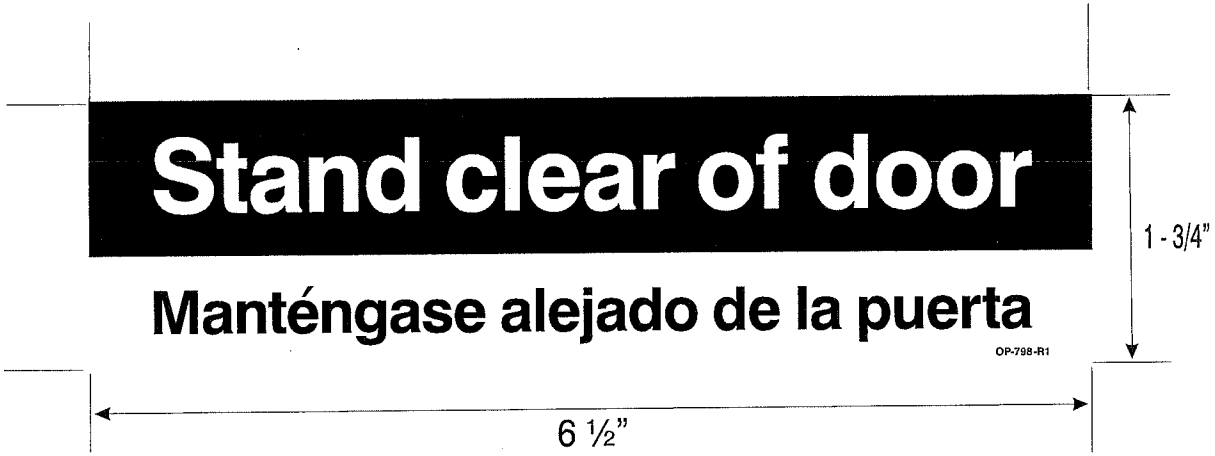
1. All calls must be answered promptly, provided such action is consistent with safe operation.
2. When talking, have button depressed; when listening, have button released.
3. Keep all messages short and concise. Use code numbers when applicable.
4. Do not transmit any communication other than company business.
5. Do not use profanity or vulgarity.
6. If the radio becomes defective, call the Controller from the CTA or public telephone at the first opportunity.

OP-5173-R2

Lot # 1462202



Lot # 1462207



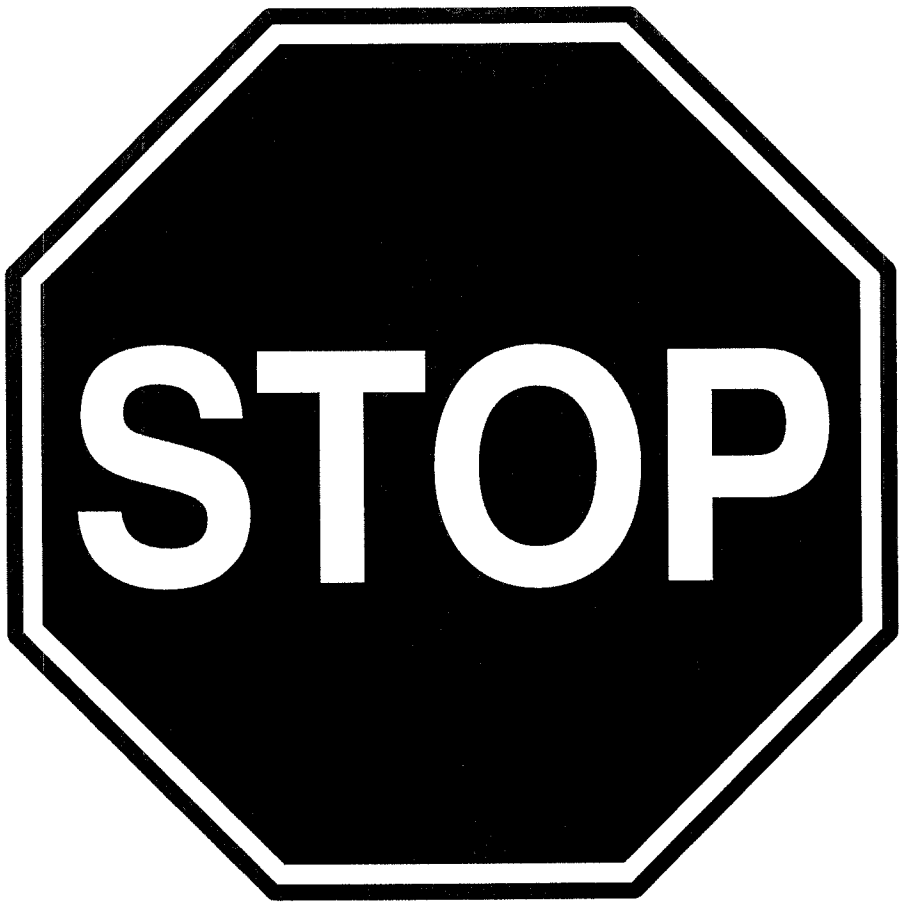
Lot # 1462211

LOT# 1462211

PANTONE® Where color comes from

200

SCALE: Full Size
Colors: Red (P.M.S. 200), Black on White)
25 Feb 91 DAB
23 Jan 02 VAR changes made
19 Nov JMW changes made



DO NOT OPEN

Emergency Use Only

OP-8986

Lot # 1462212

Lot # 1462212
DECAL: DO NOT OPEN EMERGENCY USE ONLY, OP-8986 STOP SIGN GRAPHIC W/TEXT, 8-1/2"W X 9-1/2"H WITH ROUNDED CORNERS 0.25" RADIUS, PHOTO-LUMINESCENT MATERIAL BACKGROUND (MATERIAL MUST BE STRONTIUM OXIDE ALUMINATE ONLY & MUST EXCEED 7.5 MCD AFTER 1.5 HRS IF EXPOSED AT 50 LUX FOR 1 HR.) 100% BLACK & 100% PMS 200 RED, 0.015" THICK 8010 GLOSS/GLOSSLEXAN. ALL PRINTING TO BE SUB-SURFACE, ANTI-GRAFFITI COATING 3M 4020 OR EQUIVALENT, PRESSURE SENSITIVE ON BACK 3M 468MP OR EQUIVALENT. DECAL MUST MEET FRA FLAME & SMOKE REQUIREMENTS PER ASTM E662 AND MUST MEET APTA REQUIREMENTS PER SS-PS-002-98, REV. 1.
ALL COMPUTER ARTWORK IS AVAILABLE FROM CTA'S SIGNAGE & WAYFINDING DEPT."
SPEC NO.: 9225
DWG. NO.: OP-8986
F.I.3-14-03

5"

8"



WARNING

Do not cross from car to car

Emergency and authorized use only

OP-5756

5"

8"



WARNING

Do not stand between cars at any time

OP-5757

LOT# 1462232
Supersedes #1464333

Adhesive side reads "Warning Do Not Cross... OP-5756"
Other side "Warning Do Not Stand... OP-5757"
Size 5"W x 8"H, 8 Mil Mylar, Applied to window. Circle/Slash Red Pantone 200 on White. Lettering and Symbol Black on White.
Laminated with 2 Mil White Backed Silver Mylar between face up & down sides.
Follow CTA Specification #158-00

PANTONE 200

SCALE: Full Size
COLORS: Red (P.M.S. 200) Black, White
16 Jan 91 DAB
25 Feb 02 SEG artwork into Illustrator file
27 Feb 02 VAR notes and colors added

Lot # 1462232

IN EMERGENCY
LIFT FOR
DOOR HANDLE

EN EMERGENCIA
LEVANTE PARA ENCONTRAR
TIRADOR DE PUERTA

OP-8746

Lot # 1462234

Radio Communication

Always plan your message. Before you start to speak, check for correct channel and make sure the airwaves are clear before transmitting.

Identify yourself

1 - Run number
2 - Direction
3 - Location

After you have been acknowledged, identify yourself again and give your message. Use only approved call codes and terminology.

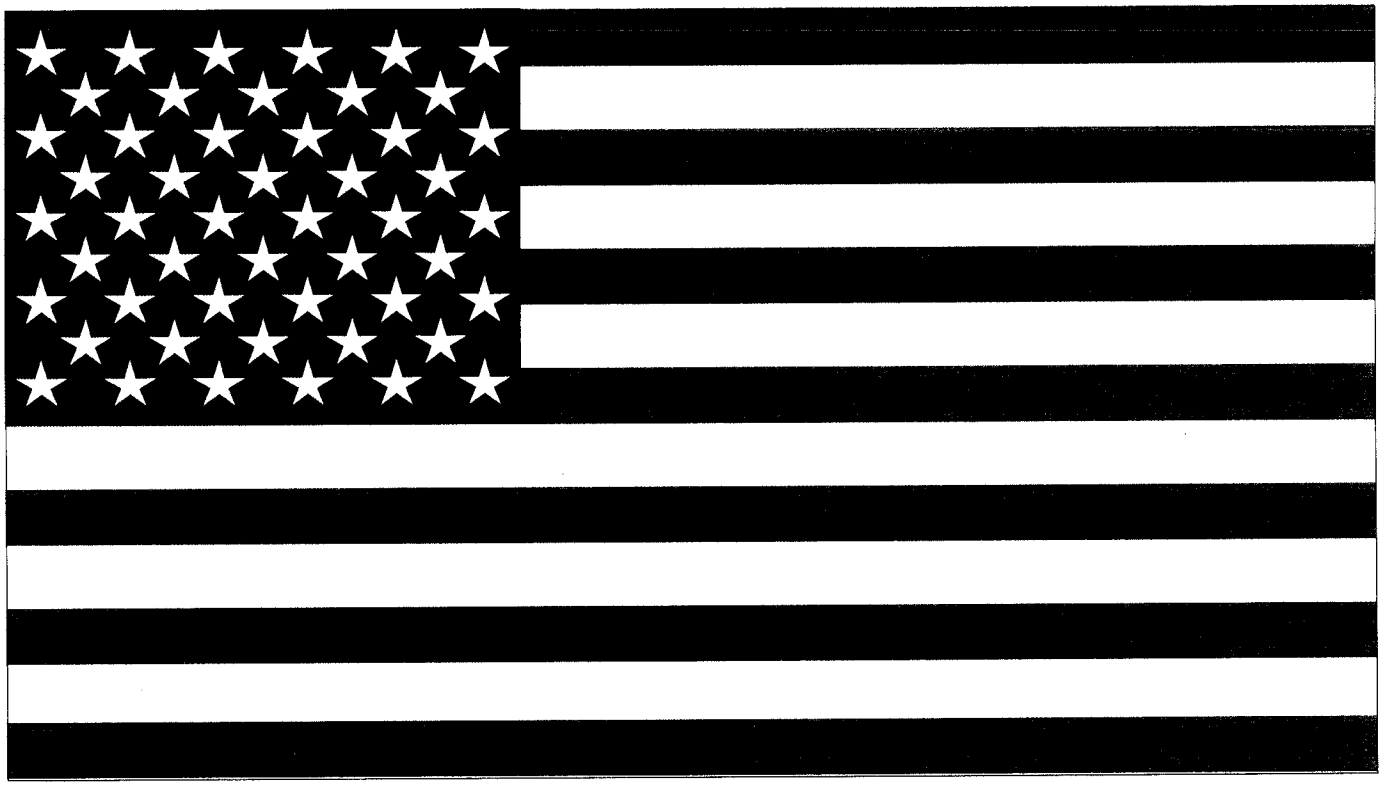
RETS 006

Lot # 1462235


EMERGENCY USE
and for use by passengers
with disabilities
If button is pressed accidentally,
please respond to operator
OP-8280

Lot # 1462236

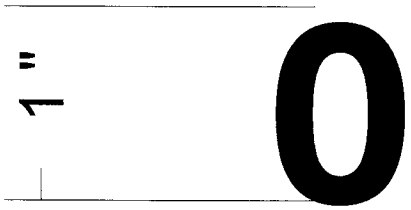
United States Flag (Union Left)
12" x 6.75"



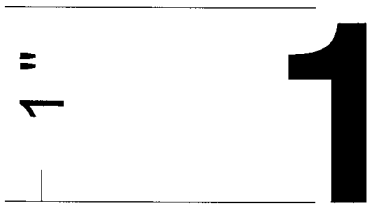
Lot #1462240 Stripes: Pantone 193C, Union: Pantone 281C, Stars and White Stripes: Safe White

Lot # 1462240

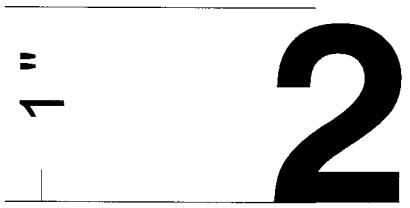
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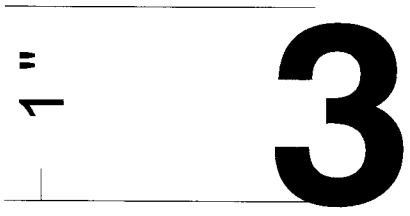
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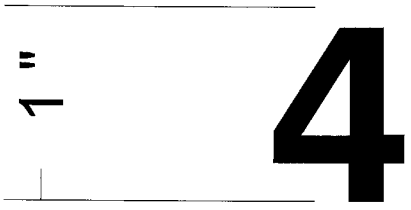
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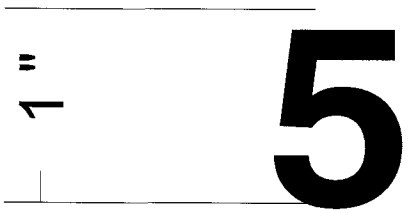
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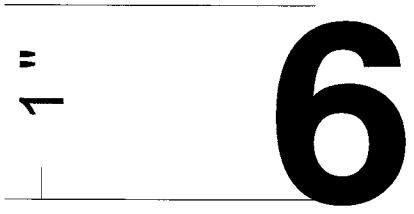
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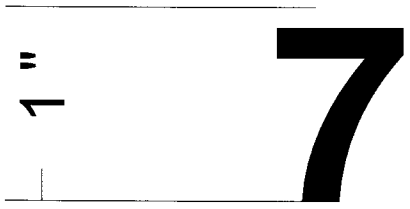
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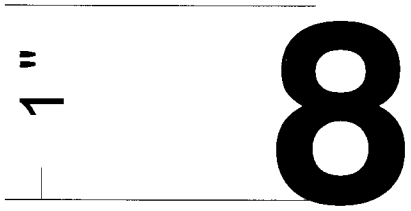
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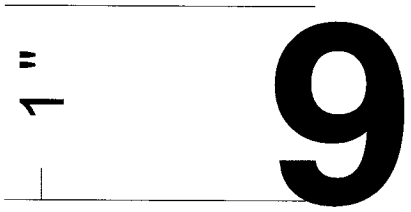
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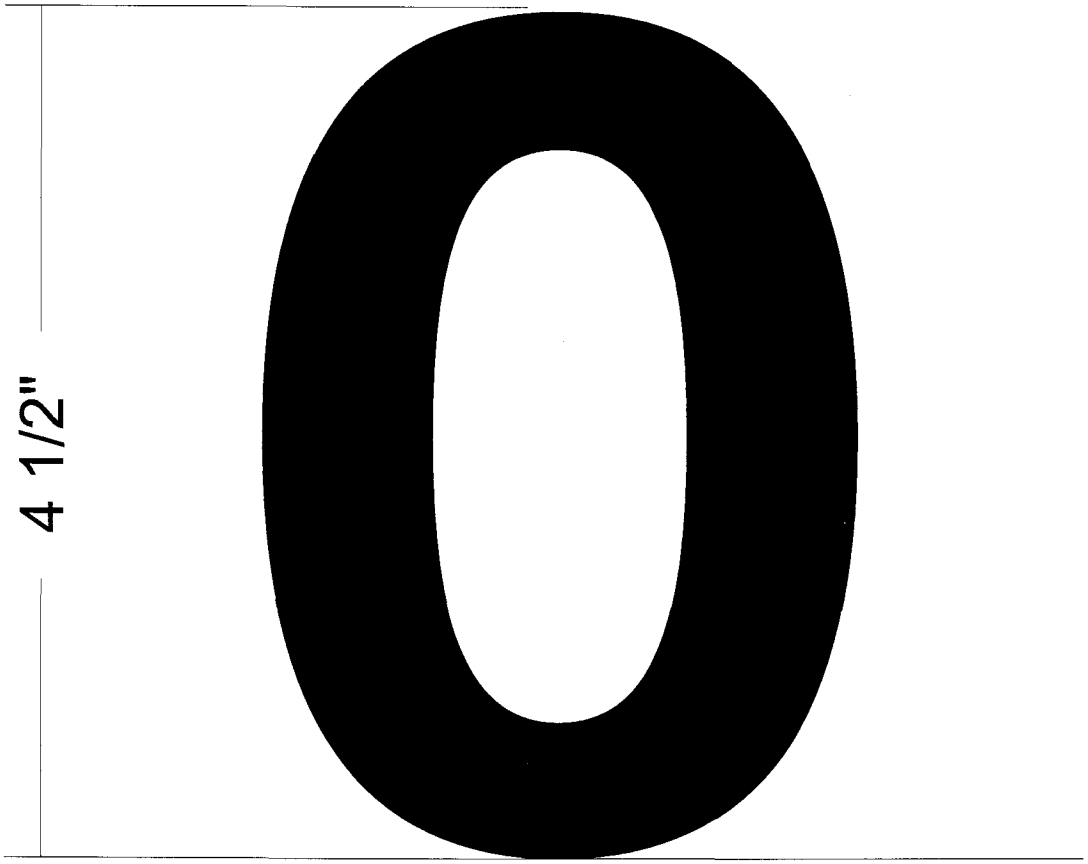
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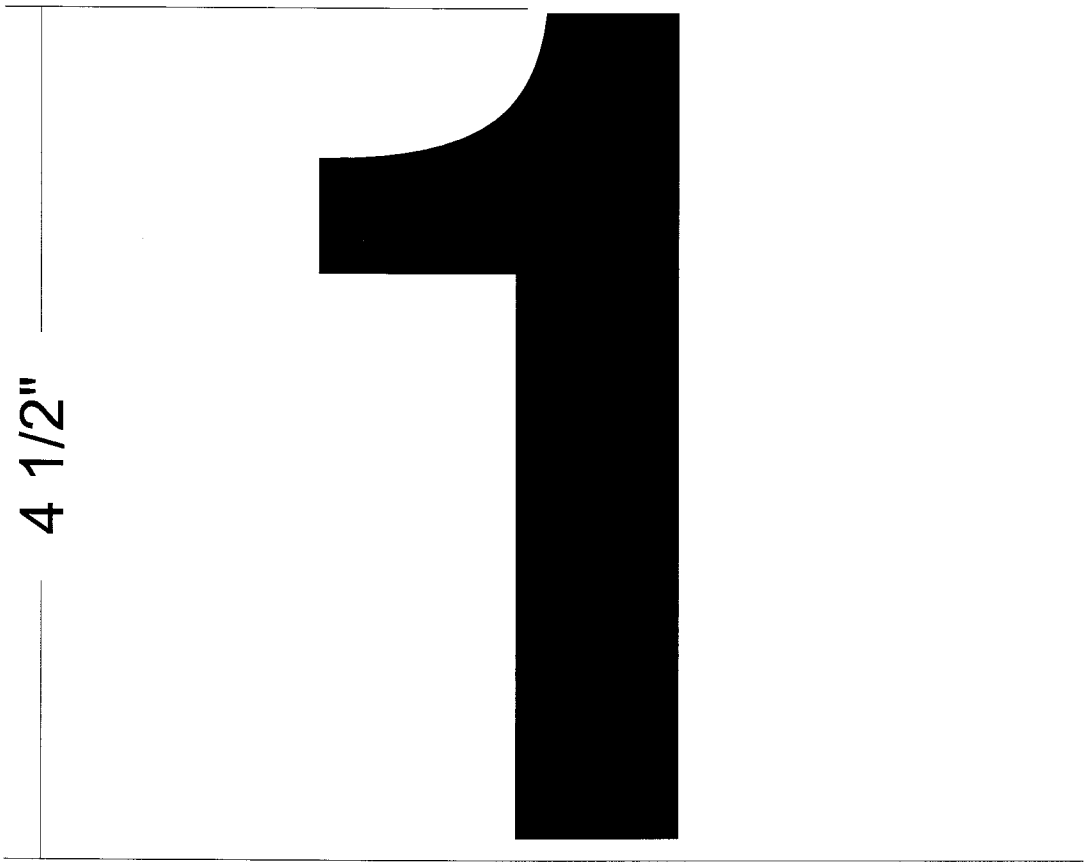
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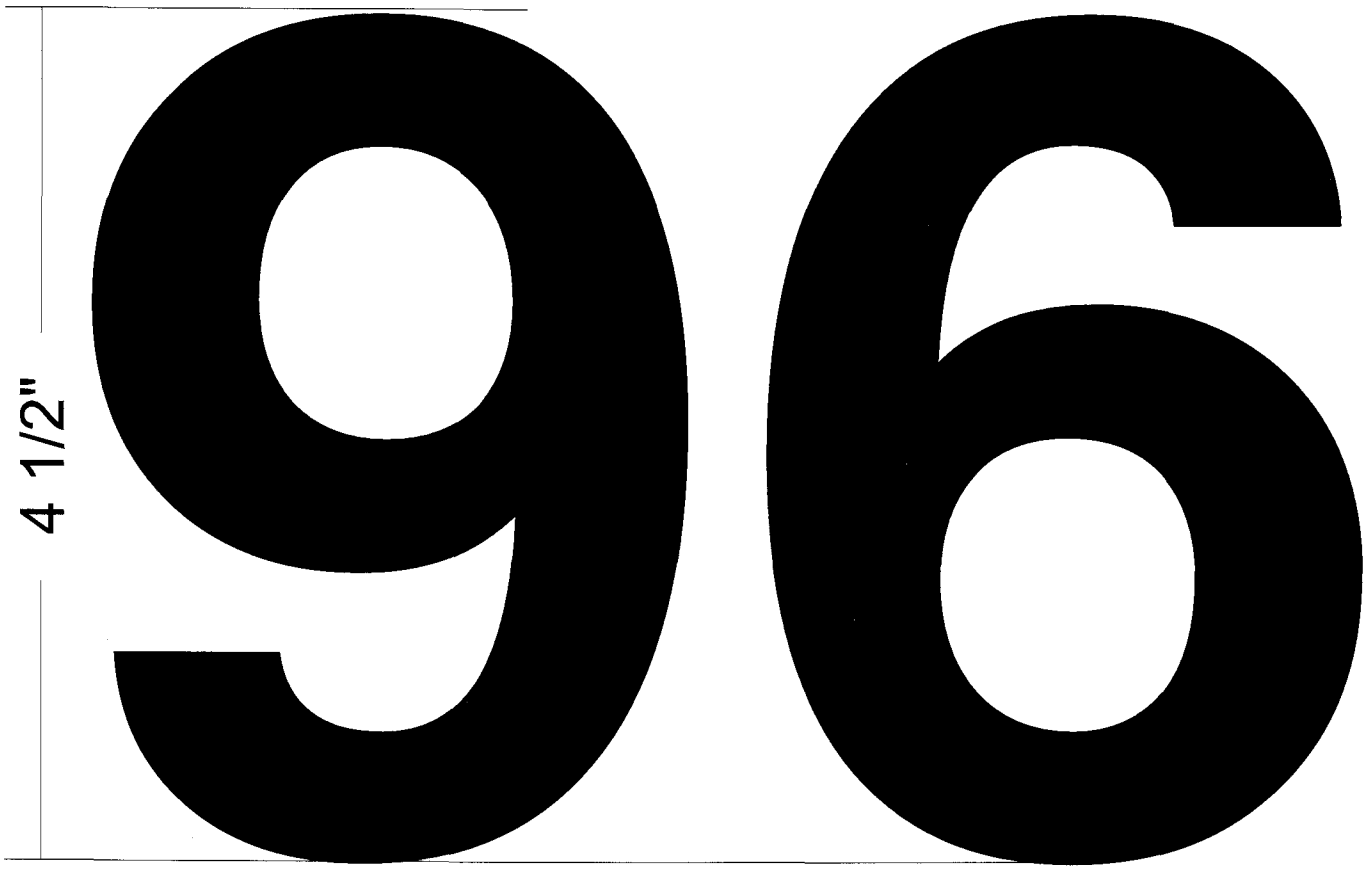
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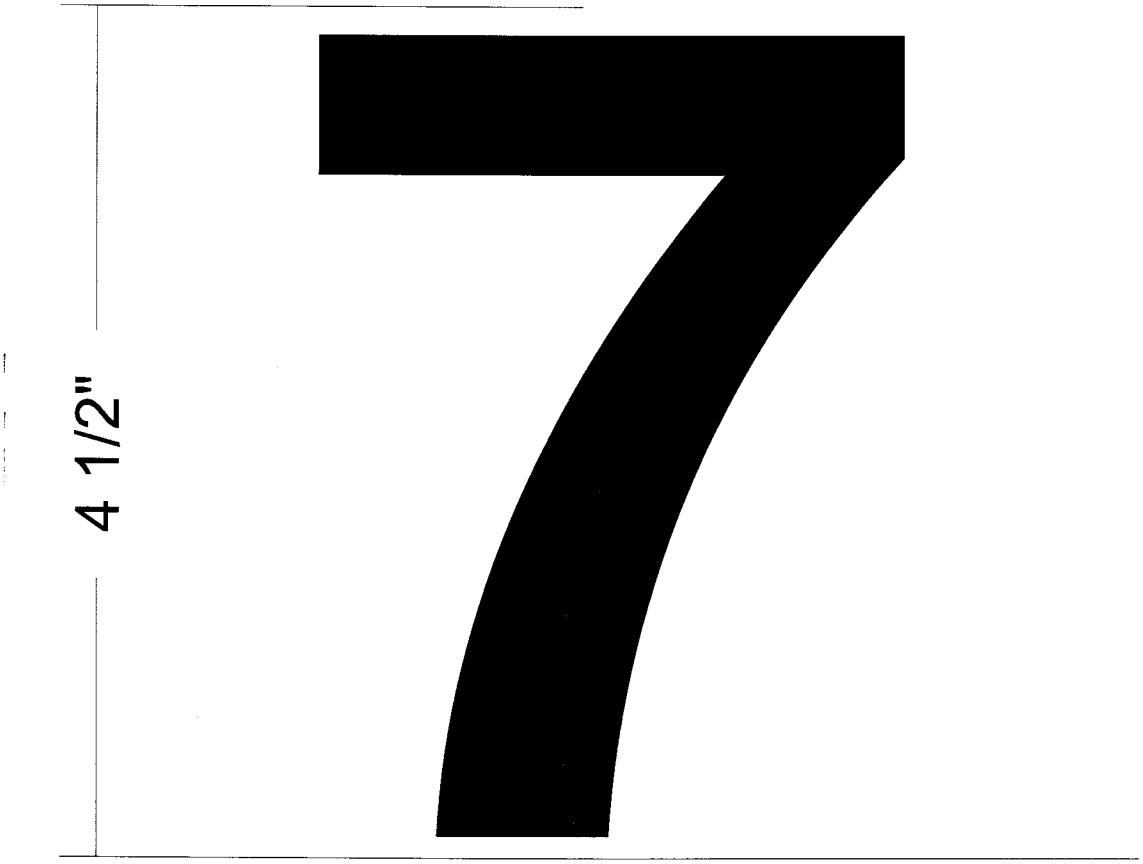
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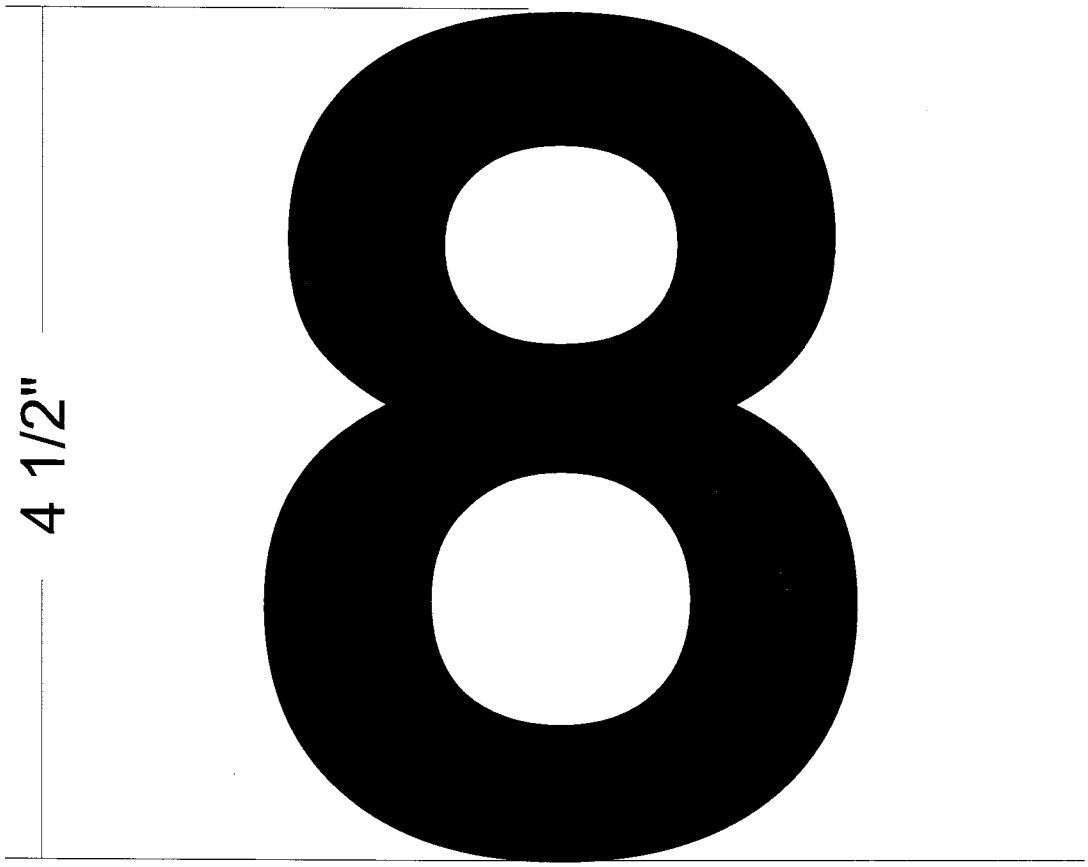
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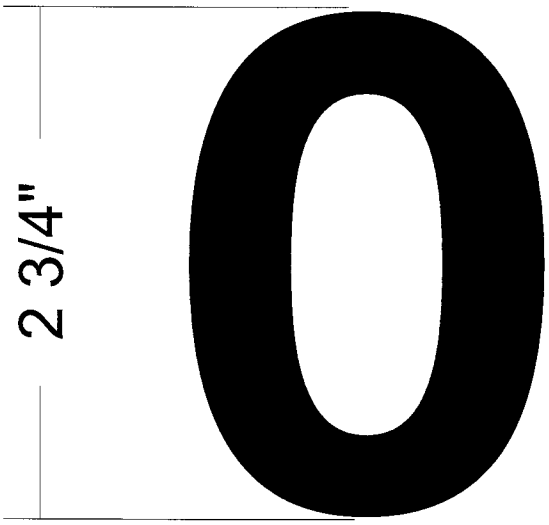
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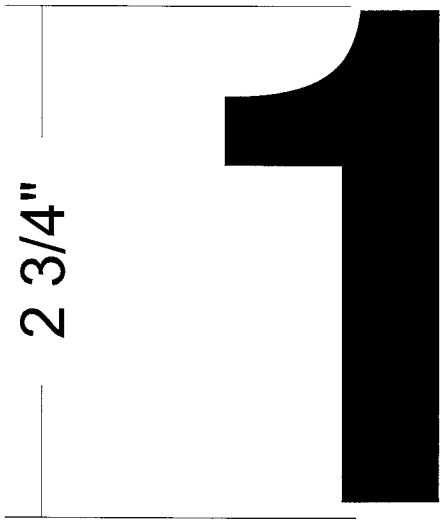

No smoking, littering, eating or radio playing
Violators subject to fine of up to $300!
Prohibido fumar, tirar desperdicios, comer o tocar radios.
Multas hasta por $300!
OP-5619-R1

Lot # 1462280

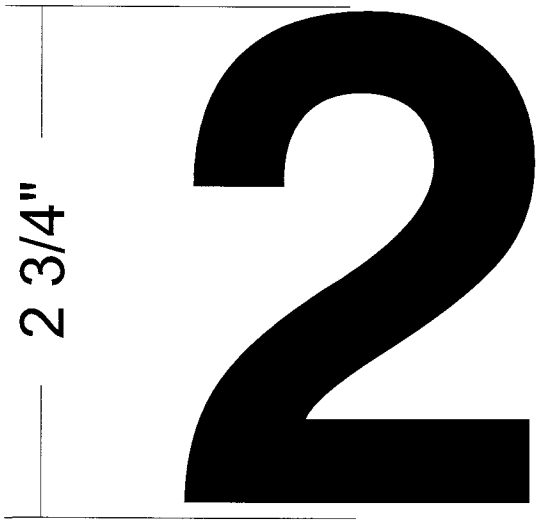
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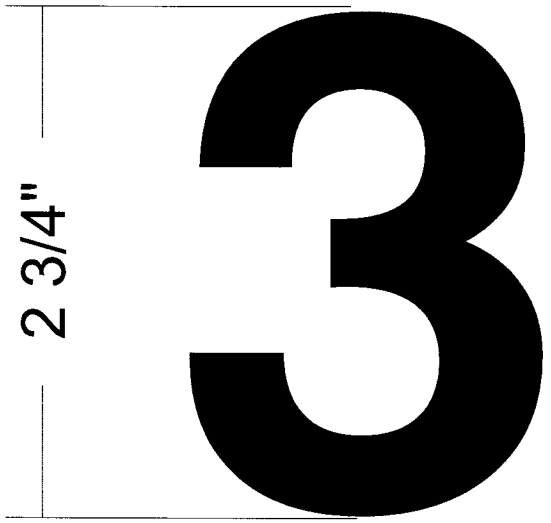
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Gloss Black



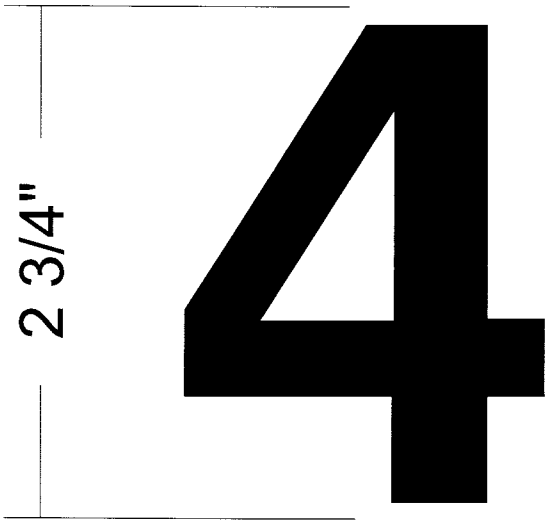
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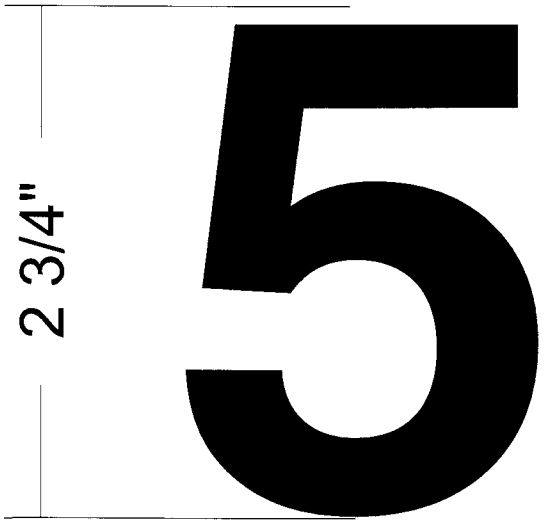
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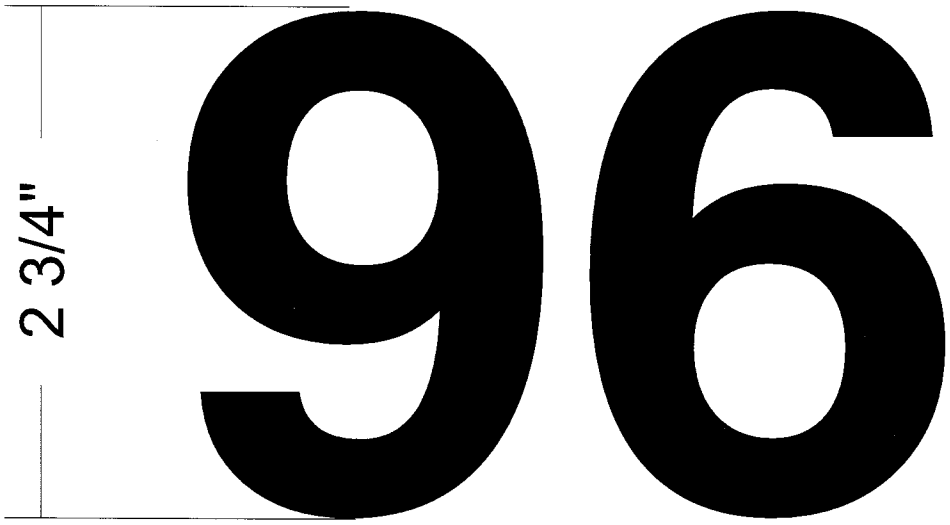
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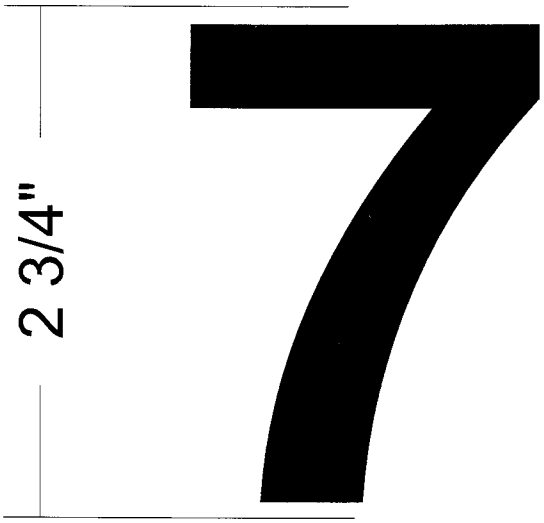
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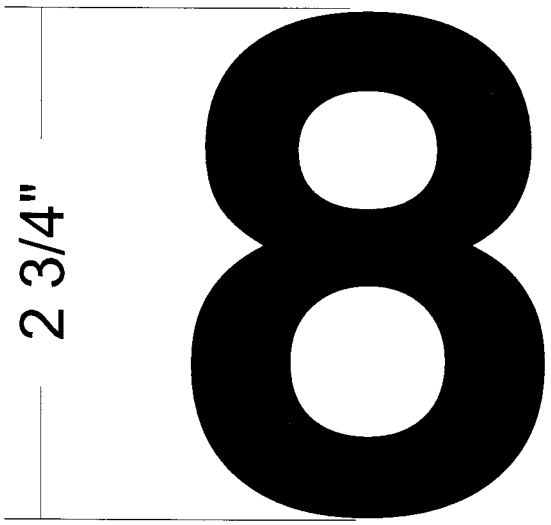
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Pressure Sensitive
Gloss Black



Lot #1463817
Helvetica Medium Bold Die Cut Vinyl
Pressure Sensitive
Gloss Black



Lot #1463818
Helvetica Medium Bold Die Cut Vinyl
Pressure Sensitive
Gloss Black



NOT FOR PRODUCTION
Obtain original artwork files from CTA Signage & Wayfinding Department



Lot #1464265
DECALCOMANIA: 6-1/4" X 6-1/4", WHEELCHAIR SYMBOL PRESSURE SENSITIVE VINYL, SCOTCHCAL FILM WHITE SYMBOL ON PMS 300 BLUE BACKGROUND, EXTERIOR APPLICATION
DESIGN NO. OP-1906-R1
SPEC NO: 158
PCK. INFO: PC 1 PC



Lot # 1464265

cta
Signage & Wayfinding
Charles F. Arndt, Manager
Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attn: Signage Dept. 8th Floor

03/24/2006 VAR

ATTENTION!

A RED OR FLASHING R6.4 MEANS STOP

1. TRAIN AHEAD:
   

   WAIT UNTIL SIGNAL ASPECT CHANGES TO A PROCEED INDICATION.

2. REASON UNKNOWN:
   

   CALL CONTROLLER AND FOLLOW INSTRUCTIONS.

3. REASON UNKNOWN AND UNABLE TO CONTACT CONTROLLER:
   

   PROCEED ON SIGHT WITH CAUTION TO THE NEXT SIGNAL BOND OR TELEPHONE. WATCH FOR SWITCH NOT PROPERLY LINED OR BROKEN RAIL. CALL CONTROLLER, GIVE BOND NUMBER.

OP-8402

Lot # 1464270

transitchicago.com

Lot # 1464278
OP-8838-R1

For your safety

Operator is not permitted to talk to customer while vehicle is in motion Please cooperate

Para su sequridad

Al operador no se le permite hablar con los clientes mientras el vehiculo está en movimiento

Por favor coopere con este reglamento

OP-660-R1

Lot # 1464342

To open doors in emergency

pull down

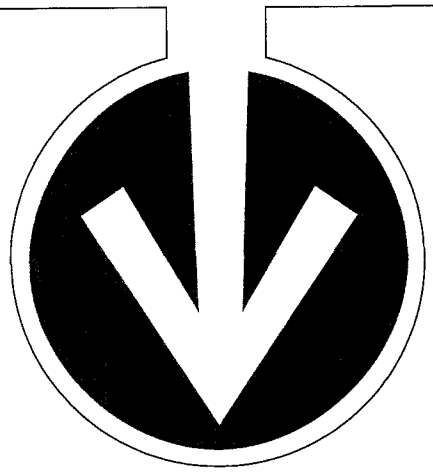
Use only in emergency under penalty of law

Para abrir puertas en emergencia

tire para abajo

Usese solo en emergencia bajo castigo de la ley

OP-8508



Lot # 1464344

For your protection

Any person who assaults a passenger or employee of CTA can, under the law, be imprisoned up to ten years

Para su proteccion

Cualquier persona que asalte a un pasajero o empleado del CTA puede, bajo, la ley, ser puesta en prision por un termino hasta de diez años

Chicago Transit Authority

OP-229-R3

Lot # 1464362



DECAL: NO SMOKING SYMBOL, 5-3/8" CIRCLE ON A 6" X 6" SQUARE, PRESSURE SENSITIVE, P.V.C., GLOSS FINISH, NO SMOKING SYMBOL, PMS 200 RED BORDER, BLACK ON WHITE BACKGROUND CIGARETTE ANGLES DOWN. DESIGN #OP-476. ELECTRONIC ARTWORK WILL BE SUPPLIED BY CTA SIGNAGE & WAYFINDING SECTION. ADHESIVE TO BE SUITABLE FOR APPLYING TO FIBERGLASS, PAINTED STEEL, AND STAINLESS STEEL SURFACES.
MUST MEET CLASS C DECAL REFERENCED IN CTA SPEC. 158
SPEC. NO: 158
PCK. INFO: PC 1 PC

Lot # 1464373
OP- 476



Lot # 1464500

- No bicycles

PANTONE® Where color comes from.

200

SCALE: Full Size
COLORS: Red (P.M.S. 200) and White
30 Jul 02 VAR changes made



Lot # 1464501



Lot # 4032408

Part Number: CTA101	Rev.: A

30

Sign and Marker Code

	1	2	3	4	5
A	O'Hare	Forest Park	54/ Cermak	Rosemont	UIC
B	Howard	95th	54/ Cermak	Loop	Jefferson Park
C	Harlem	Ashland /63	Cottage Grove	Not In Service	Express

RETS 008 rev 1

3.25"

6.00"

OK !

APPROVED BY:

DATE : 10/4/2006

Drawing Revision			
Drwn By	Chkd By	Date: OCT.03/06	Rev.: A

Rev. Descript: CHANGED "58th" TO "Jefferson Park"

4150168

Proof Read By:

	Description
1	RED BACKGROUNDS (PMS 186C)
2	GREEN BACKGROUNDS AND TEXT (PMS 355C)
3	BLUE BACKGROUNDS AND TEXT (PMS PROCESS BLUE C)
4	PINK BACKGROUNDS (PMS 204C)
5	WHITE BACKGROUND AND OUTLINES
6	BLACK TEXT, BACKGROUNDS, AND OUTLINES

Notes

- Material: 3M 180-10 WHITE VINYL
  - CLEAR COAT
- Adhesive: -
- Premask: SCPM-44X
- Barrier: -

International Name Plate Supplies Limited

1400 Crumlin Road, London

PHONE: (519) 455-7647 FAX: (519) 455-3409

This drawing is for International Name Plate's internal use only. Any changes made to the part must be first approved and noted on this drawing.

Directory: CHICAGO TRANSIT AUTH	File Name: CTA101_A	Drwn By	Chkd By
Creation Date: JUNE.03/06	Modification Date: OCT.03/06	Page: 1 of 1	

Customer: CHICAGO TRANSIT AUTHORITY

Product Descript.: COLOUR CODED CAB DECALS

Part Number: CTA101	Rev.: A

Part Number	Rev.:
CTA102	NR

30

Sign and Marker Code

	1	2	3	4	5
A	Kimball	Loop	Belmont	Midway ✈	Loop
B	Howard	95th	Howard	Skokie	Roosevelt
C	Linden	Loop	Howard	Not In Service	Express

RETS 010

3.25"

6.00"

RECEIVED

JUN 6 2006

GENERAL MANAGER
RAIL ENG. & TECH. SVCS.

APPROVED BY:

DATE: 6/7/06

Drawing Revision

Drwn By	Chkd By	Date:	Rev.:
			NR

Rev. Descript:

4150160

Proof Read By:

Description

1	RED BACKGROUNDS (PMS 186C)
2	YELLOW BACKGROUNDS (PMS YELLOW C)
3	ORANGE BACKGROUNDS (PMS 172C)
4	BROWN BACKGROUNDS (PMS 161C)
5	PURPLE BACKGROUNDS (PMS PURPLE C)
6	WHITE BACKGROUND AND OUTLINES
7	BLACK TEXT, BACKGROUNDS ICONS, AND OUTLINES

Notes

- Material: 3M 180-10 WHITE VINYL
  - CLEAR COAT
  - SLIT BACK
- Adhesive: -
- Premask: SCPM-44X
- Barrier: -

International Name Plate Supplies Limited
1420 Crumlin Road, London
PHONE: (519) 455-7647 FAX: (519) 455-4409

This drawing is for International Name Plate's internal use only. Any changes made to the part must be first approved and noted on this drawing.

Directory:	File Name:	Drwn By	Chkd By
CHICAGO TRANSIT AUTH	CTA102_NR		

Creation Date:	Modification Date:	Page:
JUNE.03/06	-	1 of 1

Customer: CHICAGO TRANSIT AUTHORITY

Product Descript.: COLOUR CODED CAB DECALS

Part Number	Rev.:
CTA102	NR

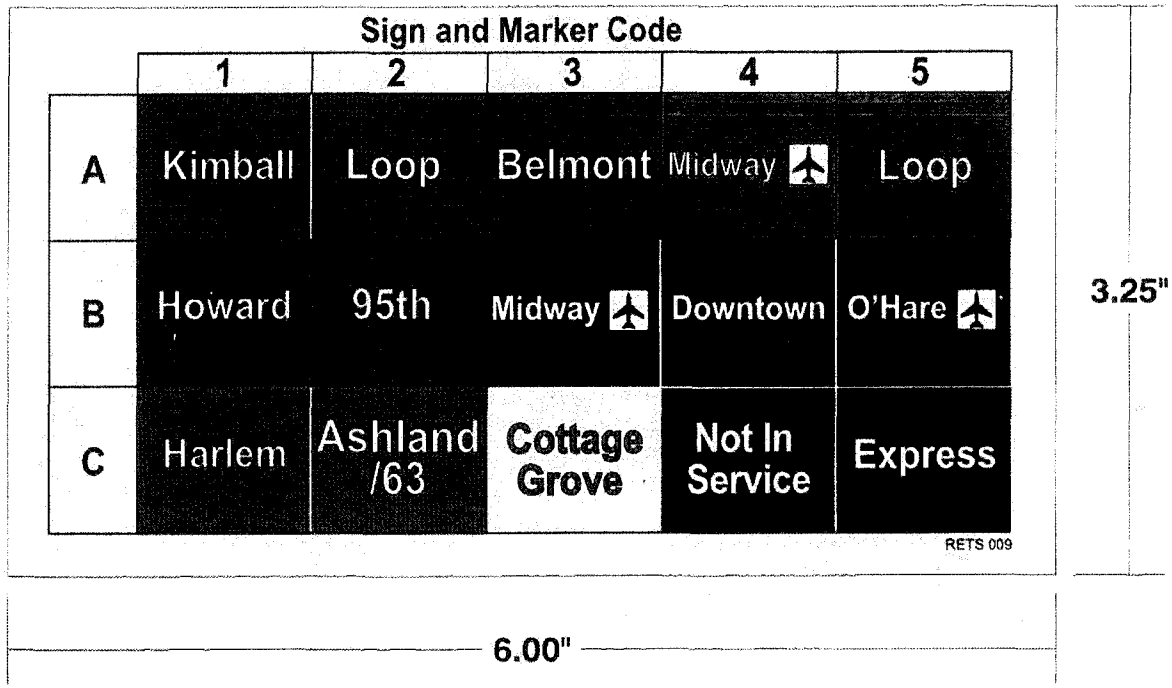
Part Number	Rev.:
CTA100	NR

30

Sign and Marker Code

	1	2	3	4	5
A	Kimball	Loop	Belmont	Midway ✈	Loop
B	Howard	95th	Midway ✈	Downtown	O'Hare ✈
C	Harlem	Ashland /63	Cottage Grove	Not In Service	Express

RETS 009



RECEIVED

JUN 6 2006

GENERAL MANAGER
RAIL ENG. & TECH. SVCS.

APPROVED BY:

DATE: 6/7/06

Drawing Revision

Drwn By	Chkd By	Date:	Rev.:
			NR

Rev. Descript:

4150157

Proof Read By:

	Description
①	RED BACKGROUNDS (PMS 186C)
②	GREEN BACKGROUNDS AND TEXT (PMS 355C)
③	ORANGE BACKGROUNDS (PMS 172C)
④	BROWN BACKGROUNDS (PMS 161C)
⑤	WHITE BACKGROUND AND OUTLINES
⑥	BLACK TEXT, BACKGROUNDS ICONS, AND OUTLINES

Notes

- Material: 3M 180-10 WHITE VINYL
  - CLEAR COAT
  - SLIT BACK
- Adhesive: -
- Premask: SCPM-44X
- Barrier: -

International Name Plate Supplies Limited
1420 Crumlin Road, London
PHONE: (519) 455-7647 FAX: (519) 455-4409

This drawing is for International Name Plate's internal use only. Any changes made to the part must be first approved and noted on this drawing.

Directory:	File Name:	Drwn By	Chkd By
CHICAGO TRANSIT AUTH	CTA100_NR		

Creation Date:	Modification Date:	Page:
JUNE.03/06	-	1 of 1

Customer: CHICAGO TRANSIT AUTHORITY

Product Descript.: COLOUR CODED CAB DECALS

Part Number	Rev.:
CTA100	NR

BID PROPOSAL
REQUISITION NUMBER: B11OP03646
SPECIFICATION NO.: 158-12; 9225-11; 6902-11
DRAWING NUMBER: Artwork for all lot numbers is included after the specification pages

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

MISCELLANEOUS RAIL CAR DECALS FOR 36 MONTHS.

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

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

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

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

SEE ATTACHED PROPOSAL PAGES P-2 to P-12

E-mail address for release(s)

_____

General e-mail address if different from above:

_____

NAME OF COMPANY BIDDING:_____
STREET ADDRESS:_____
PERSON TO CONTACT:_____PHONE NO._____
CITY:_____STATE:_____ZIP CODE:_____
TERMS:DISCOUNT:_____%_____DAYS,NET_____DAYS

Run Date: 01/24/12

Run Time: 16:06:11

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

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

P-2

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
1	1462202	PC	38					

Description: DECAL: "RAIL RADIO CALL CODES" OP 5173-R2, 4-1/4" X 6" PRESSURE SENSITIVE , P.V.C. BLACK COPY ON WHITE BACKGROUND. ELECTRONIC ARTWORK SUPPLIED, BY CTA'S SIGNAGE & WAYFINDING DEPT. MUST MEET CLASS D DECAL REFERENCED , IN CTA SPEC. 158, SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, SPEC. NO: 158, REV. NO: DATE:, DRAW. NO: OP-5173-R2, REV. NO: DATE:, BULL. NO:, REV. NO: DATE:, PAT. NO:, PRV. ITEMID:, PCK. INFO: PC 1 PC

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
2	1462207	PC	99	MWDECAL	1462207			

Description: DECAL: "PRIORITY SEATING WHEELCHAIR LOCATION... LIFT SEAT (RIGHT ARROW)", WHITE ON PMS 300 (BLUE). COATING: 3M 4020 GLOSS, 8-1/8" H X 3-1/2" W, DESIGN OP-5759. STOCK: .0035 WHITE VINYL, PRESSURE SENSITIVE, BACK SPLIT, SQUARE CORNERS. RECEIVE ARTWORK FILE FROM CTA SIGNAGE & WAYFINDING DEPT. MUST MEET CLASS C DECAL REFERENCED IN SPEC. NO: 158. SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION. SPEC: CTA 158 DRAW. NO: OP-5759 PCK. INFO: PC 1 PC

Run Date: 01/24/12
Run Time: 16:06:11

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

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

P-3

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
4	1462211	PC	2833			---	---	---
	Description:		DECAL: STAND CLEAR OF DOOR, OP-798R1, 6-1/2"W X 1-3/4"H WITH SQUARE CORNER PHOTOLUMIN-, ESCENT MATERIAL BACKGROUND (MATERIAL MUST BE STRONTIUM OXIDE ALUMINATE ONLY & MUST EXCEED 7.5 MCD AFTER 1.5 HRS ID EXPOSED AT 50 LUX FOR 1 HR.) 100% BLACK & PMS 200 RED, 0.015" THICK 8010 GLOSS/GLOSS LEXAN, ALL PRINTING TO BE SUB-SURFACE ANTI-GRAFFITI COATING 3M 4020 OR EQUIVALENT, PRESSURE SENSITIVE ON BACK 3M 468MP OR EQUIVALENT. DECAL MUST MEET FRA FLAME & SMOKE REQUIREMENTS PER ASTM E 662 & MUST MEET APTA REQUIREMENTS PER, SS-PS-002-98, REV. 1. "DECAL IS TWO SIDED AND READS FROM BOTH SIDES" LAMINATED WITH 2 MIL WHITE BACKED SILVER MYLAR BETWEEN FACE UP & DOWN SIDES. ELECTRONIC ARTWORK SUPPLIED BY CTA. ALL COMPUTER ARTWORK IS AVAILABLE FROM CTA'S SIGNAGE & WAYFINDING DEPT., SUPPLIER MUST SUBMIT INDEPENDANT LAB CERTIFIED TEST RESULTS, PER SPEC. 9225 WITH THE SAMPLES FOR EVALUATION, F.I. 03/14/03, SPEC NO.: 9225, DRWG. NO.: OP-798R1,			
5	1462212	PC	849			---	---	---
	Description:		DECAL: DO NOT OPEN EMERGENCY USE ONLY, OP-8986 STOP SIGN GRAPHIC W/TEXT, 8-1/2"W X 9-1/2"H WITH ROUNDED CORNERS 0.25" RADIUS, PHOTO-LUMINESCENT MATERIAL BACKGROUND (MATERIAL MUST BE STRONTIUM OXIDE ALUMINATE ONLY & MUST EXCEED 7.5 MCD AFTER 1.5 HRS IF EXPOSED AT 50 LUX FOR 1 HR.) 100% BLACK & 100% PMS 200 RED, 0.015" THICK 8010 GLOSS/GLOSSLEXAN. ALL PRINTING TO BE SUB-SURFACE, ANTI-GRAFFITI COATING 3M 4020 OR EQUIVALENT, PRESSURE SENSITIVE ON BACK 3M 468MP OR EQUIVALENT. DECAL MUST MEET FRA FLAME & SMOKE REQUIREMENTS PER ASTM E662 AND MUST MEET APTA REQUIREMENTS PER SS-PS-002-98, REV. 1., ALL COMPUTER ARTWORK IS AVAILABLE FROM CTA'S SIGNAGE & WAYFINDING DEPT.", SUPPLIER MUST SUBMIT INDEPENDANT LAB CERTIFIED TEST RESULTS, PER SPEC. 9225 WITH THE SAMPLES FOR EVALUATION, SPEC NO.: 9225, DWG. NO.: OP-8986, F.I.3-14-03			
6	1462232	PC	338			---	---	---
	Description:		DECAL: 2 FACE, ADHESIVE SIDE READS "WARNING DO NOT CROSS..." (OP-5756). OTHER SIDE "WARNING, DO NOT STAND..." (OP-5757), 5"W X 8"H. 8 MIL MYLAR, APPLIED TO EXTERIOR OF END DOOR WINDOW., CIRCLE/SLASH, PMS 200 RED ON WHITE. LETTERING/SYMBOL, BLACK ON WHITE. LAMINATED W/2 MIL, WHITE BACKED SILVER MYLAR BETWEEN FACE UP & DOWN SIDES. ELECTRONIC ARTWORK SUPPLIED BY CTA'S SIGNAGE & WAYFINDING GROUP. REPLACES 1464333, MUST MEET CLASS A DECAL REQUIREMENTS SPECIFIED IN CTA SPEC. 158, ELECTRONIC ARTWORK SUPPLIED BY CTA'S SIGNAGE & WAYFINDING GROUP., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, SPEC. NO: 158, DRAW. NO: OP-5756 & OP-5757, PCK. INFO: PC 1 PC			

Run Date: 01/24/12
Run Time: 16:06:11

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

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

P-4

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
7	1462234	PC	132			---	---	---
	Description:	DECAL: "IN EMERGENCY LIFT FOR DOOR HANDLE", IN ENGLISH & SPANISH, 5"W X 4-3/8"H, INK , COLOR: PMS 200 RED ON WHITE BACKGROUND: MATERIAL 0.00035" WHITE OPAQUE VINYL, , PRESSURE SENSITIVE, BACK SPLIT, SQUARE CORNERS, COATING: 3M 4020 GLOSS. ELECTRONIC, ARTWORK SUPPLIED BY CTA'S SIGNAGE & WAYFINDING GROUP. MUST MEET CTA SPEC. #158 FOR CLASS C DECALS., DESIGN NO. OP-8746, SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, F.I.6-20-00--,					
8	1462235	PC	309			---	---	---
	Description:	DECAL:"RADIO COMMUNICATION", RETS 006,, 3.5"W X 4.125"H, INK COLOR: BACKGROUND:, PMS 811 C 2X, TYPE & RULES: 100 % SOLID, BLACK, COATING: 3M 4020 GLOSS, MATERIAL:, 0035 WHITE VINYL, PREASURE SENSITIVE,, BACK SPLIT, SQUARE CORNERS. MUST MEET, CTA SPEC 158 FOR CLASS C DECALS., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, F.I.06-21-00, SPEC. NO: 158, REV. NO: DATE:, DRAW. NO:, REV. NO: DATE:, BULL. NO:, REV. NO: DATE:, PAT. NO:, PRV. ITEMID:, PCK. INFO:					
9	1462236	PC	173			---	---	---
	Description:	DECAL: RAILCAR INTERCOM, "EMERGENCY USE AND FOR USE BY PASSENGERS WITH DISABILITIES", WHITE ON PMS 300 BLUE, 4-1/2"H X 9"W, DESIGN OP-8280, ELECTRONIC ARTWORK SUPPLIED BY CTA'S SIGNAGE & WAYFINDING GROUP., SPEC CTA 158, CLASS C. VINYL PRESSURE-SENSITIVE, SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, FI 04/16/02, SPEC. NO: 158, DRAW. NO: OP-8280,					
10	1462240	PC	767	ANDECAL	US67512UL	---	---	---
	Description:	DECAL: S/SIDE USA FLAG, 12" X 6 3/4", (UNION LEFT), 0.004 WHITE OPAQUE VINYL,, 2 COLORS: RED - PMS 187, BLUE- PMS 295, CLEAR COATED WITH 3M-4020 GLOSS , (OR EQUIVALENT). PERMANENT ADHESIVE, BACK SPLIT, SQUARE CORNERS, MUST, MEET CTA SPEC: 158 FOR CLASS A EXTERIOR DECALS., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, F.I.9-9-03,					

Run Date: 01/24/12
Run Time: 16:06:11

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

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

P-5

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
11	1462260	PC	0			---	---	---
	Description: DECAL: NUMERAL "0", DIE CUT, COLOR WHITE, SIZE 1", HELVETICA, MEDIUM, SPEC. 158, CLASS C, PRESSURE, SENSITIVE FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PKG 25 PC							
12	1462261	PC	0	ANDREWS	1462261	---	---	---
	Description: DECAL: NUMERAL "1", DIE CUT,, COLOR WHITE, SIZE 1" HELVETICA MEDIUM,, SPEC. CTA 158, CLASS C, PRESSURE SEN-, SITIVE FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PKG 25 PC							
13	1462262	PC	1			---	---	---
	Description: DECAL: NUMERAL "2", DIE CUT,, COLOR WHITE, SIZE 1" HELVETICA, MEDIUM, SPEC. CTA 158, CLASS C,, PRESSURE SENSITIVE, FOR INTERIOR, USE., SPEC. NO: 158, PCK. INFO: PKG 25 PC							
14	1462263	PC	10			---	---	---
	Description: DECAL: NUMERAL "3", DIE CUT, COLOR WHITE, SIZE 1", HELVETICA, MEDIUM SPEC. CTA 158 CLASS C, PRESSURE, SENSITIVE FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PKG 25 PC							
15	1462264	PC	14			---	---	---
	Description: DECAL: NUMERAL "4", DIE CUT, WHITE, SIZE 1" HELVETICA MEDIUM, SPEC CTA 158, CLASS C, PRESSURE, SENSITIVE FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PKG 25 PC							
16	1462265	PC	1			---	---	---
	Description: DECAL: NUMERAL "5", DIE CUT,, WHITE, SIZE 1", HELVETICA MEDIUM,, SPEC CTA 158, CLASS C PRESSURE, SENSITIVE, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PKG 25 PC							
17	1462266	PC	0			---	---	---
	Description: DECAL: NUMERAL "6", DIE CUT, WHITE, SIZE 1", HELVETICA, MEDIUM, SPEC CTA 158, CLASS C, PRESSURE, SENSITIVE, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PKG 25 PC							

Run Date: 01/24/12
Run Time: 16:06:11

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

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

P-6

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
18	1462267	PC	0			---	---	---
	Description: DECAL: NUMERAL "7", DIE CUT,, WHITE, SIZE 1" HELVETICA MEDIUM,, SPEC. CTA 158, CLASS C, PRESSURE, SENSITIVE, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PKG 25 PC							
19	1462268	PC	0			---	---	---
	Description: DECAL: NUMERAL "8", DIE CUT, WHITE,, SIZE 1" HELVETICA MEDIUM SPEC CTA 158,, CLASS C, PRESSURE SENSITIVE FOR, INTERIOR USE., SPEC. NO: 158, PCK. INFO: PKG 25 PC							
20	1462269	PC	0			---	---	---
	Description: DECAL: NUMERAL "9", DIE CUT,, WHITE, SIZE 1" HELVETICA MEDIUM,, SPEC. CTA 158, CLASS C, PRESSURE, SENSITIVE FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PKG 25 PC							
21	1462271	PC	0			---	---	---
	Description: DECALCOMANIA: NUMERAL "O", HELVETICA MEDIUM, DIE CUT, VINYL, COLOR GLOSS BLACK, SIZE 4-1/2" (ACTUAL SIZE 4.725"), PRESSURE SENSITIVE, FOR EXTERIOR USE ON STAINLESS STEEL. VENDOR MUST HAVE SAMPLE PRIOR TO PRODUCTION NO EXCEPTIONS. O.P. SUPPLY ARTWORK PATTERN NO. PSC-1, CLASS A., SPEC. NO: 158, PCK. INFO: PC 1 PC							
22	1462272	PC	0			---	---	---
	Description: DECALCOMANIA: NUMERAL "1", HELVETICA MEDIUM, DIE CUT, VINYL, COLOR GLOSS BLACK, SIZE 4-1/2" (ACTUAL SIZE 4.500"), PRESSURE SENSITIVE, FOR EXTERIOR USE ON STAINLESS STEEL. CLASS A. VENDOR MUST SUBMIT SAMPLE PRIOR TO PRODUCTION, PER SPEC. 158., SPEC. NO: 158, PCK. INFO: PC 1 PC							
23	1462273	PC	14			---	---	---
	Description: DECALCOMANIA: NUMERAL "2", HELVETICA MEDIUM, DIE CUT, VINYL, COLOR GLOSS BLACK, SIZE 4-1/2" (ACTUAL SIZE 4.613"), PRESSURE SENSITIVE, FOR EXTERIOR USE ON STAINLESS STEEL. CLASS A. VENDOR MUST SUBMIT SAMPLE PRIOR TO PRODUCTION, PER SPEC. 158., SPEC. NO: 158, PCK. INFO: PC 1 PC							

Run Date: 01/24/12
Run Time: 16:06:11

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

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

P-7

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
24	1462274	PC	0			---	---	---
	Description: DECALCOMANIA: NUMERAL "3", HELVETICA MEDIUM, DIE CUT, VINYL COLOR GLOSS BLACK SIZE 4-1/2", (ACTUAL SIZE 4.725") PRESSURE SENSITIVE, FOR EXTERIOR USE ON STAINLESS STEEL. CLASS A. , VENDOR MUST SUBMIT SAMPLE PRIOR TO PRODUCTION, PER SPEC. 158., SPEC. NO: 158, PCK. INFO: PC 1 PC							
25	1462276	PC	0			---	---	---
	Description: DECALCOMANIA: NUMERAL "5", HELVETICA MEDIUM, DIE CUT, VINYL, COLOR GLOSS BLACK, SIZE 4-1/2", (ACTUAL SIZE 4.613"), PRESSURE SENSITIVE, FOR EXTERIOR USE ON STAINLESS STEEL. CLASS A. VENDOR MUST SUBMIT SAMPLE PRIOR TO PRODUCTION, PER SPEC. 158., SPEC. NO: 158, PCK. INFO: PC 1 PC							
26	1462277	PC	0			---	---	---
	Description: DECALCOMANIA: NUMERAL "6" AND "9" HELVETICA MEDIUM, DIE CUT, VINYL, COLOR GLOSS BLACK, SIZE 4-1/2" (ACTUAL SIZE 4.725"), PRESSURE SENSITIVE, FOR EXTERIOR USE ON STAINLESS STEEL. CLASS A. VENDOR MUST SUBMIT SAMPLE PRIOR TO PRODUCTION, PER SPEC 158., SPEC. NO: 158, PCK. INFO: PC 1 PC							
27	1462278	PC	0			---	---	---
	Description: DECALCOMANIA: NUMERAL "7", HELVETICA MEDIUM, DIE CUT, VINYL, COLOR GLOSS BLACK, SIZE 4-1/2" (ACTUAL SIZE 4.500"), PRESSURE SENSITIVE, FOR EXTERIOR USE ON STAINLESS STEEL. CLASS A. VENDOR MUST SUBMIT SAMPLE PRIOR TO PRODUCTION, PER SPEC. 158., SPEC. NO: 158, PCK. INFO: PC 1 PC							
28	1462279	PC	0			---	---	---
	Description: DECALCOMANIA: NUMERAL "8", HELVETICA MEDIUM, DIE CUT, VINYL, COLOR GLOSS BLACK, SIZE 4-1/2" (ACTUAL SIZE 4.725"), PRESSURE SENSITIVE, FOR EXTERIOR USE ON STAINLESS STEEL. CLASS A. VENDOR MUST SUBMIT SAMPLE PRIOR TO PRODUCTION, PER SPEC. 158., SPEC. NO: 158, PCK. INFO: PC 1 PC							

Run Date: 01/24/12
Run Time: 16:06:11

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

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

P-8

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
29	1462280	PC	12			---	---	---
Description:	DECAL: VINYL, "NO SMOKING, LITTERING,, EATING, OR RADIOPLAYING VIOLATORS, SUBJECT TO FINE OF UP T0 $300! IN, ENGLISH AND SPANISH. ENGLISH IN WHITE, ON BLACK, SPANISH IN BLACK ON WHITE, 8" X 4-3/8". PRESSURE SENSITIVE,, TYPE III, CLASS B, FOR INTERNAL USE, COMBO/#1464337., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, SPEC. NO: 158, DRAW. NO: OP-5619, PCK. INFO: PC 1 PC							
30	1463810	PC	0			---	---	---
Description:	DECALCOMANIA: NUMERAL "0", DIE CUT, VINYL, SIZE 2-3/4" CAP HEIGHT, (ACTUAL SIZE 2.888") HELVETICA MEDIUM, BLACK NUMERAL. SPEC. CTA-158 , TYPE III, PRESSURE SENSITIVE, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PC 1 PC							
31	1463811	PC	0			---	---	---
Description:	DECALCOMANIA: NUMERAL "1" DIE CUT, VINYL SIZE 2-3/4" CAP HEIGHT, (ACTUAL SIZE 2.750"), HELVETICA MEDIUM, BLACK NUMERAL, SPEC. CTA-158, CLASS C, PRESSURE SENSITIVE, , FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PC 1 PC							
32	1463812	PC	0			---	---	---
Description:	DECALCOMANIA: NUMERAL "2", DIE CUT, VINYL SIZE 2-3/4" CAP HEIGHT, (ACTUAL SIZE 2.819"),, HELVETICA MEDIUM, BLACK NUMERAL, SPEC. CTA-158, CLASS C, PRESSURE SENSITIVE,, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PC 1 PC							
33	1463813	PC	0			---	---	---
Description:	DECALCOMANIA: NUMERAL "3", DIE CUT, VINYL SIZE 2-3/4" CAP HEIGHT, (ACTUAL SIZE 2.888"),, HELVETICA MEDIUM, BLACK NUMERAL, SPEC. CTA-158, CLASS C, PRESSURE SENSITIVE,, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PC 1 PC							
34	1463814	PC	0			---	---	---
Description:	DECALCOMANIA: NUMERAL "4", DIE CUT, VINYL, SIZE 2-3/4" CAP HEIGHT, (ACTUAL SIZE 2.750"), , HELVETICA MEDIUM, BLACK NUMERAL, SPEC. CTA-158, CLASS C, PRESSURE SENSITIVE,, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PC 1 PC							

Run Date: 01/24/12
Run Time: 16:06:11

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

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

P-9

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
35	1463815	PC	0			---------	---------	---------
Description:	DECALCOMANIA: NUMERAL "5", DIE CUT, VINYL, SIZE 2-3/4" CAP HEIGHT, (ACTUAL SIZE 2.819"),, HELVETICA MEDIUM, BLACK NUMERAL, SPEC. CTA-158, CLASS C, PRESSURE SENSITIVE,, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PC 1 PC							
36	1463816	PC	0			---------	---------	---------
Description:	DECALCOMANIA: NUMERAL "6" & "9", DIE CUT, VINYL, SIZE 2-3/4" CAP HEIGHT, (ACTUAL SIZE 2.888"),, HELVETICA MEDIUM, BLACK NUMERAL, SPEC. CTA-158, CLASS C, PRESSURE SENSITIVE,, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PC 1 PC							
37	1463817	PC	0			---------	---------	---------
Description:	DECALCOMANIA: NUMERAL "7" DIE CUT, VINYL, SIZE 2-3/4" CAP HEIGHT, (ACTUAL SIZE 2.750"),, HELVETICA MEDIUM, BLACK NUMERAL, SPEC. CTA-158, CLASS C, PRESSURE SENSITIVE,, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PC 1 PC							
38	1463818	PC	0			---------	---------	---------
Description:	DECALCOMANIA: NUMERAL "8" DIE CUT, VINYL, SIZE 2-3/4" CAP HEIGHT, (ACTUAL SIZE 2.888"),, HELVETICA MEDIUM, BLACK NUMERAL, SPEC. CTA-158, CLASS C, PRESSURE SENSITIVE,, FOR INTERIOR USE., SPEC. NO: 158, PCK. INFO: PC 1 PC							
39	1464265	PC	246			---------	---------	---------
Description:	DECALCOMANIA: 6-1/4" X 6-1/4", WHEELCHAIR SYMBOL PRESSURE SENSITIVE VINYL, SCOTCHCAL FILM WHITE SYMBOL ON PMS 300 BLUE BACKGROUND, EXTERIOR APPLICATION. ELECTRONIC ARTWORK SUPPLIED BY CTA'S SIGNAGE & WAYFINDING GROUP., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, SPEC. NO: 158, DRAW. NO: OP-1906-R1, PCK. INFO: PC 1 PC							

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

P-10

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
41	1464270	PC	205					
Description:	DECAL: RAILCAR "ATTENTION!, A RED OR RED FLASHING R6.4 MEANS, STOP", BLACK AND PMS 200 RED ON WHITE COATING: 3M 4020 GLOSS, 4-1/8" H. X 4-1/8" W., DESIGN OP-8402. STOCK: .0035 WHITE VINYL,, PRESSURE SENSITIVE, BACK SPLIT, SQUARE CORNERS, RECEIVE ART WORK FROM CTA GRAPHICS &, DESIGN AT 120 RACINE., MUST MEET CLASS C DECAL REFERENCED IN CTA SPEC. 158, SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, SPEC. NO: 158, FI 08/07/02							
42	1464278	PC	0					
Description:	DECAL: "TRANSITCHICAGO.COM", 3.8"H X 36"W REFERENCE ONLY, FOR RAPID TRANSIT RAIL CARS. COLOR: GLOSS BLACK, EQUAL TO 3M SCOTCHCAL 680CR-85 REMOVABLE REFLECTIVE GRAPHIC FILM WITH COMPLY ADHESIVE, ELECTRONICALLY CUT USING CTA ARTWORK OP-8838-R1 FROM VINYL FILM DESIGNED FOR ELECTRONIC VINYL CUTTING EQUIPMENT, , WITH 3M PRESPACING OR TRANSFER TAPE APPLIED TO FRONT. . FOLLOW CTA SPEC. 6902., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 6902 WITH THE SAMPLES FOR EVALUATION., SPEC. NO: 6902, ARTWORK: OP-8838-R1.							
43	1464342	PC	66					
Description:	DECAL: BEGINNING "FOR YOUR SAFETY", IN ENGLISH & SPANISH, ENGLISH IN WHITE ON PMS 200 RED,, SPANISH IN PMS 200 RED ON WHITE, 4-1/4"W 3-3/4" HIGH, MUST MEET CLASS C REQUIREMENTS SPECIFIED IN CTA SPEC. 158, FOR INTERIOR USE. PRESSURE SENSITIVE ADHESIVE SHALL BE SUITABLE FOR APPLICATION TO MELAMINE, STAINLESS STEEL, AND FIBERGLASS SURFACES. ELECTRONIC ARTWORK SUPPLIED BY CTA'S SIGNAGE & WAYFINDING GROUP., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, SPEC. NO: 158, DRAW. NO: OP-660-R1, PCK. INFO: PC 1 PC							
44	1464344	PC	64					
Description:	DECAL: VINYL, 7" X 5" OVER ALL, "TO OPEN DOOR IN EMERGENCY" IN ENGLISH & SPANISH, ENGLISH IN WHITE ON PMS 200 RED, SPANISH IN PMS 200 RED ON WHITE & ARROW IN WHITE ON PMS 200 RED,, 5" WIDE, 4-1/2" HIGH, WITH ATTACHED 2-1/4" DIA., DIE-CUT ARROW IN CIRCLE MUST MEET CLASS 'C' DECAL, PER SPEC. 158. ELECTRONIC ARTWORK SUPPLIED BY CTA'S SIGNAGE & WAYFINDING GROUP., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, SPEC. NO: 158, DRAW. NO.: OP-8508, PCK. INFO: PKG 25 PC,							

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

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

P-11

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
45	1464362	PC	254	CTA	AREA 1322 OP-229-R3			
Description:	DECALCOMANIA: BEGINNING, "FOR YOUR PROTECTION" - ANY PERSON WHO ASSAULTS A, PASSENGER ..." IN ENGLISH & SPANISH, 7-3/4" W X 3-3/4" H, ENGLISH PORTION TO BE , WHITE LETTERING ON BLACK BACKGROUND, PRESSURE SENSITIVE, ADHESIVE, DECAL IS FOR, INTERIOR USE AND MUST MEET CLASS C REQUIREMENTS SPECIFIED IN CTA SPEC. 158,, ADHESIVE TO BE SUITABLE FOR APPLICATION TO MELAMINE, FIBERGLASS AND STAINLESS, STEEL SURFACES, ELECTRONIC ARTWORK SUPPLIED BY CTA'S SIGNAGE & WAYFINDING DEPT., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, DESIGN NO. OP-229-R3, CTA BUILD/REBUILD, SPEC. NO: 158, PCK. INFO: PKG 25 PC							
46	1464373	PC	407	CTA	OP-476			
Description:	DECAL: NO SMOKING SYMBOL, 5-3/8" CIRCLE ON A 6" X 6" SQUARE, PRESSURE SENSITIVE, P.V.C., , GLOSS FINISH, NO SMOKING SYMBOL, PMS 200 RED BORDER, BLACK ON WHITE BACKGROUND CIGARETTE ANGLES DOWN. DESIGN #OP-476. ELECTRONIC ARTWORK WILL BE SUPPLIED BY CTA SIGNAGE & WAYFINDING GROUP. ADHESIVE TO BE SUITABLE FOR APPLYING TO FIBERGLASS, , PAINTED STEEL, AND STAINLESS STEEL SURFACES., MUST MEET CLASS C DECAL REFERENCED IN CTA SPEC. 158, SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, SPEC. NO: 158, PCK. INFO: PC 1 PC,							
47	1464500	PC	0					
Description:	DECAL: 6"X 6","NO BICYCLES" DECAL (UNIVERSAL BICYCLE SYMBOL W/UNIVERSAL, SYMBOL FOR NO), MATERIAL:.0035 WHITE OPAQUE VINYL, INK COLOR: PMS 200 RED, AND 100% BLACK, PERMANENT ADHESIVE, BACKSPLIT, SQUARE CORNERS, CLEARCOATED, W/3M-4020 GLOSS, MEETS CTA SPECS. 158 FOR CLASS A DECALS., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, F.I.5-30-00, SPEC. NO: 158							
48	1464501	PC	0					
Description:	DECAL: 6"X 8", "LIMIT 2 BICYCLES THIS, CAR" (UNIVERSAL BICYCLE SYMBOL W/TEXT),, MATERIAL: .0035 WHITE OPAQUE VINYL, INK, COLOR: PMS 349 GREEN, PERMANENT ADHESIVE, BACKSPLIT, SQUARE CORNERS, CLEARCOATED, W/3M-4020 GLOSS, MEETS CTA SPECS. 158, FOR CLASS A DECALS., SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, F.I.5-30-00, SPEC. NO: 158							

Run Date: 01/24/12
Run Time: 16:06:11

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

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

P-18

RFQ Number: 79717 Requisition Num: B11OP03646

Buyer Name: Hand, Parker W Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No. Offered	Unit Price
49	4032408	PC	3			---	---	---
	DECAL: POLYESTER, FOR "EXPRESS" LIGHTS, 4" X 4", 0.002" WHITE , POLYESTER WITH 0.001" CLEAR LAMINATION, PMS 300, BLUE WITH, TYPE REVERSING OUT TO WHITE TEXT, TEXT SIZE, & ROUNDED CORNERS , PER ARTWORK, DIE-CUT RADIUS ON RIGHT SIDE OF DECAL TO BE 0.937". , PAPER BACKING TO BE SPLIT. CTA SUPPLIED ARTWORK., #RETS 004. ,							
Description:	REF: 2400, SEC. 2-30A, 209, SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158 WITH THE SAMPLES FOR EVALUATION, F.I. 07-03-98, SPEC. NO: 158, PCK. INFO:,							
50	4150168	PC	27	INTLNAME	CTA101	---	---	---
	DECAL: "SIGN AND MARKER CODE", 6"W X 3.25"H, RETS 008 REV. 1,, MULTIPLE COLORS, 3M 180-10 WHITE VINYL, CLEAR COAT. USED IN, CONJUNCTION WITH DESTINATION SIGN CURTAIN ITEM #4158214. , MUST MEET CTA SPEC. 158 FOR CLASS C DECALS. , SUPPLIER							
Description:	MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC., 158 WITH THE SAMPLES FOR EVALUATION., F.I. 10/14/08							
51	4150160	PC	39	INTLNAME	CTA102	---	---	---
	DECAL: "SIGN AND MARKER CODE", 6"W D 3.25"H, RETS 010, MULTIPLE, COLORS, 3M 180-10 WHITE VINYL, CLEAR COAT, SLIT BACK. USED IN, CONJUNCTION WITH DESTINATION SIGN CURTAIN ITEM 4158215. , MUST MEET CTA SPEC. 158 FOR CLASS C DECALS. ,							
Description:	SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158, WITH THE SAMPLES FOR EVALUATION., F.I. 10/14/08							
52	4150157	PC	0	INTLNAME	CTA100	---	---	---
	DECAL: "SIGN AND MARKER CODE", 6"W X 3.25"H, RETS 009, MULTIPLE, COLORS, 3M 380-10 WHITE VINYL, CLEAR COAT, SLIT BACK. USED IN, CONJUNCTION WITH DESTINATION SIGN CURTAIN ITEM #4158213. MUST, MEET CTA SPEC. 158 FOR CLASS C DECALS.,							
Description:	SUPPLIER MUST SUBMIT CERTIFICATE OF COMPLIANCE PER SPEC. 158, WITH THE SAMPLES FOR EVALUATION., F.I. 10/14/08							

End of Report

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

1. Maintain a workplace(s) (i.e. the site(s) for the performance of work done by the Contractor in connection with this contract) safe and free from "controlled substances" as described in the Controlled Substances Act (21 U.S.C. 812) and as further described in regulations 21 CFR 1308.11 - 1308.15.

2. Have neither been convicted, including entering a plea of 'nolo contendere,' nor had sentence imposed by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.

3. Publish and give notice to its employees and sub-contractors that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace, and also that actions will be taken against any and all employees and sub-contractors found to be violation of same.

4. Provide that all employees engaged in the performance of the contract receive a copy of the above statement, that the employee will abide by the terms of this statement, and that the employee will notify the employer in writing of the employee's conviction no later than five (5) calendar days after such conviction.

5. Provide for appropriate action against an employee for violation of any and all of these rules and that an employee convicted of drug abuse must satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health or law enforcement or other appropriate agency.

6. Comply with all drug and alcohol policies, testing programs and reporting requirements set forth in 49 CFR 40 and 49 CFR 655 whenever the Contractor, its employees, or sub-contractor(s) perform one or more of the following functions considered "safety-sensitive", as defined in 49 CFR 655:
    a. Operating a revenue service vehicle, including when not in revenue service;
    b. Operating a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
    c. Controlling dispatch or movement of a revenue service vehicle;
    d. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
    e. Carrying a firearm for security purposes.

7. Have in place a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1 et seq.) to be filed with the Authority and made available to the general public, or have in place a collective bargaining agreement which deals with the subject matter of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 365/1 et seq.).

8. Will otherwise comply with all drug and alcohol policies set forth in applicable Federal, State and local laws and regulations, including, but not limited to the Drug-Free Workplace Act of 1988, FAR, Illinois Drug Free Workplace Act, 49 CFR 40 and 49 CFR 655 in such version, prior or subsequent to amendment or revision, as is currently enforced or enforceable at and during the execution and performance of this Contract.

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

_____ _____

Signature and Title of Authorized Official Date

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an 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 sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients 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 or print name of contractor)

_____
(Signature of authorized officer)

_____
(Title of authorized officer)

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

_____, certifies to the best of our knowledge and belief that it and
(Company's name)

its principles:

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 frauds 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 indicated for or otherwise criminally or civilly charged by 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) _____ CERTIFIES OR
(Company name)
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 and belief that it and
(Company's name)

its principles:

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 frauds 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 indicated for or otherwise criminally or civilly charged by 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) _____ CERTIFIES
(Company name)
OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 *ET SEQ.* ARE APPLICABLE THERETO.

_____
(Signature and Title of Authorized Official)

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

PROPOSAL (Continued)
TO BE EXECUTED BY A CORPORATION

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE – IF ANY

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

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price or prices named within the undersigned 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 Untied States that contain the same elements as the offenses of bid-rigging or bid-rotating.

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

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

BY: _____
SIGNATURE OF AUTHORIZED OFFICER*

Title of Signatory: _____
(Print or Type)

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

State of _____

County of _____

Signed and Sworn to before me on:

_____,

by _____
(Printed name of Authorized Officer)

_____
(Signature of Notary Public)

(NOTARIAL SEAL)

IF BIDDER IS A CORPORATION – THIS PAGE MUST BE EXECUTED

PROPOSAL (Continued)
TO BE EXECUTED BY A SOLE PROPRIETOR

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE – IF ANY

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

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price or prices named within the undersigned 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 Untied States that contain the same elements as the offenses of bid-rigging or bid-rotating.

Signature of Bidder: _____
(Signature of Bidder)

Name of Bidder: _____
(Print or Type)

Business Address: _____
(Print or Type Street Address)

_____
(Print or Type City, State and Zip Code)

State of _____

County of _____

Signed and Sworn to before me on:

_____,

by _____
(Printed name of Authorized Officer)

_____
(Signature of Notary Public)

(NOTARIAL SEAL)

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

PROPOSAL (Continued)
TO BE EXECUTED BY PARTNERSHIP OR JOINT VENTURE

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE – IF ANY

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

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other bidder or prospective bidder or with any other person, firm or corporation relating to the price or prices named within the undersigned 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 Untied 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)

BY SIGNATURE(S):

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

_____ (Partner)

_____ (Partner)

_____ (Partner)

_____ (Partner)

_____ (Partner)

State of _____

County of _____

Signed and Sworn to before me on:

_____,

by _____
(Printed name of Authorized Officer)

_____
(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 proposals, 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 then 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.

   FEIN #:

   Corporate Headquarters Address:
   City, State, Zip:

   State of Incorporation:

   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 _____, 2012, at Chicago, Illinois

_____
Vice President, Purchasing & Warehousing

_____
President

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

_____
Attorney